

**PERFORMANCE
ASSESSMENT
PLAN**

**N40085-16-D-1612
[Facility Investment]**

**[NAVAL SUBMARINE BASE NEW LONDON]
[GROTON CT]**

PREPARED BY:

**[SUBASE NLON, NAVFAC MIDLANT, PWD GROTON]
[GROTON CT]**

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Performance Assessment Plan

1. Introduction

1.1 Purpose

The Performance Assessment Plan (PAP) establishes Performance Assessment (PA) provisions for Contract N40085-16-B-1612, Automatic Doors Facility Investment at Naval Submarine Base New London.

The PAP describes the methodology for assessing the Contractor's performance that will be used to provide Contractor feedback, update Contractor Performance Assessment Rating System (CPARS). The PAP includes the Functional Assessment Plan (FAP), Attachment A, and standard Performance Assessment Worksheets (PAW), Attachment B, to document and report Government observations of Contractor performance. The Government's role is to assess Contractor's work against measurable performance standards, and per the principles of Performance Based Services Acquisition (PBSA), the Contractor's role is to ensure its quality through successful implementation of its Quality Management System (QMS). Per FAR Subpart 46.4, Government PA "shall be performed at such times and places as may be necessary to determine that the supplies or services conform to contract requirements" in order to ensure payments are made only for services that meet performance standards specified in the contract.

1.2 Partnering

Effective partnering and establishing a positive relationship between the Government and the Contractor is essential in fulfilling a performance-based requirement. The Government's relationship with the Contractor should be one that promotes a strong and positive business alliance to achieve mutually beneficial goals, such as timely delivery and acceptance of high-quality services through the use of efficient business practices. Business relationships should seek to create a cooperative environment to ensure effective communication between the parties. Teamwork, cooperation, and good-faith performance are important for meeting mission objectives and resolving conflicts and problems. Each party should clearly understand the goals, objectives, and needs of the other. It is essential that the Government and the Contractor work together as a team to communicate expectations, agree on common goals, develop a common understanding of measurable standards, and identify and address problems early in the contract to achieve desirable outcomes.

2. Roles and Responsibilities

The Government's key roles and responsibilities for performance assessment are as follows:

FSC Management and Facility Services (FMFS) Branch Head. The FMFS Branch Head provides direct supervision of SPARs, PARs, Spec Writers, etc assigned to the FMFS Branch. The FMFS branch head is responsible for ensuring adequate funding and staffing to support the specification development, contract management, and performance assessment function of the branch as well as all personnel management responsibilities. The FMFS Branch Head is assigned as FSCM for this contract.

Facilities Support Contract Manager (FSCM). The FSCM is the overall technical lead for the management of Facility Support Contract requirements from cradle to grave. FSCM duties may be delegated to the SPAR.

Contracting Officer (KO). The ACO and/or PCO assigned to the contract. The KO has final responsibility for Contractor PA per FAR Part 42—Contract Administration and Audit Services, non-conformance modifications, and unilateral determination of incentives.

Contracting Officer’s Representative (COR). The COR is responsible for monitoring the Contractor’s technical compliance and progress based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work.

Senior PAR (SPAR). The SPAR is responsible for coordinating efforts of multiple PARs assigned to this contract. The SPAR reviews PA schedules and PA documentation for sufficiency and consistency of oversight. The SPAR will be assigned the COR duties for this contract.

Performance Assessment Representative (PAR). The PAR is assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on Performance Assessment Worksheets (PAWs) and the Monthly Performance Assessment Summary (MPAS), and communicates findings as necessary with the Contractor, Senior PAR (SPAR), and Contracting Officer Representative (COR).

Note: Throughout NAVFAC policy, processes, and training, the term Performance Assessment Representative (PAR) refers to anyone responsible for conducting assessments of a NAVFAC administered Facility Support Contract. The term PAR will be used in reference to any individual assigned as a TPOC/SME to provide support to the COR, including as a collateral duty of other PWD or customer personnel, regardless of billet. All personnel assigned these duties must follow the guidance and direction provided to PARs.

Performance Assessment Board (PAB). The PAB is comprised of key technical and administrative personnel appointed in writing by the KO. The PAB will convene on a regular basis to review Contractor performance documentation for the prior evaluation period, and prepare and forward a summary report of findings and recommendations to the KO. The PAB makes recommendations for CPARS and provides input for the determination of contract incentives, if applicable. Details of PAB membership and the process for convening the PAB are provided in paragraph 11.4 below.

3. Training

To effectively implement the PA Program, individuals who monitor the Contractor’s performance should be experienced in the annex/sub-annex areas for which they are assigned and adequately trained. Mandatory training standards for all personnel performing PA of NAVFAC contracts are specified in BMS B-14.3, Performance Assessment. Additionally, safety training requirements are detailed in BMS B-14.18, FSC Safety and training for those assigned as CORs is promulgated by NFAS 1.602 and detailed in NAVFAC Instruction 4200.1.

CORs assigned to provide oversight of this contract must meet the applicable training requirements and must be appointed in writing by the KO per BMS S-18.3.6. PARs providing support as TPOC/SME for the COR must meet the applicable training requirements and must be assigned in writing by per BMS S-18.3.6 and B-14.3.

4. Safety

Proper oversight of Contractor safety is an integral part of effective performance assessment. The PAR must ensure that the Contractor is in compliance with safety requirements specified in Annex 0200000 Section C Spec Item 2.9 of the contract. The PAR should be present during any local Safety briefings. If the PAR observes a violation of any safety requirements by the Contractor, the PAR should:

- Report the safety hazard resulting from unsafe acts or conditions, defective tools, materials, or equipment used by the Contractor to the COR.
- When imminent danger is apparent (where, if the hazard is not immediately corrected, there is a high probability that a serious accident will occur, life will be in danger or there will be extensive property damage), immediately inform the Contractor and request immediate action be taken to correct the hazard. If the Contractor does not voluntarily take corrective action, require the Contractor to stop work and immediately notify the COR.

Further detail of safety assessment procedures is provided in paragraph 10.4.3 below.

5. Security

The PAR should become familiar with all security requirements specified in Annex 0200000 section C Spec Item 2.8 of the contract and report any observed violations to the KO.

6. Submittals

The PAR should review reports and other submittals identified in Section F to ensure they comply with applicable requirements and specifications.

6.1 Quality Management Plan Submittal

The Quality Management System Pre-Performance Review Checklist, Attachment C, should be used for the review of the Contractor's QM Plan submittal and as a guideline for discussion of the Contractor's QMS during the post-award kickoff/pre-performance conference. The PAR, SPAR, Contractor Quality Manager and Project Manager, and any applicable subcontractor quality representatives should sign off on the QMS review checklist.

6.2 Accident Prevention Plan Submittal

Per BMS B-14.18, FSC Safety, the FMFS Pre-Performance Safety Checklist should be used for the review of the Contractor's Accident Prevention Plan submittal (including Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs) and as a guideline for discussion of the Contractor's Safety Program during the post-award kickoff/pre-performance conference. The PAR should coordinate with the local command Safety Representative for assistance in review of Contractor's APP. The PAR, SPAR, Contractor Site Safety and Health Officer (SSHO) and Project Manager, and any applicable subcontractor safety representatives should

sign off on the Safety review checklist. The Contractor must submit and have an approved APP before any work may begin on site. Additionally, new or revised AHAs must be submitted and reviewed at the beginning of each work phase, when new hazards are identified, or when a new work crew is brought on site.

7. Meetings

The PAR should attend and be prepared for required meetings, including partnering sessions. The PAR should be familiar with the Spec Items in Annex 2 titled “Required Conferences and Meetings” and “Partnering.” The FSC Partnering process is addressed in BMS B-14.16.

8. Methods of Assessment (MOA)

The PAR will periodically assess services for conformance to contract performance objectives and standards using the following MOAs:

- Periodic Sampling (PS) – requires a pre-determined plan for assessing a portion of the work, using sample size and frequency at the applicable assessment level.
- Validated Customer Comments (VCC) – consists of customers observing the performance of services they have received and using a pre-determined procedure to provide feedback and/or report observations to the PAR for validation.
- Unscheduled Visits (UV) – impromptu assessments of performance standards and objectives whenever practical.
- Customer’s Evaluation (CE) – consists of collected survey data of Contractor performance from the customer’s perspective through the use of a feedback form.

The MOAs used for assessment of each performance objective and standard are identified within the FAP included in Attachment A.

9. Quality Management System (QMS)

When the Government’s assessment of the Contractor’s performance reveals that the quality management efforts are not effective in ensuring performance objectives and standards are achieved, further action is required. The PAR will conduct a review of the Contractor’s QMS processes and quality inspection and surveillance records for the work item(s) where deficiencies are noted to validate the accuracy and effectiveness of the Contractor’s QMS.

For QMS to be considered acceptable, the Contractor must demonstrate to the Government through quality management and QC corrective and preventive actions that the risk of failure to meet performance standards has been satisfactorily mitigated.

Further detail of the QMS review process is provided within the assessment procedures in paragraph 10.4 below.

10. Performance Assessment Process

10.1 Post-Award Planning

Performance Assessment personnel should review and understand the final contract requirements, including any amendments made during the solicitation period, paying particular attention to performance objectives and standards and any changes in the scope of work. Performance Assessment personnel should also review the Contractor's technical proposal received in response to the solicitation and initial submittals, such as the QMS program (including Quality Management Plan), Accident Prevention Plan (including Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs), list of key personnel and employee listing.

Performance Assessment personnel should also meet with customer representatives to review details of the contract and discuss the process for reporting and handling of customer comments and review the contract requirements for partnering and the process described in BMS B-14.16, FSC Partnering, to be prepared for these meetings.

10.2 Scheduling Assessments

Performance Assessment personnel should develop a planned assessment schedule based upon factors such as selected MOAs, Contractor's recurring performance schedule, population of work, and local priorities and conditions. Certain work requirements may necessitate increased assessment based on performance risk considerations, e.g., services that are mission critical or have life safety impacts. Increased assessment may be conducted by adding AL2 or AL3 assessments or by targeting specific samples during routine AL1 assessment. Risk is measured based on two things: the likelihood (or probability) and event will occur and the consequence (or impact) if the event does occur.

The FAP, Attachment A, along with the starting point for assessments based on risk determination should be compared against the Contractor's work schedules as applicable to develop the initial assessment schedule. This schedule may be adjusted when required based on Contractor performance as detailed within the assessment procedures in paragraph 10.4 below.

10.3 Non-recurring work Task Orders

Non-recurring work Task Orders (TO) require 100% assessment. This means that all TOs must be verified as satisfactorily complete prior to payment. For EMALL Task Orders, verification is performed by the customer through the validation of the credit card payment and acceptance in EMALL. EMALL orders that involve high-risk evolutions will be indicated as "HIGH RISK" in the EMALL short description. The customer must notify the COR by email or phone immediately upon ordering a high-risk Non-recurring work TO. The COR will schedule appropriate safety oversight for these evolutions. For all other Non-recurring work TOs, validation is the responsibility of PA personnel. Scheduling of assessments must be planned based on the nature of the work (i.e. simple, short duration tasks performed at a single location vs. complex work performed over a longer period at multiple locations) and added to the assessment schedule after TO award.

10.4 Assessment Procedures

Every assessment must be documented on a Performance Assessment Worksheet (PAW) using the form provided in Attachment B. The assessment procedures based on the scheduled level of assessment performed are detailed below.

10.4.1 AL1 Assessments

The flowchart in Figure 1 below and corresponding descriptions shown below detail the performance assessment process used by the PAR to observe, assess, and document Contractor's performance for 2-digit Spec Items (AL1).

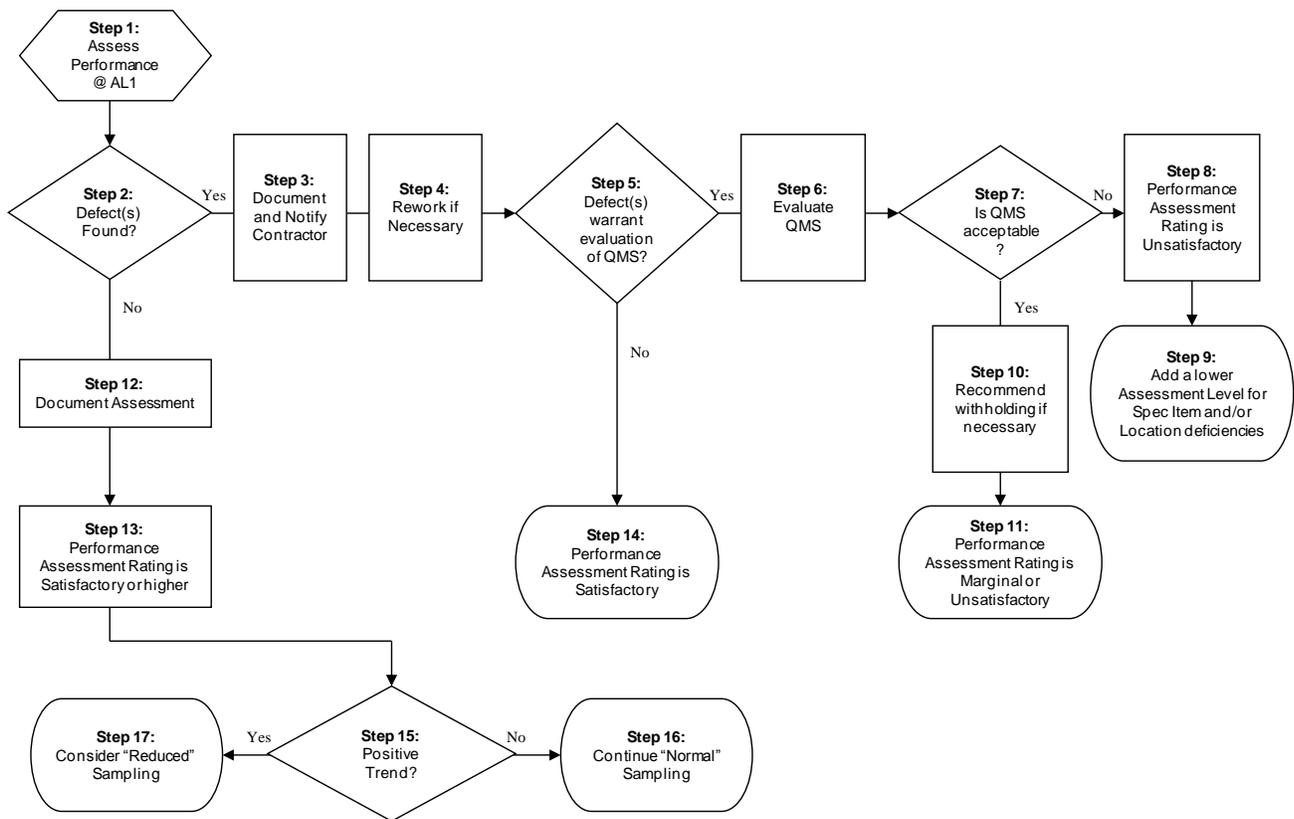


Figure 1. Performance Assessment Process for Assessment Level 1 (AL1)

Step 1: Assess Performance at AL1 – This is the typical starting point of assessment. Assess the Contractor's performance using the MOA, frequencies, and sample sizes indicated at AL1 of the FAP. The starting point may include additional PA at lower assessment levels for mission critical, safety, or environmental related services as determined based on the risk assessment performed during post-award planning. A Performance Assessment Worksheet (PAW) must be used for each assessment indicating this is an AL1 assessment. A PAW is the form used to document and report Government observations and rate Contractor performance.

Step 2: Defect(s) Found – The PAR should evaluate the Contractor’s performance of work looking for both failures to comply with performance objectives and standards as well as instances of value-added services or work that exceeds performance standards. Any observation of work that fails to meet any of the specified performance standards will be documented as a defect. Instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer comments are received (VCC), all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not met. Documentation will be completed using the Customer Comment Record, Attachment D. Documentation of UVs will be completed on a PAW. DECISION: If a defect is found, continue. If not, jump to Step 12.

Step 3: Document and Notify Contractor – Document any observed negative performance that fails to meet contract performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). If defects are found, the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within the specified timeframe to acknowledge receipt of the document. The Contractor’s signature does not constitute agreement with the Government’s assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government’s observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

Step 4: Rework if Necessary – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by reperformance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor’s Failure to Perform Required Services clause of the contract.

Step 5: Defect(s) Warrant Evaluation of QMS? – Defects warrant evaluation of QMS if: 1) they are “Significant”, 2) a “Trend” has been established, or 3) the work is not considered “Substantially Complete”. Significant defects include the Contractor’s failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractor’s QMS. Trends are typically defects found in the same or similar work requirements repeated consistently over several periods of the assessment frequency. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard. Substantial completion can be measured based on the total work requirement being assessed or based on any one element of work performance. DECISION: If QMS evaluation is warranted, continue. If not, jump to Step 14.

Step 6: Evaluate QMS – The PAR should evaluate the Contractor’s QMS to verify proper controls are in place to ensure the delivery of quality services. The PAR should follow the QMS In-Process Review Checklist, Attachment E, and document findings on this form. This review should begin with a focus on the Spec Items and/or location where defects have been found as opposed to a complete audit of the Contractor’s QMS (use Parts A & B of the checklist). The evaluation should identify corrective actions the Contractor is taking for specific discrepancies and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies,

and regain Quality Control (QC). If the initial evaluation identifies deficiencies in the Contractor's QMS with insufficient planned corrective actions or QMS changes, or, if corrective actions and QMS changes planned during previous QMS reviews have been ineffective, then broaden the evaluation to a more comprehensive review of the Contractor's QMS program (use Parts C through F of the checklist).

Step 7: Is QMS Acceptable? – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered “Acceptable” if the Contractor's actions will satisfactorily reduce the risk of continued failure to meet performance standards. DECISION: If QMS is unacceptable, continue. If QMS is acceptable, jump to Step 10.

Step 8: Performance Assessment Rating is Unsatisfactory – If the Contractor's QMS is unacceptable, then the PAR should document all findings, including a summary of the findings associated with the Contractor's QMS, on the PAW. The PAR should rate the Contractor Unsatisfactory in accordance with the evaluation ratings definitions included in the PAB Rating Summary. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

Step 9: Add a lower Assessment Level for Spec Item and/or Location deficiencies – When the Contractor's performance is Unsatisfactory at AL1 and QMS is Unacceptable, additional PA at Assessment Level 2 or 3 (AL2 or AL3) should be conducted for the Spec Item and/or location deficiencies as shown in Figure 3. [End of this assessment]

Step 10: Recommend withholding if necessary – Even if the QMS is acceptable and the Contractor has implemented or planned appropriate corrective actions, withholdings may still be warranted. The PAR should document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

Step 11: Performance Assessment Rating is Marginal or Unsatisfactory – The PAR shall document all findings, including a summary of the findings associated with the Contractor's QMS evaluation, on the PAW. The PAR should rate the Contractor Marginal or Unsatisfactory in accordance with the evaluation ratings definitions included in the PAB Rating Summary. The PAR should continue sampling the size identified as “Normal” in the FAP at AL1. [End of this assessment]

Step 12: Document Assessment – Document results of assessment particularly noting how it was validated that performance complied with contract requirements and detailing any instances of value-added services or work that exceeds contract performance standards, with supporting narrative on the PAW.

Step 13: Performance Assessment Rating is Satisfactory or Higher – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of Satisfactory or higher should be assigned. The PAR should rate the Contractor Satisfactory, Very Good, or Exceptional in accordance with the evaluation ratings definitions included in the PAB Rating Summary. Jump to Step 15.

Step 14: Performance Assessment Rating is Satisfactory – The PAR shall document all findings, including details of the failures to comply with performance objectives and standards on the PAW. Per the evaluation ratings definitions included in the PAB Rating Summary, Satisfactory is defined as "contractual performance of the element or sub-element contains some minor problems for which

corrective actions taken by the contractor appear or were satisfactory." Therefore, the PAR should rate the Contractor Satisfactory and continue sampling the size identified as "Normal" in the FAP at AL1. [End of this assessment]

Step 15: Positive Trend Established? – If the Contractor has established a trend of Satisfactory, Very Good or Exceptional performance, repeated consistently over several periods of the assessment frequency, the PAR should consider sampling at the reduced level (Jump to Step 17). If a trend has not yet been established the PAR should continue normal sampling.

Step 16: Continue "Normal" Sampling – The PAR should continue sampling the size identified as "Normal" in the FAP at AL1. [End of this assessment]

Step 17: Consider "Reduced" Sampling – The PAR should adjust sampling to the size identified as "Reduced" in the FAP at AL1. [End of this assessment]

10.4.2 AL2/3 Assessments

The flowchart in Figure 2 below and corresponding descriptions shown below detail the performance assessment process used by the PAR to observe, assess, and document Contractor's performance for 3-digit and 4-digit Spec Items (AL2/3).

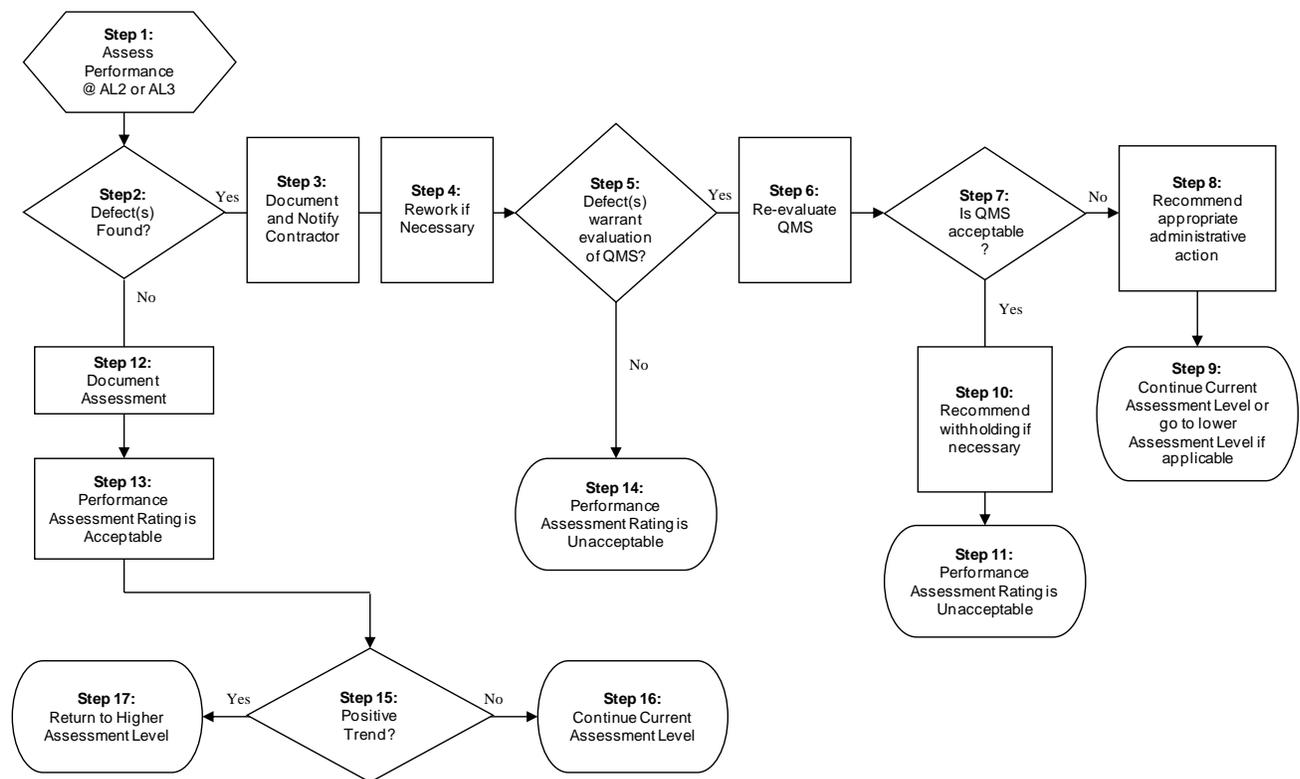


Figure 2. Performance Assessment Process for Assessment Level 2 or 3 (AL2 or AL3)

Step 1: Assess Performance at AL2 or AL3 – Start additional assessment(s) at a lower level if the rating on PAW 1 was Unsatisfactory and QMS was unacceptable. Certain work requirements may

necessitate normal assessment at AL2 or AL3 based on performance risk considerations, e.g., services that are mission critical or have life safety impacts. Assess the Contractor's performance using the MOA, frequencies, and sample sizes indicated at the appropriate assessment level, e.g., AL2 or AL3 of the FAP.

Step 2: Defect(s) Found – If the Contractor has performed all work in accordance with the performance objectives and standards, then a performance rating of Acceptable should be assigned. The PAR will document any instances of value-added services or work that exceeds performance standards with supporting narrative on the Performance Assessment Worksheet (PAW). When the assessed work fails to comply with performance objectives and standards, the PAR will document the defect on the PAW and notify the Contractor. Instances of non-conforming work discovered during unscheduled visits (UV) should also be documented as defects. Where customer comments (VCC) are received, all alleged defects must be evaluated within a reasonable time to validate that the performance standards were not met. Documentation will be completed using the Customer Comment Record, Attachment D. Documentation of UV will be completed on a PAW. **DECISION:** If defect is found, continue. If not, jump to Step 12.

Step 3: Document and Notify Contractor – Document instances of value-added performance that exceeds contract performance standards, and negative performance that fails to meet contract performance standards, with supporting narrative on the PAW. If defects are found the PAR will forward a copy of the PAW to the Contractor. The Contractor shall sign and return the PAW within the specified timeframe to acknowledge receipt of the document. The Contractor's signature does not constitute agreement with the Government's assessment, it merely acknowledges that the Contractor has been notified of a Government observed defect. Should the Contractor disagree with the Government's observations, discussions should be conducted to reach a common understanding of performance objectives and standards.

Step 4: Rework if Necessary – In the case of unsatisfactory or non-performed work, the Government may, at its option, allow the Contractor an opportunity to correct by re-performance at no additional cost to the Government. Rework shall be completed within the timeframe specified in Section E, Consequences of Contractor's Failure to Perform Required Services clause of the contract.

Step 5: Defect(s) Warrant Evaluation of QMS? – Defects warrant evaluation of QMS if 1) they are "Significant", 2) a "Trend" has been established, or 3) the work is not considered "Substantially Complete". Significant defects include the Contractor's failure to meet performance objectives and standards that result in damage to the Government, or incomplete major or critical work items. Significant defects are subjective and should be discussed in initial partnering sessions with the Contractor. Trends are defects that may be considered minor but are recurring and have not been corrected through the Contractors QMS. Substantially complete means that the performance standard is fully met except for minor or trivial non-conformances per FAR 46.407. A service will be judged to be fully conforming to the contract performance standards if the nonconformance is minor or trivial and there is no omission of essential work, and approximately 95% of the total work (population) assessed meets the performance standard. **DECISION:** If QMS evaluation is warranted, continue. If not, jump to Step 14.

Step 6: Re-evaluate QMS – The PAR should reevaluate the Contractors QMS to verify proper controls are in place to ensure the delivery of quality services. This review should be limited to the Spec Items and/or location where defects have been found as opposed to a complete audit of the

Contractor's QMS. The evaluation should identify corrective actions the Contractor is taking for specific discrepancies, and identify any QMS changes the Contractor is implementing to preclude systemic problems, avoid repeat discrepancies, and regain Quality Control (QC).

Step 7: Is QMS Acceptable? – The Contractor must demonstrate to the Government that they have taken corrective actions and identified QMS changes to preclude systemic problems, avoid repeat discrepancies, and regain QC. QMS is considered “Acceptable” if the Contractor’s actions will satisfactorily reduce the risk of continued failure to meet performance standards. **DECISION:** If QMS is unacceptable, continue. If QMS is acceptable, jump to Step 10.

Step 8: Recommend appropriate administrative action – The PAR should make recommendations to the Contracting Officer via the SPAR/COR/FSCM for appropriate administrative actions. Administrative actions may include additional performance review meetings, issuance of a Contract Discrepancy Report (CDR), Attachment F, withholding of payment including liquidated damages, or interim CPARS rating. The PAR should also document recommendations for withholding of payment on the PAW for non-conforming services when defects cannot be corrected by reperformance.

Step 9: Continue Current Assessment Level or go to lower Assessment Level if applicable – The PAR shall continue sampling at the size and frequency identified in the FAP at the appropriate assessment level or can move to a lower level of assessment if applicable. Additionally, if there is a negative trend in Contractor performance, the PAR should consider modification of the MOAs, sample sizes, and frequencies included in the FAP.

Step 10: Recommend withholding if necessary – If the Contractor’s QMS is acceptable, then the PAR may still consider recommending withholding of payment for non-conforming services when defects cannot be corrected by re-performance by documenting on the PAW.

Step 11: Document Performance Assessment Rating as Unacceptable – The PAR shall document all findings, including findings associated with the Contractor’s QMS, which justify rating the Contractor’s performance as Unacceptable. The PAR shall continue sampling the size identified in the FAP at the current assessment level. [End of this assessment]

Step 12: Document Assessment – Document results of assessment with supporting narrative on the PAW, particularly noting how it was validated that performance complied with contract requirements.

Step 13: Document Performance Assessment Rating as Acceptable at appropriate assessment level – The PAR shall document all findings which justify rating the Contractor’s performance as Acceptable. Jump to Step 15.

Step 14: Document Performance Assessment Rating as Unacceptable – The PAR shall document all findings which justify rating the Contractor’s performance as Unacceptable. The PAR shall continue sampling the size identified in the FAP at the current assessment level. [End of this assessment]

Step 15: Positive Trend Established? – If the Contractor has established a trend of acceptable performance over a period of time, e.g., three months, the PAR should return to a higher assessment level (Jump to Step 17). If a positive trend has not yet been established the PAR should continue at the current assessment level.

Step 16: Continue Current Assessment Level – The PAR should continue sampling at the size and frequency identified in the FAP at the appropriate assessment level. [End of this assessment]

Step 17: Return to Higher Assessment Level – The PAR should discontinue the additional lower level assessment and move to a higher assessment level or reduce to normal AL1 assessment. [End of this assessment]

10.4.3 Safety Assessment

As detailed in BMS B-14.18, FSC Safety, proper oversight of Contractor safety is an integral part of effective performance assessment. There are two preferred methods for assessing a Contractor's safety performance: 1) Assessing safety while conducting regular periodic sampling; and 2) Documenting "unscheduled visits" to specifically assess safety anytime the performance of work can be observed.

Note: Anytime a safety issue is observed, the PAR should take appropriate immediate action to stop work as necessary until the unsafe practices are properly corrected.

The PAR shall record all safety assessments on the PAW including a supporting narrative regarding the safety issues observed in the comments block. The FSC Safety Assessment Checklist, Attachment G, should be used to identify the specific areas where safety issues were noted and attached to the PAW. Similar to the assessment process detailed above, the PAR should consider the significance of safety issues and any trends observed in evaluating the need for further review of the Contractor's safety program and the addition of more scheduled assessments.

If a detailed review of the Contractor's safety program is deemed necessary, the PAR should evaluate the Contractor's Accident Prevention Plan (APP)/Activity Hazard Analysis (AHA) to verify proper safety controls are in place to ensure their employees are performing work in accordance with EM 385-1-1. This review shall ensure the APP/AHA is site specific and relevant to the service process. The safety program review should identify discrepancies between the Contractor's APP/AHA with the EM 385-1-1 and identify any corrective actions the Contractor is implementing to preclude systemic problems and avoid repeat safety issues. The PAR should coordinate with the local command Safety Representative for assistance in review of Contractor's APP.

The PAR must also be familiar with other safety responsibilities detailed in BMS B-14.18, including assisting with Occupational Safety and Health Administration (OSHA) inspections and ensuring Contractors follow the proper procedure for mishap notification.

10.4.4 Management and Administration Assessment

Contractor compliance with contract requirements, including those specified in Annex 0200000 or Spec Item 2 of the functional annex, can generally be evaluated through the assessment of work performed. For example, the Contractor must provide properly trained and qualified personnel to perform work in order to meet the standards specified in the contract. However, there remain certain overall management and administration requirements that cannot be effectively assessed through PA scheduled per the FAPs. Therefore, the COR will conduct a monthly assessment to evaluate the Contractor's compliance with management and administration requirements as specified in Annex 0200000 using the checklist provided in Attachment H.

10.4.5 Contract Discrepancy Reports

Contract Discrepancy Reports (CDRs) are a formal administrative action intended to document and track Contractor corrective actions for resolution of continued unsatisfactory performance. CDRs will be issued for repeated failures where the Contractor has an unacceptable QMS that has not been effectively corrected. That is, the following conditions have occurred:

- 1) Defects at AL1 led to a QMS evaluation,
- 2) The Contractor's QMS was found to be unacceptable and additional assessments were scheduled for the AL2/3 level,
- 3) AL2/3 assessments revealed further defects and the QMS evaluation was again unacceptable.

Issuance of a CDR requires the Contractor to evaluate the noted discrepancy, determine root cause of the failure to perform, and develop a plan to ensure contract requirements are met. CDRs require Contractor response and Government acceptance of the Contractor's corrective action. CDRs must be tracked until officially closed out by the Government. The Contract Discrepancy Report format is included in Attachment F.

11. Assessment Summary and Evaluation

11.1 Monthly Performance Assessment Summary (MPAS)

The PAR and SPAR will collect, review, and evaluate the results of all performance assessments including PAW documentation, safety assessments, validated customer comments, customer evaluations, trend data, and Contractor QMS corrective and preventive actions. The PAR summarizes PA information and completes the comments block on the MPAS for each annex/sub-annex. The MPAS for each annex/sub-annex is included with the applicable FAP, Attachment A. The SPAR reviews completed annex/sub-annex MPAS, provides recommended actions as applicable, assigns an overall technical rating for the function, and validates the MPAS by signing it. Supporting information (e.g. copies of completed PAWs, VCCs, Customer Evaluation forms, and other assessment documentation) should be made available with the MPAS.

11.2 Invoice Validation and Withholdings

Results of performance assessments and other PA information should also be used as part of the validation of the Contractor's monthly invoice amount. The COR will make a determination for the value of the estimated damages to the Government for non-conforming or non-performed work and recommend to the KO the appropriate withholding including liquidated damages (LDs). Documentation must be provided to support the reduced value of services and/or the estimated cost and related profit to correct deficiencies and complete unfinished work.

The COR is designated as a Departmental Accountable Official (DAO) due to the duties for invoice verification and the responsibility to ensure that payment recommendations are made only for services received that meet the performance standards of the contract. The COR must review the submitted invoices for accuracy and completion of required supporting documentation. The COR should reference MPASs with associated PAWs and other assessment documentation to verify completion of required services and determine if any withholdings or deductions are warranted.

For invoices submitted through Wide Area Work Flow (WAWF), the COR performs the inspector role as detailed in BMS S-17.4.14.2 Process Wide Area Work Flow (WAWF) Invoices. For non-WAWF invoices, follow local process for documenting invoice reviews.

11.3 COR Activity File

In order to provide an auditable trail of documentation supporting the assessment of Contractor performance, the COR is required to maintain a file for each contract/order assigned. A list of items that must be included (at a minimum) in a COR file can be found in NAVFAC Instruction 4200.1, Contracting Officer's Representative. The COR File will be maintained until the end of contract performance, when it is then turned over to the Contracting Officer for inclusion as part of the official contract file.

Hardcopy files are maintained by the COR in a folder(s) annotated with the contract number and period of performance for the included documentation. Supporting documentation (e.g. PAWs) for the current period of performance may be located in individual files retained by each PAR. All content in electronic format is located on a secure shared drive.

Performance Assessment Board (PAB)

The Performance Assessment Board membership consists of the following:

PAB Chairperson – COR/SPAR

PAB Member – PAR

PAB Member – KO

The PAB will convene semiannually to review and evaluate Contractor performance. The date, time, and location of PAB meetings will be established by the PAB Chairperson and communicated to all PAB members.

Additional participants may include Site Safety Manager, Customer representative as specifically requested or approved by the PAB Chairperson. The personnel may participate in the discussion of Contractor performance, but will have no vote on consensus ratings.

The COR (with support as required from PARs) should be prepared to brief the PAB on the monthly summary information and trend data and offer a recommended consensus rating to the PAB based on assessment results. Each PAB member should consider the information presented and individually document ratings with supporting comments for each area defined in CPARS on the PAB Rating Summary form, Attachment J. The PAB Chairperson should develop a consensus rating for each factor and document comments relevant to each rating factor from the PAB review. At, or near, the end of each performance period, the PAB should review previous PAB Rating Summaries in addition to performance during the most recent evaluation period to develop overall input for official CPARS ratings and relevant comments. This final PAB report should be used by the Assessing Official Representative (AOR) for entry into CPARS for the performance period.

Specific details of the PAB process are provided in BMS B-14.26, Performance Assessment Board.

12. Summary

The PAP is based on the premise that the Contractor is responsible for managing and ensuring that quality controls meet the terms of the contract. The PAP facilitates consistent and effective tiered

PA to verify the accuracy and completeness of the Contractor's QMS and to assess overall compliance with performance objectives and standards. The Government will evaluate Contractor performance through appropriate assessment methods to ensure payments are made only for services that comply with contract requirements. This PAP is a "living" document that will be revised or modified as circumstances warrant.

PERFORMANCE ASSESSMENT WORKSHEET

ANNEX/SUB-ANNEX: _____

Attachment A: Functional Assessment Plan (FAP)

See Separate FAP Attachment

PERFORMANCE ASSESSMENT WORKSHEET

ANNEX/SUB-ANNEX: _____

Attachment B: Performance Assessment Worksheet

PAW (Indicate Level)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> Non-recurring work
CONTRACT NO:		PAR NAME:		
SAMPLE ID:		DATE:		
SAMPLE LOCATION:				
SPEC ITEM / TO #:		TITLE:		
SAFETY ASSESSMENT: Issues found? <input type="checkbox"/> No <input type="checkbox"/> Yes (document details below)				
COMMENTS: (Document findings/observations of how performance complies with contract requirements and detail any value-added or negative performance, and trends)				
RATING: (For AL-2/3)		<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	
PAR (signature): _____ DATE: _____				
CONTRACTOR (signature): _____ DATE: _____				
REWORK:	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> N/A	
QMS EVALUATION: (Document effectiveness of contractor's QMS to detect/correct negative performance and reverse trends. Attach QMS review checklist.)				
QMS RATING:	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> N/A	
PERFORMANCE ASSESSMENT RATING: (FOR AL-1 or Non-recurring work)				
<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

Attachment C: QMS Pre-performance Review Checklist

GENERAL INFORMATION			
	NAME	PHONE	EMAIL
CONTRACTOR Project Manager			
CONTRACTOR Quality Manager			
SUB-CONTRACTOR QC			
SUB-CONTRACTOR QC			
PERFORMANCE ASSESSMENT REPRESENTATIVE (PAR)			
SUPERVISORY PAR / COR			
CONTRACT INFORMATION			
TITLE:			
Contract #:	TO#	LOCATION:	
START:	END:	CONTRACT PRICE:	

ACCEPTANCE OF CONTRACTOR'S QUALITY APPROACH DOES NOT LIMIT CONTRACTING OFFICER FROM REQUIRING ADDITIONAL MEASURES IF PERFORMANCE IS UNACCEPTABLE.

QUALITY MANAGEMENT BRIEFING CHECKLIST	
CHECKPOINT (Y/N)	COMMENTS
QUALITY ORGANIZATION:	
Is the QM plan submitted in accordance with Annex 0200000 and Section F requirements?	
Is the Quality organization clearly identified (e.g., org chart) and a list of all Quality personnel provided?	
Are the responsibilities of Quality personnel detailed and lines of authority explained (e.g., Quality staff and Quality Manager reports directly to Prime Contractor management)?	
Are the training and qualification requirements for Quality staff specified and does the Contractor's staff meet these requirements?	
Does the Quality organization show relationship between the Prime Contractor's Quality staff and Subcontractor's management or Quality?	

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

QUALITY APPROACH:		
	Is the QM plan current and specifically tailored for this contract?	
	Does the Contractor's Quality Management System and management approach indicate a clear understanding of the contract requirements?	
METHODS AND PROCEDURES FOR PERFORMANCE OF WORK:		
	Does the Contractor provide detail of their work planning and control to ensure first time quality? This could include:	
	a. Proper selection and training of personnel	
	b. Tracking and verification of training and certification requirements	
	c. Work center supervisor/lead personnel oversight of work performance	
	d. Detailed SOPs and procedures for work requirements	
	e. Routine training and meetings	
	f. Selection procedures for subcontractors	
	g. Management control of subcontracted work	
SURVEILLANCE AND INSPECTION PROCEDURES:		
	Does the Contractor provide detailed procedure for the selection of samples (e.g., percentage of work inspected, process for selection of samples, in-process vs. completed work.)?	
	Does the QM plan detail procedures for the collection, recording, and analysis of inspection and surveillance results?	
	Does the QM plan include processes for utilization analysis of inspection and surveillance results to determine cause and implement corrective actions?	
	Does the QM plan provide a process for preventing recurrence of quality issues and continuous improvement of work performance?	
	Does the QM plan detail specific procedures for the oversight of subcontracted work or the review and analysis of subcontractor quality?	

QUALITY MANAGEMENT SYSTEM PRE-PERFORMANCE REVIEW CHECKLIST

DOCUMENTATION AND RECORDS MANAGEMENT:	
	Does the Contractor have a process for the control and retention of Quality documentation and records?
	Does the Contractor provide the controls in place to ensure all Quality records are documented, maintained reviewed and properly filed?
	Does the QM plan have a process for the review of documentation for completeness, accuracy, and consistency? (This may include management reviews or internal audit plan.)
	Does the QM Plan provide a process for tracking and ensuring all submittal requirements are met?
COMMUNICATION WITH GOVERNMENT:	
	Does the QM plan address the level, format, and frequency of communications with the government? This could include:
	a. Routine, yet informal communications between contractor, quality staff, and Government PARs
	b. Established meeting requirements between Contractor Quality and/or management staff with Government PA and/or contracting personnel.
	c. Progressive reporting and communication based on the frequency or severity of the issue being addressed (e.g., Quality staff to PAR, Quality Manager to SPAR/FSCM, Project Manager to PWO
	d. Details of protocol for attendance at meetings required by contract, including partnering sessions.
REVIEW SIGNATURES	
PAR:	DATE:
SPAR/COR:	DATE:
CONTRACTOR QUALITY MANAGER:	DATE:
CONTRACTOR PROJECT MANAGER:	DATE:
SUBCONTRACTOR:	DATE:
SUBCONTRACTOR:	DATE:

CUSTOMER COMMENT RECORD

ANNEX/SUB-ANNEX: _____

Attachment D: Customer Comment Record

CONTRACT NO: _____	DATE/TIME RECEIVED: _____ RECEIVED BY: _____		
SOURCE OF COMMENT ORGANIZATION: _____ INDIVIDUAL: _____ PHONE: _____			
LOCATION: _____			
SPEC ITEM: _____	TITLE: _____		
<u>DETAILS OF OBSERVATION:</u> (Provide specific details of the requirement observed.) 			
Comment Validation:	<input type="checkbox"/> Valid	<input type="checkbox"/> Non-valid	
<u>COMMENTS:</u> 			
PAR (signature): _____		DATE: _____	
CONTRACTOR (signature): _____		DATE: _____	
REWORK:	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> N/A
PAR (signature): _____		DATE: _____	

QMS IN-PROCESS REVIEW CHECKLIST

Attachment E: QMS In-process Review Checklist

CONTRACT #:	TITLE:
PAR NAME:	DATE:
ANNEX/SUB-ANNEX:	
SPEC ITEM:	TITLE:

QMS REVIEW CHECKLIST		
If observed defects warrant evaluation of QMS, the initial review should be limited to the Spec Items and/or location where defects have been found. This process begins with Part A & B below.		
	CHECKPOINT (Y/N)	COMMENTS
A. QUALITY SURVEILLANCE AND INSPECTION SCHEDULES		
	1. Is there a quality surveillance and inspection schedule? Does it include:	
	a. Surveillance and inspections to be performed?	
	b. Frequency of surveillance and inspections?	
	2. Is there a current schedule?	
	3. Does the schedule reflect all contractual requirements?	
	4. Are the number and frequency of surveillance and inspections sufficient?	
	5. Do the schedules match the QM plan?	
	6. Is the schedule being followed?	
B. DOCUMENTATION AND ANALYSIS OF QUALITY DATA		
	1. Are the results of all surveillance and inspections properly documented?	
	2. Are quality deficiencies properly resolved and tracked?	
	3. Is quality documentation of deficiencies analyzed for trends and root cause?	
	4. Is appropriate action taken or planned to prevent recurrence of quality issues?	
	5. Is there verification process to ensure corrective and preventative actions are effective?	
	6. Are appropriate continuous improvement plans in place and communicated to workforce?	

QMS IN-PROCESS REVIEW CHECKLIST

Comments: (Document corrective actions taken or QMS changes being implemented. If QMS is unsatisfactory, document findings and rationale for additional review conducted below.)

If review conducted above identifies deficiencies in the Contractor's QMS with insufficient planned corrective actions or QMS changes, or, if corrective actions and QMS changes planned during previous QMS reviews have been ineffective, then continue review with Parts C through F below.

CHECKPOINT (Y/N)	COMMENTS
C. QUALITY MANAGEMENT PLAN	
1. Is the written QM plan available on site?	
2. Is the QM Plan current?	
3. Does the QM staff meet the requirements designated in QM plan (in terms of staff provided and qualifications and training)?	
D. WORK PROCESSES AND PROCEDURES	
1. Are work instructions, processes and procedures documented?	
2. Are work instructions, processes and procedures available and used by affected personnel?	
3. Is there a process to communicate work instructions, processes and procedures throughout the project and organization?	
4. Are training records properly maintained for employees who are performing the work?	
E. SURVEILLANCE AND INSPECTION PROCESS	
1. Does the documented surveillance and inspection system match the requirements of the QM plan?	
2. Are surveillance and inspection forms used systematically that document both conformances and non-conformances?	
3. Are the surveillance and inspection criteria linked to the performance objectives and standards of the contract?	
4. Does the communication and follow-up on deficiencies follow the process detailed in the QM plan?	
5. Is analysis performed on surveillance and inspection data to identify trends and opportunities for improvement?	
6. Are there examples of process improvements based on surveillance and inspection data?	

QMS IN-PROCESS REVIEW CHECKLIST

CHECKPOINT (Y/N)	COMMENTS		
F. CUSTOMER COMMUNICATION			
1. Are required meetings being held and attended as scheduled?			
2. Is there documentation of the meetings and associated follow-up activities, i.e. action registers, meeting minutes, agendas?			
3. Is there proper response and tracking of issues identified by Government personnel?			
4. Is there a written documentation of issues, e.g., complaint/compliments logs, registers, records?			
5. Is there a system for correction of defects/problems to satisfy customers?			
6. Is there an escalation procedure if defects/problems are not addressed satisfactorily?			
<p>Comments: (Document corrective actions taken or QMS changes being implemented. If QMS is unsatisfactory, document recommendation to move to a lower assessment level or take appropriate administrative action.)</p>			
QMS RATING:	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> N/A
REVIEW SIGNATURES			
SPAR:		DATE:	
CONTRACTOR QUALITY REPRESENTATIVE:		DATE:	

Attachment F: Contract Discrepancy Report (CDR)

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER
GOVERNMENT ACTION		
2. TO (Contractor and Manager Name)	3. FROM (Name of Government Representative)	
4. DISCREPANCY OR PROBLEM		
5. CONTRACTOR NOTIFIED (Date, Time, Contact Name)		
6. SIGNATURE OF CONTRACTING OFFICER		7. DATE
CONTRACTOR ACTION		
8. TO (Contracting Officer)		9. FROM (Contractor)
10. CONTRACTOR RESPONSE (Cause, corrective actions to prevent recurrence. Attach continuation sheet if necessary.)		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE		12. DATE
GOVERNMENT CLOSE OUT		
13. GOVERNMENT EVALUATION (Acceptance, partial acceptance. Attach continuation sheet if necessary.)		
14. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other.)		
15. SIGNATURE OF CONTRACTING OFFICER		16. DATE
17. SIGNATURE OF REVIEWING OFFICIAL		18. DATE

FSC SAFETY ASSESSMENT CHECKLIST

ANNEX/SUB-ANNEX: _____

Attachment G: FSC Safety Assessment Checklist

CONTRACT NO:				PAR NAME:			
SAMPLE ID:				DATE:			
SAMPLE LOCATION:							
SPEC ITEM / TO #:		TITLE:					
SAFETY ASSESSMENT: Issues found? <input type="checkbox"/> No <input type="checkbox"/> Yes (indicate area of safety deficiency below)							
Administrative					Issue	No Issue	N/A
Is the Contractor staff knowledgeable of Activity Hazard Analyses (AHAs) and Occupational Risk and Compliance Plans and Programs related to the work performed?							
Is the Contractor Site Safety Plan (AHA) on site?							
Have all potential hazards been identified and appropriate controls implemented?							
Are there Emergency Planning/Communication procedures in place?							
Are there First Aid and CPR Trained personnel on site as required?							
Safety Hazards	Issue	No Issue	N/A	Safety Hazards	Issue	No Issue	N/A
Chemical hazards/MSDS				Accident Prevention (signs, tags, barricades, covers, etc)			
Site Cleanliness (floor care, signage removal, etc)				Hot Work (Welding/Grinding)			
Environmental Conditions (Heat/Cold stress, weather)				Fall Protection/Working at Heights (Ladder Safety, Scaffolding/Staging, Aerial Lifts, etc)			
Lead Paint/Asbestos				Slips, Trips, and Falls			
Biological Hazards (Animals, insects, etc)				Personal Protective Equipment (PPE)			
Soil Disturbance				Respirator Protection			
Underground Utilities/Utility Clearance				Confined and Enclosed Space			
Vehicle Operation and Condition				Trenching/Excavations			
Weight Handling Equipment Safety				Electrical Safety			
Crane Safety				Lockout/Tagout (Control of Hazardous Energy)			
Traffic Control				Ergonomics and Musculoskeletal Hazards			
Equipment Use and Condition				Fire Safety			
Material Handling				Compressed Gas			
<i>Note: Include detailed comments related to Safety assessment on the PAW</i>							

Attachment H: Annex 2 – Management and Administration Evaluation Checklist

See checklist that begins on next page.

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: N40085-16-D-1612 Title: Automatic Doors Period Assessed: _____

<<Note to Spec Writer: Edit Spec Items and requirements to correlate to contract PWS. Tailor as appropriate to add/delete requirements based on local conditions.>>

Quality					
Spec Item	Title	Requirement	YES	NO	N/A
2.5	Contractor-Furnished Items	Does the Contractor provide all equipment, materials, parts, supplies, components and facilities to perform the requirements of this contract?			
2.5	Contractor-Furnished Items	Are inadequate or unsafe items removed and replaced by the Contractor at no cost to the Government?			
2.5	Contractor-Furnished Items	Are materials asbestos, lead, and polychlorinated biphenyls (PCBs) free?			
2.5	Contractor-Furnished Items	Are energy efficient tools and equipment used when available?			
2.5	Contractor-Furnished Items	Are samples, Material Safety Data Sheets (MSDS) or Manufacturer’s Data Cut Sheets of Materials provided upon request?			
2.6	Management				
2.6.4	Deliverables	Are records and reports accurate, complete and submitted within the times specified as per Section F?			
2.6.6	Government’s Computerized Maintenance Management Systems (CMMS)	Are the records stored in the Government’s Computerized Maintenance Management Systems (CMMS) maintained accurate and complete?			
2.6.7	Quality Management System (QMS)	Is the Contractor's Quality Management System (QMS) an effective and efficient means of identifying and correcting problems throughout the entire scope of operations?			
2.6.9	System and Equipment Replacement	Are replacement components the same model/style or equivalent as the component being replaced?			
2.6.9	System and Equipment Replacement	Are all substitute replacement components accepted by the KO prior to use?			
2.12	Technical Library	Does the Contractor continually update library material to ensure all data is current, complete, accurate and suitable for intended use?			
2.12	Technical Library	Does the Contractor monitor the use of the libraries to ensure materials are returned and data integrity is not compromised?			
2.13	Warranty Management	Is the Contractor aware of which equipment and components are covered by the original warranty and the warranty duration?			
2.13	Warranty Management	Does the Contractor report any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty?			
COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					
<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: N40085-16-D-1612 Title: Automatic Doors Period Assessed: _____

Schedule					
Spec Item	Title	Requirement	YES	NO	N/A
2.6	Management				
2.6.1	Work Reception	Does the Contractor receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours?			
2.6.2	Work Control	Has the Contractor implemented all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress.			
2.6.2	Work Control	Does the Contractor plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards?			
2.6.2	Work Control	Are status updates provided within the times specified?			
2.6.3	Work Schedule	Does the Contractor work interfere with normal Government business?			
2.6.3	Work Schedule	In those cases where some interference is unavoidable, does the Contractor minimize the impact and effects of the interference?			
2.6.3	Work Schedule	Does the Contractor provide advance access to all of their work schedules and notify the KO of any difficulty in scheduling work due to Government controls?			
2.6.6	Government’s Computerized Maintenance Management Systems (CMMS)	Are the records stored in the Government’s Computerized Maintenance Management Systems (CMMS) updated within the times specified?			
COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					
<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: N40085-16-D-1612 Title: Automatic Doors Period Assessed: _____

Management					
Spec Item	Title	Requirement	YES	NO	N/A
2.3	General Administrative Requirements				
2.3.1	Required Conferences and Meetings	Does the Contractor attend all required conferences and meetings?			
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	Does the Contractor attend Government provided training for maintenance and operation of new and replacement systems and equipment?			
2.3.3	Partnering	Do key members of the prime contractor and subcontractors teams (including senior management) participate?			
2.3.3	Partnering	Did partnering demonstrate cohesiveness between the Government and Contractor?			
2.3.6	Protection of Government Property	Does the Contractor protect Government property and return areas damaged as a result of negligence under this contract to their original condition?			
2.4	Government-Furnished Property, Materials and Services	Does the Contractor maintain Government-Furnished Property in accordance with FAR 52.245, GOVERNMENT PROPERTY and NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES?			
2.6.7	Quality Management System (QMS)	Does the Contractor provide proactive management of subcontractor performance?			
2.6.8	Property Management Plan	Has the Property Management Plan shall be submitted per Section F?			
2.6.8	Property Management Plan	Does the contractor's Property Management Plan identify the Contractor's policies, procedures, and practices in receiving and performing physical inventories, repairing and maintaining, preserving and protecting, and reporting the disposition of accepted government property in its possession?			
2.7	Personnel Requirements				
2.7.1	Key Personnel	Has the Contractor submitted a List of Key Personnel, Qualifications and an Organizational Chart that includes the names of personnel and their position title?			
2.7.1	Key Personnel	Does the contractor meet the qualifications of the key position, as described in the contract, with who filled the key position?			
2.7.2	Employee Requirements	Do the Contractor key personnel manage their employees to ensure personnel are fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform?			
2.7.2	Employee Requirements	Do the key personnel ensure that all personnel are legal residents, speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures?			
2.8	Security Requirements	Do the Contractor key personnel ensure that employees are in compliance with all Federal, state, and local security statutes, regulations, requirements, and ensure that all security/entrance clearances are			

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: N40085-16-D-1612 **Title:** Automatic Doors **Period Assessed:** _____

		obtained?			
2.11	Disaster Preparedness	Does the Contractor comply with the installation's Contingency Instruction and support the installation Contingency Response Plan, as directed by the KO?			
2.14	RECURRING Work Procedures	Does the Contractor take full responsibility for work up to the RECURRING limits that are specified in subsequent annexes or sub-annexes			
2.15	Non-recurring work Work	Does the contractor submit proposals for task orders on time?			
2.15	Non-recurring work Work	Does the contractor provide reasonable price proposals for task orders?			
COMMENTS: (Document findings of how performance complies with contract requirements and detail any value-added or negative performance, and trends)					
<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					

ANNEX 2 – MANAGEMENT AND ADMINISTRATION EVALUATION CHECKLIST

Contract #: N40085-16-D-1612 Title: Automatic Doors Period Assessed: _____

Regulatory Compliance					
Spec Item	Title	Requirement	YES		NO
2.3.4	Permits and Licenses	Has the Contractor obtained and submitted to the KO within the time specified all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations?			
2.9	Contractor Safety Program	Is the Contractor’s safety program in compliance with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act?			
2.9	Contractor Safety Program	Has the Contractor develop and implement an APP (which includes the AHA and the Occupational Risk and Compliance Plans) in accordance with the requirements in Annex 2.			
2.10	Environmental Management and Sustainability	Has the contractor complied with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and biobased products?			
2.10	Environmental Management and Sustainability	Has the contractor complied with specifications, laws, regulations, and executive orders, and with base-wide instructions related to environmental protection?			
COMMENTS:					
<input type="checkbox"/> Exceptional		<input type="checkbox"/> Very Good		<input type="checkbox"/> Satisfactory	
		<input type="checkbox"/> Marginal		<input type="checkbox"/> Unsatisfactory	

COR (signature): _____

DATE: _____

COR (printed name): _____

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: N40085-16-D-1612

Period of Rating: _____

Attachment J: Performance Assessment Board Rating Summary

Note: Refer to “Guidance for the Contractor Performance Assessment Reporting System (CPARS)” for additional information on each of the evaluation areas listed below.

<p><u>Quality</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:</p> <ul style="list-style-type: none"> • Are reports/data accurate? • Does the product or service provided meet the specifications of the contract/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? 					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)					
Comments:					
<p><u>Schedule</u> 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). Questions to consider include the following:</p> <ul style="list-style-type: none"> • 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 he taken appropriate corrective action of his 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? 					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)					
Comments:					

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: N40085-16-D-1612

Period of Rating: _____

Cost Control (Not required for Fixed Price type contracts/orders).

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 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/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
- Subcontract Management
- Program Management and Other Management
- Management of Key Personnel

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)	<input type="checkbox"/>				

Comments:

Utilization of Small Business

FAR Subpart 19.7 and 15 U.S.C. 637 contains statutory requirements for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business 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.

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: N40085-16-D-1612

Period of Rating: _____

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)					
Comments:					
<p><u>Regulatory Compliance</u></p> <p>Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes. 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. Consider questions such as the following:</p> <ul style="list-style-type: none"> • Has the contractor complied with all contract clauses and reporting requirements (e.g., FAPIIS, FAR Subsection 9.104-6, FAR Clause 52.209-9)? • Has the contractor complied with the reporting requirements relating to recovered material content utilized in contract performance (see FAR Subpart 23.4)? • Has the contractor complied with contractual safety requirements and labor laws (see FAR Subsection 22.407, FAR Clauses 52.222-4, 52.222-34, 52.222-20)? • Has the contractor complied with Hazardous Material Identification and Material Safety Data (see FAR Subpart 23.3, FAR Clauses 52.223-3)? • Has the contractor complied with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and biobased products (FAR Subparts 23.2, 23.4, 23.7)? • Has the contractor implemented an effective safety program; one which minimizes/mitigates potential accidents (FAR Subsection 36.513, FAR Clause 52.236-13)? • Is the contractor complying with affirmative action and EEO compliance requirements (see FAR Subpart 22.8, FAR Clauses 52.222-26, 52.222-27)? • Has the contractor complied with combating trafficking in persons (see FAR Subpart 22.17, FAR Clause 52.222-50)? 					
	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Rating (place an X in the appropriate box)					
Comments:					

PERFORMANCE ASSESSMENT BOARD RATING SUMMARY

Contract #: N40085-16-D-1612

Period of Rating: _____

Evaluation Ratings Definitions (Excluding Utilization of Small Business)		
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 assessed was accomplished with few minor problems for which corrective actions taken by the contractor was 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 assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.	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.
Satisfactory	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.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. 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.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed 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.	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).
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 a serious problem(s) for which the 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 state 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 tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).