

CITY OF SEATTLE**CONTRACTOR/SUBCONTRACTOR PERFORMANCE EVALUATION PROGRAM****I. POLICY**

The Department of Executive Administration is charged with the responsibility of ensuring that all public works improvement projects are awarded to the lowest responsive, responsible bidder and that they are performed in compliance with the contract documents, City ordinances, and state and federal laws and regulations. The Department of Executive Administration is responsible to the citizens of the City to oversee the expenditure of public funds, and to secure the best possible results for that expenditure. To assist the Department of Executive Administration in evaluating a Contractor's or Subcontractor's responsibility, as well as its performance on City contracts, the Contractor Performance Evaluation Program has been developed. A mandatory, standardized system of evaluating Contractors' and Subcontractors' performance is expected to yield consistency, objectivity, fairness, and accountability.

II. PURPOSE

The purpose of the Contractor Performance Evaluation Program is to better assure that Contractors considered for contract award on public works projects and their proposed principal Subcontractors either possess, or will likely possess at the time contract performance is set to begin, all qualifications necessary to successfully complete the project on time and in compliance with contract requirements. Among other things, the Program is intended to:

- ° Assist the City in exercising its discretion to determine a Contractor's qualifications and abilities to successfully perform a particular contract.
- ° Provide the City with a rational basis for determining that a Contractor is or is not responsible, or for approving or disapproving his or her proposed principal Subcontractor(s).
- ° Provide Contractors with a means of enhancing their qualifications and reputation by receiving recognition for high standards of performance.
- ° Encourage better working relationships between the City and Contractors.
- ° Guide administering departments in approving or disapproving proposed principal Subcontractors on a particular project.
- ° Provide official, verifiable references for Contractors and Subcontractors who may be under consideration for award of, or approval on, contracts to be awarded by other public owners.
- ° Provide a history and an assessment of a Contractor's or Subcontractor's performance on prior City contracts for use in suspension or debarment proceedings.

The Contractor Performance Evaluation Program is not intended to determine whether a Contractor has breached a contract with the City.

For purposes of the Contractor Performance Evaluation program, The City of Seattle is concerned with six major areas relative to a Contractor's or Subcontractor's performance on a given project:

- (1) The Contractor's or Subcontractor's ability to effectively and efficiently schedule, administer, coordinate, finance, and manage its work and the work of its Subcontractors on the project;
- (2) The degree and extent of the Contractor's or Subcontractor's cooperation with the City of Seattle, its employees and consultants, and the public;
- (3) The Contractor's or Subcontractor's initiative in all aspects of its work; and
- (4) The quality of material and workmanship in, and the safe and timely completion of, the final product.
- (5) The Contractor enforces health and safety in conducting the Work.
- (6) The Contractor's compliance with social equity requirements and goals under Federal Law, Washington State law and the Seattle Municipal Code when applicable.

To evaluate the Contractor's or Subcontractor's success in meeting the above concerns, specific performance criteria have been developed that take into account the effect the Contractor's or Subcontractor's performance has had on:

- Compliance with contract requirements and applicable laws and regulations;
- Project schedule and budget;
- Public safety and convenience; and
- Increases or decreases in contract administration or consultant workload.

III. PERFORMANCE LEVEL CRITERIA

The Contractor/Subcontractor Performance Evaluation Report includes six Performance Levels, five of which range in ascending order of merit from "Inadequate" to "Superior". The "Standard" Performance Level is considered a baseline; it characterizes the level of acceptable performance normally associated with a reasonably prudent, diligent, and skilled Contractor or Subcontractor working on projects of the same general type and size. Both the "Superior" and "Good" Levels characterize performance levels that exceed the baseline; they respectively connote consistent and substantial positive contributions to the overall project. Both the "Deficient" and "Inadequate" Levels characterize levels of performance that fall below the baseline, and respectively connote substantial and serious detriment to the overall project. The "No Evaluation" Level is to be used only where the Contractor or Subcontractor had no direct or indirect responsibility for performance.

The six Performance Levels are more specifically described as follows, and the criteria set forth for each shall be applied in evaluating the Contractor's or Subcontractor's performance in connection with each of the Performance Categories listed in Section B and C of the Contractor/Subcontractor Performance Evaluation Report:

- A. Superior. To merit an evaluation of "Superior" in any Performance Category, the Contractor or Subcontractor must have consistently demonstrated:
 - (1) Command or virtual mastery of the contract documents related to that Performance Category;

- (2) Performance of the work or activity being evaluated under that Performance Category that always exceeded or surpassed the material requirements of the contract;
- (3) A highly cooperative attitude in dealing with City employees, consultants, and the public in connection with that Performance Category, which attitude made a substantial, positive contribution to the project; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner without prompting by contract administrators or consultants.

If the Contractor or Subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Good" Level by applying the criteria for that Level.

B. Good. To merit an evaluation of "Good" in any Performance Category, the Contractor or Subcontractor must have demonstrated:

- (1) Thorough knowledge of contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category that always met, and often exceeded, the material requirements of the contract;
- (3) A cooperative attitude in dealing with City employees, consultants, and the public in connection with that Performance Category, which attitude made a positive contribution to the project; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner with only minimal prompting by contract administrators or consultants.

If the Contractor or Subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Standard" Level by applying the criteria for that Level.

C. Standard. To merit an evaluation of "Standard" in any Performance Category, the Contractor or Subcontractor must have demonstrated:

- (1) Acceptable knowledge of the contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category that met all material contract requirements;
- (3) A generally cooperative attitude toward City employees, consultants, and the public in connection with that Performance Category; and
- (4) Initiative in carrying out his or her duties in connection with that Performance Category in a responsive, thorough, and timely manner with only moderate prompting by contract administrators or consultants.

If the Contractor or Subcontractor fails to satisfy any one of the Performance Level criteria set out above, then his or her performance will be re-evaluated under the "Deficient" and "Inadequate" Levels by applying the criteria for those Levels.

D. Deficient. To merit an evaluation of "Deficient" in any Performance Category, the Contractor or Subcontractor must have demonstrated:

- (1) Marginal knowledge of the contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category that did not always meet contract requirements and such failures were not excusable as the sole fault and responsibility of one or more other parties;
- (3) An occasionally uncooperative attitude toward City employees, consultants, or the public in connection with that Performance Category; or
- (4) Performance of his or her duties in connection with that Performance Category in a moderately unresponsive, inattentive, or dilatory manner, or after frequent or repeated prompting by City contract administrators or consultants.

E. Inadequate. To merit an evaluation of "Inadequate" in any Performance Category, the Contractor or Subcontractor must have either: (a) failed to satisfy the criteria listed for the Performance Levels of "Superior", "Good", "Standard", and "Deficient" set out above and did not qualify for treatment under Section III.F below; or (b) must have demonstrated:

- (1) Inadequate knowledge of the contract documents related to that Performance Category;
- (2) Performance of the work or activity being evaluated under that Performance Category which seldom met the contract requirements, and such failures were not excusable as the sole fault and responsibility of one or more other parties;
- (3) A seriously uncooperative attitude toward City employees, consultants, or the public in connection with that Performance Category; or
- (4) Performance of his or her duties in connection with that Performance Category in a seriously unresponsive, inattentive, or dilatory manner, or only after frequent prompting by contract administrators or consultants.

F. No Evaluation. This Performance Level shall be used only in those circumstances where the Contractor or Subcontractor had no contractual responsibility, either directly or through its Subcontractors, suppliers, or materialmen, for performance related to that Performance Category. Consequently, this Performance Level is generally applicable only to certain Performance Categories in the evaluation of Subcontractors.

IV. OVERALL EVALUATION GUIDE

The Contractor's or Subcontractor's Overall Evaluation can be determined by placing the Overall Percentage Score calculated on the Contractor/Subcontractor Performance Evaluation Report within the numerical ranges of the following narrative ratings in the Overall Evaluation Guide:

A. SUPERIOR (Overall Percentage Score of 85% or above)

The Contractor or Subcontractor exceeded the contract requirements and expectations in most or all of the areas evaluated. The Contractor or Subcontractor was extremely or completely knowledgeable regarding contract requirements and applicable laws and regulations. A consistently high level of cooperation, project management, and job site control appreciably contributed to an unusually good result. The Contractor or Subcontractor is commended for excellent performance.

B. GOOD (Overall Percentage Score of 75% to 84%)

The Contractor or Subcontractor met contract requirements evaluated, and exceeded them in some areas. The Contractor or Subcontractor was generally cooperative, and performed his/her work with a minimum of prompting. The results of the performance were very good.

C. STANDARD (Overall Percentage Score of 70% to 74%)

The Contractor or Subcontractor generally satisfied the minimum requirements of the contract as evaluated. The Contractor or Subcontractor occasionally had to be prompted or reminded of contract requirements, but overall management of the project was good, producing a good result.

D. DEFICIENT (Overall Percentage Score of 55% to 69%)

Even though the project may have been accepted, the Contractor's or Subcontractor's performance as evaluated was marginal overall. While the Contractor or Subcontractor performed some tasks satisfactorily, most elements evaluated reflected a less than satisfactory response to contract requirements.

E. INADEQUATE (Overall Percentage Score of 54% or below)

The Contractor's or Subcontractor's performance as evaluated did not meet minimum contract requirements, or so otherwise detracted from the project as to seriously call it into jeopardy. While the project may have been accepted by the City, the effort expended by City contract administrators or consultants in prompting the Contractor or Subcontractor to perform was excessive. The Contractor's or Subcontractor's poor or uncooperative performance created serious unnecessary or avoidable difficulties in achieving contract completion.

For federally funded projects, the Overall Evaluation score is based on the scores in both Section B and Section C. However, for non-federally funded projects, the Overall Evaluation score is based ONLY on Section B scores.

A Contractor's Overall Evaluation, being based upon an averaged score on a discrete number of Performance Categories, should not be read or interpreted as a measure of whether the Contractor did or did not breach the contract in question. For example, a Contractor who receives an overall Evaluation of "Superior" may have nevertheless breached the contract. For example, the Contractor may have violated the requirements of RCW 39.12 regarding compliance with prevailing wage. Additionally, the Contractor may not have complied with all

components of a Performance area or Performance Category but under which, on balance, the Contractor's performance was rated "Superior", "Good", or "Standard".

V. PERFORMANCE EVALUATION REPORTS

Sections A and B of the Contractor/Subcontractor Performance Evaluation Report shall be prepared by, or at the direction of, the senior supervisor within the administering department (i.e., the Senior Engineer, Architect, or Project Manager as appropriate) with concurrence by the Department Head or his or her designee. Section C of the Contractor Performance Evaluation Report shall be prepared by the Contracts Analyst in the Department of Executive Administration, Contracting Services, with concurrence by the Senior Contracts Analyst.

Each Performance Category has been assigned its own point range; the point ranges for the various Performance Categories have been weighted to reflect the relative importance of the Performance Categories and their overall impact on City projects generally. A larger number of possible points have been assigned to those elements that typically have a greater impact on the success or failure of a project. The point ranges reflect the dramatic affect either poor performance or very good performance can have on the project, e.g., in terms of workload, budget, schedule, and safety.

Evaluators will include numerical ratings substantiated, when necessary, by one or more narratives or comments which describe the Contractor's or Subcontractor's performance. Every Contractor/Subcontractor Performance Evaluation Report containing evaluations of "Deficient" or "Inadequate" for any category and all projects where the Engineer's Estimate is \$1,000,000 or more, shall contain comments which provide details substantiating the evaluations. Evaluators shall use Part D if they need additional space for narratives and attach supplemental pages as necessary.

Narratives provided with a Report shall be based upon documentation prepared during the life of the project, e.g., project diaries, inspectors' reports, and other pertinent documents. Such documentation shall constitute a major portion of the administrative record to be used for any review, appeal, or litigation that may arise from the evaluation process.

Every Contractor/Subcontractor Performance Evaluation Report shall be signed electronically by the senior supervisor within the administering department and by the supervising Contracts Analyst responsible for the administration of the work before a copy of the Report shall be transmitted to the Contractor or Subcontractor. The Report shall not be considered final until such time as the review/appeal periods described in Section VI of these instructions have been completed.

Generally, only one Contractor/Subcontractor Performance Evaluation Report shall be issued, following completion of the contract work. However, in addition to a final Report, one or more interim Reports may be issued at the administering department's discretion when:

- A contract is of long duration, particularly those in excess of one year.
- An individual charged with primary responsibility for administration of the contract will cease his or her involvement with the project prior to completion of the work.
- Contractor's/Subcontractor's performance at 50% completion is deficient or inadequate.

Interim Contractor/Subcontractor Performance Evaluation Reports shall be considered to be preliminary and shall be designated as such, and shall be processed administratively in the same manner as a Final Report. A Contractor or Subcontractor may request review of an

Interim Report pursuant to the provisions of Section VI below. All Interim Reports shall be attached to, and considered when preparing, the Final Report.

VI. NOTICE, REVIEW, AND APPEAL

- A. Notice. Contractor's and Subcontractors shall be mailed a copy of their Contractor/Subcontractor Performance Evaluation Report within a reasonable time after completion of the Report. A Contractor or Subcontractor who is given an Overall Evaluation of "Deficient" or "Inadequate" in connection with a project shall be provided with a copy of the Contractor/Subcontractor Performance Evaluation Report via certified mail (return receipt requested).
- B. Review. A Contractor or Subcontractor who disputes, or is otherwise dissatisfied with the evaluation in Section B of the Report, may request review of the Report by the Head of the administering department. A Contractor or Subcontractor who disputes, or is otherwise dissatisfied with the evaluation in Section C of the Report, may request review of the Report by the Manager of Contracting Services of the Department of Executive Administration.

The request must be submitted in writing to Purchasing and Contracting Services at Post Office Box : Seattle Municipal Tower, P.O. Box 94687, Seattle, WA 98124 4687 or: Street Address : 700 Fifth Avenue, Seattle Municipal Tower, Suite 4112, Seattle, WA 98104. If sending by courier (UPS, FedEx etc.) the street address must be used. If mailing by regular U.S. mail, the Post Office Box must be used.

The request must be submitted within thirty (30) calendar days of receipt by the Contractor or Subcontractor of the Final Contractor Performance Evaluation Report. The request must also state, with specificity, all bases for the requested review.

The administering department Head or the Contracting Services Manager shall, upon receipt of a proper and timely request, review the Contractor/Subcontractor Performance Evaluation Report and any documentation submitted by the Contractor or Subcontractor with his or her request. The department Head or the Contracting Services Manager shall, on the basis of his or her review, issue findings which may affirm, correct, or modify all or any part of the Report. A copy of the findings shall be mailed to the Contractor or Subcontractor via registered mail, return receipt requested.

- C. Appeal. Within ten (10) calendar days of receipt by the Contractor or Subcontractor of the department Head's or Contracting Services Manager's findings on review, the Contractor or Subcontractor may appeal therefrom to the Director of the Purchasing and Contracting Services Division. Any such appeal shall be in writing, and shall state with specificity the bases or grounds for the appeal.

The Director of the Purchasing and Contracting Services Division or his/her designee shall review and consider the objectivity, accuracy, completeness, and fairness of the Contractor Performance Evaluation Report, together with the department Head's or Contracting Services Manager's findings, engineers' diaries, Contract Analysts' records, job records and other documentation, including such documentation as the Contractor may provide with the appeal.

Upon hearing and review of the department Head's or Contracting Services Manager's findings, the Director of the Purchasing and Contracting Services Division or his/her designee shall issue a determination and findings which may affirm or modify the Contractor's or Subcontractor's Contractor/Subcontractor Performance Evaluation Report. The Director of the Purchasing and Contracting Services Division shall notify

the Contractor or Subcontractor of the determination and findings by certified mail (return receipt requested).

VII. DISQUALIFICATION FOR WORK ON SPECIFIC PROJECT

The Director of the Department of Executive Administration or his/her designee may determine, from Contractor/Subcontractor Performance Evaluation Reports and other public documents relating to the project in question, that a Contractor or Subcontractor who has received one or more Overall Evaluations of "Deficient" or "Inadequate" is not qualified or able to successfully perform a specific City project and is therefore ineligible for award of that contract.

When, on that basis, the Director of the Department of Executive Administration believes that the low bidder is not qualified or able to successfully perform a project, the Department of Executive Administration shall notify the low bidder of its intent to award the contract to the next lowest responsive, responsible bidder. At that time, the Department of Executive Administration shall also inform the Contractor of the date and time the matter of contract award has been scheduled for consideration by the Department of Executive Administration. Only the Contractor or Subcontractor, departmental staff, and counsel will be given an opportunity to address the Department of Executive Administration on the issue of disqualification prior to the Department of Executive Administration reaching its decision on the award.

VIII. DEBARMENT OF CONTRACTING FIRM

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Contractor and prevent the Contractor from entering into a Contract with the City or from acting as a Subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) The Contractor has received Overall Evaluations of "Deficient," or "Inadequate" performance on the Contractor/Subcontractor Performance Evaluation Report on three or more City Contracts.
- 2) The Contractor has failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) The Contractor has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) The Contractor has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) The Contractor has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) The Contractor has colluded with another contractor to restrain competition.
- 7) The Contractor has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) The Contractor has failed to cooperate in a City debarment investigation.
- 9) The Contractor has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment only after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the Owner under these

debarment provisions are in addition to any other rights and remedies provided by law or under the Contract.

IX. RELEASE OF INFORMATION

Contractor/Subcontractor Performance Evaluation Reports are public documents subject to disclosure to other governments and to the public. Because the Reports and the Overall Evaluations they contain may be used as a basis for contract award and may reflect upon the Contractor's or Subcontractor's reputation, care must be taken to assure that only accurate, complete, and current information is released.

A. Final Reports. Contractor/Subcontractor Performance Evaluation Reports may be released when:

- (1) The Report becomes final as set forth in Section V of these instructions; or
- (2) The City has relied upon the Report for the purpose of taking further action with respect to the Contractor or Subcontractor; or
- (3) A court has ordered release of the Report.

B. Interim Reports. Interim Contractor/Subcontractor Performance Evaluation Reports may only be released when:

- (1) The Contractor or Subcontractor has consented in writing to the release; or
- (2) The Contractor or Subcontractor has requested and received final administrative review of an Interim Report; or
- (3) The City has used or relied upon the Interim Report to take action with respect to the Contractor or Subcontractor; or
- (4) A court has ordered release of the Report.

C. Termination for Default and Pending Litigation. In the event that a City contract is terminated for reason of the prime Contractor's default, that fact shall be noted only on the prime Contractor's Report. In the event that a Contractor commences suit against the City, that Contractor's Report shall not be released without approval of the City Attorney's office.

D. Intergovernmental Cooperation. All requests for Contractor or Subcontractor references from agencies of foreign, federal, state, or local governments shall be referred to the Director of the Department of Executive Administration or his/her designee. If such a request is honored, the requesting agency shall be provided with copies of all Contractor/Subcontractor Performance Evaluation Reports on the Contractor or Subcontractor, together with any written objections or refutations filed with the Department of Executive Administration by the Contractor or Subcontractor in connection therewith.

END

CONTRACTOR/SUBCONTRACTOR PERFORMANCE EVALUATION REPORT

SECTION A. TO BE COMPLETED BY ADMINISTERING DEPARTMENT

CONTRACTOR	CONTRACT NAME	PW CONTRACT NO.
ADMINISTERING DEPARTMENT	<input type="checkbox"/> PRIME <input type="checkbox"/> SUBCONTRACTOR	SUMMIT ACTIVITY NO.
CONTRACTOR SUPERINTENDENT	SUBSTANTIAL COMPLETION SCHEDULED ACTUAL	PHYSICAL COMPLETION SCHEDULED ACTUAL
<input type="checkbox"/> Interim Report		
SPECIFIC WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR		CONTRACT AWARD AMOUNT FINAL CONTRACT PRICE
PROJECT DESCRIPTION		

SECTION B. TO BE COMPLETED BY ADMINISTERING DEPARTMENT

SCORING CRITERIA: Inadequate: 0 - 50, Deficient: 51 - 69, Standard: 70 - 74, Good: 75 - 84, Superior: 85 - 100

#	PERFORMANCE CATEGORY	Evaluated? (YES/NO)	Relative Weight	Score (0 - 100)	Points	Comments
1.	Effectiveness of on-site supervision, job site maintenance, delivery/storage of mat'ls/supplies	NO	0.38		-	
2.	Anticipation of problems & making necessary adjustments to adapt to altered requirements	NO	0.20		-	
3.	Coordination & cooperation with department personnel on project matters	NO	0.20		-	
4.	Availability of responsible representatives for instruction & decision making	NO	0.20		-	
5.	Adherence to plans & specifications as related to the quality of project work	NO	0.94		-	
6.	Standards of materials	NO	0.60		-	
7.	Standards of workmanship	NO	1.06		-	
8.	Optimum utilization of contractor personnel	NO	0.20		-	
9.	Optimum utilization of contractor equipment	NO	0.34		-	
10.	Condition of contractor's tools/equipment	NO	0.52		-	
11.	Effectiveness of contractor's coordination of subcontractors & supplies	NO	0.20		-	
12.	Relations with the general public, other agencies, & adjacent contractors	NO	0.42		-	
13.	Adequacy & timeliness of progress schedules	NO	0.30		-	
14.	Accurate/timely contract change order responses, payment support documents, reports, etc.	NO	0.08		-	
15.	Effective scheduling & completion of project work as scheduled	NO	0.84		-	
16.	Maintenance of employee safety standards	NO	0.68		-	
17.	Attention to public safety & traffic control	NO	0.72		-	
18.	Compliance with environmental laws, ordinances, & regulations	NO	0.42		-	
19.	Diligence in completing final (punch list) work	NO	0.50		-	

Evaluated by (Name & Title)	Date
Concurrence by (Name & Title)	Date

TOTAL ASSIGNED POINTS _____ -

TOTAL POINTS POSSIBLE _____ -

Additional Comments?

☐ YES ☐ NO

Note: Federally Funded Project - Overall Evaluation Scores are included after Section C.

SECTION C. TO BE COMPLETED BY FAS-PCSD

SCORING CRITERIA: Inadequate: 0 - 50, Deficient: 51 - 69, Standard: 70 - 74, Good: 75 - 84, Superior: 85 - 100

#	PERFORMANCE CATEGORY	Evaluated? (YES/NO)	Relative Weight	Score (0 - 100)	Points	Comments
20.	Compliance with social equity goals/requirements	NO	0.40		-	
21.	Timely submission of reports per contract requirements	NO	0.40		-	
22.	Cooperation with requests for information regarding compliance	NO	0.40		-	

			TOTAL ASSIGNED POINTS	-
Evaluated by (Signature & Title)		Date	TOTAL POINTS POSSIBLE	-
			Additional Comments? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Concurrence by (Signature & Title)		Date		
			OVERALL PERCENT SCORE 0% OVERALL EVALUATION INADEQUATE	

SECTION D.

PC #	Additional Comments