

Completing the Construction Contract Evaluation Form DD2626

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Instructions for Completing a DD Form 2626 (Construction)

All WFLHD instructions in RED

The Construction Evaluation form is designed to evaluate prime contractor performance. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address, and the specific actions taken in Block 20, Remarks. For evaluations on Design-Build contracts, the remarks should include the same subcontractor information (DUNS, etc.) and an evaluation of the design work to support the construction effort. The procedures described below are not applicable to those Agencies that use the Resident Management System (RMS), i.e., the U.S. Army Corps of Engineers (USACE). Evaluations should be initiated and completed in RMS per agency instructions and sent to CCASS via the RMS/CCASS Interface.

When applicable, put BOTH contract & task order numbers in block 1. Example: DTFH7007D00007T10002

A3.1 **Block 1 – Contract Number.** Enter the contract number (no dashes or spaces) as identified on the contract being evaluated. MANDATORY

A3.3 **Block 2 – DUNS.** Enter the prime Construction contractor's DUNS or DUNS+4 number. MANDATORY The Data Universal Number (DUNS) is a unique nine-character company identification number issued by Dun & Bradstreet. To verify or locate a DUNS number for the firm in the Central Contractor Registration (CCR), visit: <http://www.bpn.gov/CCRINQ/scripts/search.asp>. See your contract, Page A-4, block 14.

A3.5 **Block 3 – Type of Evaluation.** Indicate whether the evaluation is an Interim, Final, or Amended Final report. MANDATORY

- **Interim** - A best practice is to complete an interim evaluation on individual contracts or task orders at mid-point of the contract/task order when the contract/task order term is 24 months or more. An interim evaluation will be prepared when a firm's overall performance (Block 11) is "unsatisfactory." Any interim "unsatisfactory" evaluations and a summary of any actions the firm took to remedy the deficiencies shall be recorded in Block 20, "Remarks" of the final evaluation. An interim evaluation can be prepared at other times, as appropriate, at the Government's discretion. Percentage is MANDATORY if this is an interim evaluation.
- **Final** - A final performance evaluation will be completed upon contract completion or termination. The final performance evaluation replaces interim evaluations and should summarize significant information from the interim evaluations(s).
- **Amended Final** - Amended Final performance evaluations may be prepared after the final performance evaluation to record the contractor's performance relative to contract close-out,

warranty performance and other administrative requirements. The amended final performance evaluation replaces the final evaluation and should summarize significant information from the final evaluation(s). Amended finals are prepared and completed in the same manner as interims and final evaluations, including coordination with the Contractor. Indicate Amended Final when there is a change to a completed final evaluation that changes the overall rating level or one or more of the performance elements in Blocks 15-19.

Note: Interim evaluations are replaced by subsequent Interim or Final evaluations for the same contract/order number. Final evaluations are replaced by subsequent Amended Final evaluations for the same contract/order number.

A3.6 Block 4 – Terminated Type. Indicate reason for termination.

- **Default** - Default occurs when the contractor fails to perform their contractual obligations and fails to cure the default.
- **Convenience** - Convenience is when the Contracting Officer decides that termination is in the best interest of the Government. In instances of termination for convenience the contractor performed to the contractual requirements or the contractor's non-performance/failure to perform was excusable.
- Select None if not applicable.

Note: If a contract is terminated for convenience or default, a brief explanation of the circumstances should be provided in Remarks, Block 20.

A3.7 Block 5 – Name/Address of Contractor. Indicate name and address of the prime construction contractor or Joint Venture being evaluated. MANDATORY

Note: State and Zip are only required if the country is U.S.A. When the prime construction contractor is located outside the U.S.A., enter the Province in the State field, if applicable.

A3.8 Block 6a – Procurement Method. Indicate the method of procurement MANDATORY

- **Sealed Bid** - Contracts awarded based on price and price-related factors.
- **Negotiated** - Contracts awarded based on Requests for Proposal.
- **Negotiated (Design-Build)** - Combines design and construction in one construction contract; awarded based on Requests for Proposal.
All Task order Contracts are considered "Negotiated"

A3.9 Block 6b – Type of Contract. Indicate the type of contract. MANDATORY

- **Firm-Fixed Price** - A firm-fixed-price contract establishes a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.
- **Cost-Reimbursement** - Cost-reimbursement contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the cost not exceed (except at its own risk) without the approval of the Contracting Officer. *Not used in WFL.*
- **Other** (specify) - There are a variety of other contract types. If other type of contract is used it is MANDATORY to state the other type in the field provided.

A3.10 **Block 7 – Description and Location of Work.** Provide a complete description of work, including geographical location. MANDATORY Always include Project No/Name.

A3.11 **Block 8 – Type and Percent of Subcontracting.** Provide a brief description of type (mechanical; electrical, etc.) and the percentage of subcontracting. Include the amount of subcontract costs of the total contract effort. Do not include subcontractor/supplier's name

A3.12 **Block 9 – Fiscal Data.** ENTER WHOLE DOLLAR AMOUNTS ONLY; DO NOT USE COMMAS, DECIMALS OR DOLLAR SIGNS.

- a. **Amount of Basic Contract** - Indicate the basic amount the Government and contractor agreed to accept. For task orders, which will be evaluated on an individual basis, enter the awarded amount of the individual order. MANDATORY
- b. **Total Amount of Modifications** - Enter the TOTAL dollar amount of all modifications which change the original contract value.
- c. **Liquidated Damages Assessed** - Provide if a stipulated sum that constituted compensation for late completion or abandonment was assessed by the Government.
- d. **Net Amount Paid Contractor** - Self-explanatory. Combine all aspects of payments incurred on current project at the time of evaluation. MANDATORY for final evaluations

A3.13 **Block 10 – Significant Dates.** (All dates must be in *MM/DD/YYYY* format)

- a. **Date of Award** - Enter the date the contract or task order was awarded. MANDATORY
- b. **Original Contract Completion Date** - Projected date that the completion of work by contractor would be achieved. MANDATORY
- c. **Revised Contract Completion Date** - Indicate if the original completion date was revised due to modifications. MANDATORY
- d. **Date Work Accepted** - Indicate the date the work was accepted by the Government. MANDATORY for final evaluations.

A3.14 **Block 11 – Overall Rating.** The construction evaluation form is designed to evaluate prime contractor performance. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address, and the specific actions taken in Block 20, Remarks. For evaluations on Design-Build contracts, the remarks should include the same subcontractor information (DUNS, etc.) and an evaluation of the design work that was completed to support the construction effort. MANDATORY

A3.15 **Block 12 – Evaluated By.** The Assessing Official should have personal knowledge of the contractor's performance. The Assessing Official enters their Organization and Office symbol or code, Commercial Telephone Number, FAX Number, Email Address, Name and Title. The Name, Title, Organization and Commercial Telephone Number are MANDATORY. The date is system-generated. You do not edit block 12a.

A3.16 **Block 13 – Reviewed By.** The RO should have knowledge of the contractor's performance and be at a higher organizational level than the Assessing Official. The RO enters their organization and office symbol or code, commercial telephone number, FAX number, Email Address, after the contractor has reviewed, concurred and/or replied with a rebuttal statement of performance review. Name, Title, Organization and Commercial Telephone Number are MANDATORY. The date is system-generated. **You do not edit block 13a.**

A3.17 **Block 14 – Agency Use.** This block not being used.

A3.18 **Block 15a – 19c. Evaluation Areas.** Evaluates the prime contractor's performance with respect to each rated element. See [Attachment 2](#), Guidance for Documenting Contractor Performance Evaluations. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address, and the specific element and actions taken in Block 20, Remarks. It is MANDATORY that the Evaluator/Assessing Official rates at least one item in each of the following blocks:

- Block 15 – Quality Control
- Block 16 – Effectiveness of Management
- Block 17 – Timely Performance
- Block 18 – Compliance with Labor Standards (*optional for overseas contracts/task orders*)
- Block 19 – Compliance with Safety Standards

A3.19 **Block 20. Small Business Utilization.** Answer the following questions: MANDATORY. **Contracts Section CO will Complete this info.**

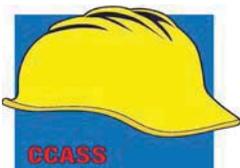
- Does this contract include a subcontracting plan?
- Is small business subcontracting under this contract included in a comprehensive small business subcontracting plan?
- Is small business subcontracting under this contract included in a commercial small business subcontracting plan?
- Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR)

Evaluator Remarks. The Assessing Official will enter comments in Block 20, MANDATORY. *Note for Evaluator:* Whenever a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address and the specific element and actions taken in Block 20, Remarks. Provide a narrative with sufficient detail to assist source selection officials in assessing the applicability of the contractor's past performance relative to the acquisition at hand. The Narratives are critical and necessary to establish that the ratings are credible and justifiable. These narratives need not be lengthy. Performance successes or problems should be documented. Include a description of the problems or successes experienced; and assessment of whether the problems were caused by the contractor, the Government or other factors; and how well the contractor worked with the Government to resolve the problems. For Interim evaluations, the remarks should explain why the Interim evaluation was issued and what contractor actions were taken to resolve the unsatisfactory rating or problem. Emphasize key milestone events and major modification(s) to the contract during this period.

Contractor Representative. The Contractor Representative reviewing the evaluation indicates Name, Title, Telephone Number, FAX Number and Email Address prior to returning it to the Assessing Official. Name, Title, and Telephone number are MANDATORY. The Contractor Representative must also make a selection from the drop box indicating whether or not they concur with the Government's evaluation of their performance. If "I do not concur..." is selected, reason(s) for non-concurrence should be provided in the Remarks block. Remarks are MANDATORY regardless of concurrence. **Will be completed by the Contractor in the online system.**

Reviewing Official. The Reviewing Official enters their organization and office symbol or code, commercial telephone number, FAX number and must acknowledge consideration of any significant discrepancies between the Assessing Official's evaluation and the contractor's remarks. MANDATORY **Contracts Section CO will do this in the online system.**

Evaluation Ratings Definitions (Excluding Implementation of Subcontracting Plan)



Performance ratings are described by one of the following five adjectives: Outstanding, Above Average, Satisfactory, Marginal, and Unsatisfactory. All assessments require a factual narrative, regardless of adjectival rating. Even “satisfactory” ratings require narrative support.

Outstanding – 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 were highly effective.

- *Note: To justify an Outstanding rating, you should include a narrative in Block 20 that identifies multiple SIGNIFICANT events that illustrate the rating(s) selected in blocks 15 through 19 and state how it was a benefit to the GOVERNMENT. A singular benefit could be of such magnitude, however, that it alone constitutes an Outstanding rating. Also, there should have been no SIGNIFICANT weaknesses identified. A description of the significant events should be included in Block 20, Remarks.*

Above Average – 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 were effective.

- *Note: To justify an Above Average rating, you should include a narrative in Block 20 that identifies a significant event that illustrates the rating(s) selected in blocks 15 through 19 and state how it was a benefit to the GOVERNMENT. Also there should have been no SIGNIFICANT weaknesses identified. A description of the significant events should be included in Block 20, Remarks.*

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.

- *Note: To justify a Satisfactory rating, the narrative in Block 20 must describe only minor problems, major problems from which the contractor recovered without impact to the contract, and include no significant weaknesses. Per DoD policy, 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.

- *Note: To justify Marginal performance, you should include a narrative in Block 20 that identifies a SIGNIFICANT event that illustrates the rating(s) selected in blocks 15 through 19 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 significant contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.

- *Note: To justify an Unsatisfactory rating, you should include a narrative in Block 20 that identifies multiple SIGNIFICANT events that illustrate the rating(s) selected in blocks 15 through 19 that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem 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).*

This will be rated by the Contracts CO.

Evaluation Ratings Definitions (Implementation of Subcontracting Plan)

Outstanding – Exceeded all negotiated subcontracting goals or exceeded at least one goal and met all of the other negotiated subcontracting goals for the current period. Had exceptional 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, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

- *Note: To justify an Outstanding 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 Outstanding rating. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. Also, there should have been no significant weaknesses identified.*

Above Average – Met all of the negotiated subcontracting goals in the traditional socio-economic categories (SB, SDB, and WOSB) and met at least one of the other socio-economic goals (HUBZone, VOSB, SDVOSB) for the current period. 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, 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.

- *Note: To justify an Above Average rating, identify a significant event and state how they were a benefit to small business utilization. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.*

Satisfactory – Demonstrated a good faith effort to meet all of the negotiated subcontracting goals in the various socio-economic categories for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

- *Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor has addressed or taken corrective action. There should have been no significant weaknesses identified. Per DoD policy, 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 – 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. 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.

- *Note: To justify Marginal performance, 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, DFARS 252.219-7003, and any other small business participation requirements in the contract. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Showed little interest in bringing performance to a satisfactory level or is generally uncooperative. Required a corrective action plan.

- *Note: 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 1: For subcontracting plans under the DoD Comprehensive Small Business Subcontracting Plan (Test Program), DFARS 252.219-7004, the ratings entered in CCASS shall mirror those assigned by the Defense Contract Management Agency who is responsible for monitoring such plans.

NOTE 2: Generally, zero percent is not a goal unless the Contracting Officer determined when negotiating the subcontracting plan that no subcontracting opportunities exist in a particular socio-economic category. In such cases, the contractor shall be considered to have met the goal for any socio-economic category where the goal negotiated in the plan was zero.

No explanations are required for "Satisfactory" ratings; all other ratings require explanation. Provide facts concerning specific events or actions to justify the evaluation (if other than "Satisfactory".) These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility.

Guidance for Documenting Contractor Performance Evaluations

There are several reasons why it is extremely important to document the performance of a construction contractor. The performance documentation can be used to establish in writing your case for possible future termination; to document possible justifications for debarment; and also as a tool to motivate improved performance on existing contracts. Performance evaluations are also used during future source selections to award contracts on a best value basis.

However, the question that continues to be asked is, "what constitutes adequate documentation for performance appraisal?" It is suggested that you ask yourself the following questions as a starting point when you evaluate a contractor's performance with respect to each rated element.

a. Quality of Work (Contractor Quality Control): Quality of Work reflects the contractor's management of the quality control program, as well as the quality of the work itself. Questions which should be addressed are as follows: Has a quality product been provided? If not, specifically describe the deficiency in quality and the shortcomings in the contractor's quality control system responsible for it, for example:

- Inadequate control
- Failure to perform accessory testing
- Failure to implement 3-phase inspection process
- Inadequate or incomplete COC documentation
- Failure to identify, and correct deficient work
- Inadequate reviews of materials and shop drawings
- Incorporation of unspecified materials

To support the assigned rating, Block 20; Remarks of the DD Form 2626 should contain sufficient comments, based on supporting documentation and include success and failures as well as specific corrective actions, as appropriate.

b. Timely Performance: Is the contractor completing the construction activities in a timely manner? This includes administrative activities, as well as physical construction activities such as submittal of a management response to Request for Proposal (RFPs), etc. 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 contract furnished updated project schedules on a timely basis?

c. Effectiveness of Management: Are the contractor's on-site and home office management personnel exhibiting the capacity to adequately plan, schedule, resource, organize and otherwise manage the work? If not, describe and relate to other rated elements.

All subcontracting ratings will be handled by the Contracts Section CO.

c.1 Implementation of Subcontracting Plan: 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 (including Alaska Native Corporations (ANCs) 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, Historically Black Colleges and Minority Institutions and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract performance consistent with efficient performance of the contract.

c.2. Assess compliance with all terms and conditions in the contract 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) and DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts). Where applicable, assess compliance with DoD comprehensive subcontracting plan (DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program)) including any program specific data required in the contract. Assess any small business participation goals which are stated separately in the contract (DFARS 215.304.) Assess achievement on each individual goal stated within the contract or subcontracting plan including good faith effort if the goal was not achieved.

c.3. It may be necessary to seek input from the Small Business specialist, ACO or PCO in regards to the contractor's compliance with these criteria, especially when a comprehensive plan is submitted. 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.

c.4. For contracts subject to a commercial subcontracting plan, the Implementation of Subcontracting Plan 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 Implementation of Subcontracting Plan area must be rated "unsatisfactory".

c.5. In accordance FAR 19.705-2(e) a contract may have no more than one subcontracting plan. Evaluations of the implementation of subcontracting plan are required for contracts and orders placed against basic ordering agreement (BOA) and blanket purchase agreement (BPA) if a subcontracting plan is required. Evaluations of implementation of subcontracting plan for single-agency task orders and delivery orders (to include FSS) are not required and shall not be accomplished unless the contracting officer determines that such evaluations would produce more useful past performance information for source selection officials than that contained in the overall contract evaluation. Execution of any subcontracting plan may be addressed in block 20.

c.6. Ratings will be in accordance with definitions described in [Attachment 1, "Evaluation Ratings Definitions \(Implementation of Subcontracting Plan\)."](#)

d. Compliance with Safety Standards: Has the contractor implemented an effective safety program; one which minimizes/mitigates potential accidents? Has the contractor taken necessary corrective actions when safety deficiencies are noted or are violations only corrected after significant Government intervention?

e. Compliance with Labor Standards: Has the contractor complied with all required labor standards and provisions? Have necessary corrective actions been made without significant Government intervention? Are payroll records being submitted in a complete and timely

manner? Is the contractor complying with affirmative action and EEO compliance requirements?