



*A Nonprofit Housing and Community Development Organization*

Thank you for your interest in the Housing Rehabilitation Programs operated by Self-Help Enterprises!

Attached please find the Contractor Application you requested. Additional copies and more information can be found on our website at [www.selfhelpenterprises.org](http://www.selfhelpenterprises.org) under the Get Involved – Contractors section.

Please return all the completed forms and required documentation:

<b>Via Mail:</b>	<b>or</b>	<b>In Person:</b>	<b>or</b>	<b>Via Email:</b>
Self-Help Enterprises		Self-Help Enterprises		Self-Help Enterprises
Attn: Yuliana Cortes Bermudez		Attn: Yuliana Cortes Bermudez		Attn: Yuliana Cortes Bermudez
PO Box 6520		8445 W Elowin Court		<a href="mailto:yulianab@selfhelpenterprises.org">yulianab@selfhelpenterprises.org</a>
Visalia, CA 93290		Visalia, CA 93291		

- Please have your insurance agency mail the *Certificate Holder Copy* of your General Liability Insurance to: Self-Help Enterprises, Attn: Rehab Dept. PO Box 6520, Visalia CA 93290
- Self-Help Enterprises also requires that all contractors bidding on Housing Rehabilitation projects possess an EPA / RRP Certification card before work begins. Please include a copy of that card when you return your completed forms. *If you do not have a card contact <http://www.epa.gov/lead/pubs/renovation.htm> and <http://www.homesafetraining.com/schedule.html#RRP> for more information.*

Upon receipt of all required documentation, your name will be added to our Active Contractor's List. Please review the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet for further details.

If you have any questions or need additional information, please contact Housing Rehab Construction Manager, Rich Aicklen at (559) 802-1645.

Thank you for your interest!



SELF-HELP ENTERPRISES  
 P. O. BOX 6520  
 VISALIA, CA 93290  
 (559) 651-1000

**HOUSING REHAB CONTRACTOR APPLICATION**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner(s): \_\_\_\_\_  
 Company Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 License #: \_\_\_\_\_ Expiration: \_\_\_\_\_ Qualifying Individual \_\_\_\_\_  
 Federal Tax ID# \_\_\_\_\_ or Owner's SS# \_\_\_\_\_ Are you a corporation? YES \_\_\_ NO \_\_\_  
 Type of Contractor: General or Specialty Trade (please list): \_\_\_\_\_  
 Number of Full-Time Employees: \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_  
 Fax Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Counties you work in:** (Circle all that apply) Tulare Kings Kern Fresno Madera Merced Stanislaus

**INSURANCE: Verification of insurance will be required prior to entering into contract.**

**LICENSE BOND: (Attach copy of bond) Amount:** \_\_\_\_\_

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Agent: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**LIABILITY INSURANCE: (Attach certificate if available)**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Agent: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Coverage \_\_\_\_\_

**Minimum Coverage \$1,000,000.00**

**WORKERS COMPENSATION: (Attach certificate if available)**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Agent: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**REFERENCES:**

Credit References: List 3 Suppliers starting with largest volume credit account. Credit reports may be required.

	NAME	ADDRESS	PHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Customer References: List your most recent jobs first.

	NAME	PHONE	CITY/COUNTY	PERMIT NUMBER
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

IS THIS COMPANY OWNED (OVER 50%) BY A: MINORITY? NO [ ] YES [ ] ETHNICITY \_\_\_\_\_  
 WOMAN? NO [ ] YES [ ]  
 LOW INCOME? NO [ ] YES [ ]

**I HAVE READ AND UNDERSTAND THE SELF-HELP ENTERPRISES CONTRACTOR GUIDELINES.**

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2:</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>	<b>Social security number</b>																				<b>or</b>										<b>Employer identification number</b>																			
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<b>Part II Certification</b> Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**  
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.  
 By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## SELF-HELP ENTERPRISES Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet

### Introduction

The mission of Self-Help Enterprises (SHE) is to work together with low-income families to build and sustain healthy homes and communities.

Though known as a top agricultural production region, the San Joaquin Valley has among the highest poverty rates in the State of California with many rural, unincorporated communities lacking adequate housing, water and sewer services. In particular, the people who provide the source of labor for the agricultural fields can find little except substandard housing in existing stock, and have insufficient income to qualify for standard new home loans. Similarly, the low income, elderly, and handicapped often find themselves trapped in substandard housing. Through our programs, staff works with cities, counties and residents to help meet the needs of our participants and the communities they call home.

SHE appreciates your interest in improving the housing conditions of low-income families in the San Joaquin Valley. It is our hope that together we can realize the dream of safe and decent housing for the less fortunate in our community.

### A. General Program Information

The aim of the Housing Rehabilitation/Reconstruction Program is to repair or replace houses making life-safety and sanitary upgrades under the standards of the California Building Code (CBC) and the requirements of the State and/or Federal funding sources.

To accomplish this, Self-Help Enterprises (SHE):

1. Assists the jurisdiction to apply for funds providing low-interest financing to eligible Owners so that they can afford to rehabilitate or reconstruct their home or rental unit;
2. Contracts with the jurisdiction to provide technical assistance for the financial and construction aspects of the program; and
3. Keeps jobs on schedule, running smoothly, and when problems arise, works with all parties to swiftly resolve those problems.

### B. Work Standards

The work must meet all applicable building codes and be done in a competent manner. We expect professional quality. Everything must be functional, visually acceptable, and be built to California Building Performance Guidelines for Residential Construction Standards.

### C. Contractor Eligibility

1. Contractors must be licensed in the State of California as a Class B General Contractor and their license must be in good standing with the Contractors' State Licensing Board;
2. California law requires Contractors have a minimum of \$1,000,000.00 liability insurance, worker's compensation, and a valid Contractor Bond. *Evidence of these must be provided prior to entering into a Construction Contract and insurance must be in force throughout the term of the Contract;*
3. Contractors listed on the Housing and Urban Development (HUD) debarred list are ineligible;
4. Contractors must complete an application;
5. Contractors may be asked to participate in project orientation; and
6. Contractors will receive an evaluation after every job.

#### **D. Contractor Suspension/Elimination from Bid List**

A Contractor will be moved to the Inactive Contractor List for the reasons identified below and/or if a performance evaluation results in a Below Standard rating. If not permanently eliminated, a Contractor can submit a request to be reinstated to Active status upon correction of the issue or following the time period found in parenthesis by each reason.

1. Contractor fails to return the annual request for confirmation of interest in remaining on the Active Contractor List (Upon Receipt of Confirmation of Interest)
2. Contractor's license is no longer valid (Upon Proof of Correction)
3. Inability to acquire insurance (Upon Proof of Correction)
4. Failure to finish one or more jobs in the time specified in the Contract (One Year)
5. Failure to prove the knowledge and/or ability to perform the work required of any given Contract per the California Building Code (One Year AND Upon Proof of Correction)
6. Quality of work does not meet specifications in the Contract (One Year)
7. Failure to resolve legitimate complaints about the workmanship and/or materials (Permanent Elimination)
8. Evidence of financial problems (One Year AND Proof of Positive Credit/Credit Report)
9. Withdrawal of bids and/or failure to attend bid tours (Six Months)
10. Pressuring Owners to choose a specific Contractor; promising rebates, kickbacks, or additional work not included in the bid documents, or otherwise trying to circumvent the bid process in an unethical or illegal manner (Permanent Elimination)
11. Failure to disclose that the Contractor, or an employee of the Contractor, is the Owner of, or has a financial interest in, the property the Contractor is rehabilitating (Permanent Elimination)
12. Failure to comply with established jurisdiction guidelines and/or standards (Permanent Elimination)

#### **E. Federal/State Requirements**

The paperwork required (contracts, bid procedures, payment requisition, etc.) is designed to protect the Contractor's and Owner's interests, and it is far less complicated than the typical federally-funded project.

Three requirements to take note of are:

1. Equal opportunity laws govern the program. Discriminatory practices in the employment of individuals based on race, creed, color, gender, age, religion, or national origin are unacceptable;
2. No jurisdiction or SHE employee can have any direct or indirect financial interest in the work to be performed and cannot have any financial dealings with Contractors or Owners involved in the program; and
3. Neither a Contractor, nor their employee(s) can be the Owner of or have a financial interest in the property, except as an Owner-Builder.

#### **F. Scope of Work**

The Owner, working with SHE staff and jurisdiction inspectors, decides on the work. This is specified in the bid documents and any drawings needed.

#### **G. Bid/Contractor Selection**

When a home comes up for bid in the area(s) you requested, your name/company will be submitted with other contractors to the family for consideration. If the family selects your name, you will be contacted by a SHE Rehabilitation Specialist to attend a bid tour. Owners have the right to exclude Contractors from the list without justification, and they may request that other qualified Contractors be added. Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour.

1. Contractors must develop a proven performance record to be awarded multiple contracts. A Contractor develops a proven performance record upon completion of the following steps:
  - a. All new Contractors who have been awarded their first contract under the Housing Rehabilitation Programs operated by SHE are not eligible to receive additional contracts until the awarded contract is completed and job performance is evaluated by the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist (see attached Contractor Job Performance Evaluation).
  - b. After completion and positive evaluation of the first contract, a Contractor may be awarded two contracts but will not be eligible to receive additional contracts until one or both of the two awarded contracts are completed and evaluated.
  - c. Following the completion of three, positively evaluated contracts, a Contractor is considered to have established a proven performance record. Once a Contractor establishes a proven performance record, that Contractor is eligible to bid and receive multiple contracts.
2. Contractors cannot submit a bid on any property in which they have a vested interest. Such a Contractor may act as an Owner-Builder, subject to standard construction procedures. (Owner-Builders are reimbursed for purchased materials which are verified by invoice/receipt and used on the job, but they are not reimbursed for labor. Reimbursement occurs after the work is completed, inspected by the Building Department as required/applicable, and verified by a SHE Rehabilitation Specialist).
3. Homeowners are encouraged to accept the lowest reasonable bid. Reasonableness is determined by comparing the bids received with the cost estimate prepared by the SHE Rehab Specialist. Bids should be within 10% of SHE's cost estimate.
4. The total bid amount is **non-confidential** and available for everyone to see. However, the itemized amounts for each part of the work required with the bid are **confidential**.
5. Construction Contract is between the Owner and Contractor. Neither the jurisdiction nor SHE is a party to the Contract. The Owner pays for all work specified in the Contract from the loan which he or she has received.

#### **H. Change Orders**

All changes in the scope of work must be in writing and approved by the Owner, Contractor, SHE Rehab Specialist, and the jurisdiction. No changes to the scope of work should be handled without a written change order. It is not a sound business practice. The Contractor has no guarantee of payment without an approved, written change order.

#### **I. Loan Funds**

Loan funds are safe. A construction account is established with SHE for each job. Before the job starts, the loan funds are on deposit. Since no money can be withdrawn without authorization by the Owner and review by SHE, you can be assured that funds are available to cover the amount of the Contract.

#### **J. Payment**

Contractor submits an invoice for a progress payment based on work completed. The invoice must be inspected and approved by the Owner and SHE's Rehab Specialist prior to payment of the invoice. Generally a contractor will receive payment by mail within two (2) to three (3) weeks after submitting an invoice.

Ten Percent (10%) of each invoice will be withheld and paid to the Contractor thirty-five days after the Notice of Completion has been recorded and all paperwork has been submitted and pick up/punch list work completed.

We look forward to talking to you more about this opportunity. Please feel free to call the office if you would like more information.

Rich Aicklen  
Construction Manager – Housing Rehabilitation  
559-802-1645

# CONTRACTOR JOB PERFORMANCE EVALUATION INSTRUCTIONS

## I. Introduction

Contractor performance is defined as how a contractor carries out the obligations of the contract. This includes all requirements stated in the contract scope of work, provisions, and SHE's General Specifications, adherence to the budget or price, and the provision of customer service. The purpose of this document is to establish a standardized process for Self-Help Enterprises (SHE) to identify, document, and communicate performance with contractors and other program, SHE, and City/County staff. The process used provides staff the ability to identify performance issues, if any, as they arise. The performance evaluation and rating process provides feedback to contractors with below standard, standard, and above standard performance.

Performance evaluations will occur at the end of the life of the contract, no later than 30 calendar days following the final walk-through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. SHE will email or mail a copy of the results of the evaluation to the contractor for review and comment. The evaluation process is NOT a collaborative process between the contractor and staff. Contractors do not participate in the evaluation and rating process. The purpose for sharing the evaluations with the contractor is to provide feedback to the contractor on performance.

All evaluation results will be recorded by SHE to determine eligibility, and Active or Inactive status, of the contractor for future contracting.

## II. General Instructions

### A. Contractor Notification

Contractor should be made aware of the evaluation process prior to receiving the results of the evaluation. Contractors attending a bid tour will receive a copy of this document to explain the purpose of the evaluation, process, and rating system. Contractors requesting additional information about the evaluation process will be instructed to contact SHE directly.

### B. Evaluation Timeline

Performance evaluations must be completed no later than 30 calendar days after the final walk-through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. During the 30 calendar days, the evaluation is conducted, the results are sent to the contractor and the contractor is provided 14 calendar days to review the results and submit comments to SHE. There is some flexibility of this time line for unforeseen or unusual circumstances (e.g., a death in the family).

## III. Evaluation Process

The staff member(s) conducting the evaluation must be familiar with the contract and the contractor's performance. Unless otherwise stated in writing, the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist will perform the performance evaluation. These individuals are referred to as the "Evaluators" in performance evaluation related materials.

## IV. Below Standard Ratings & Disputes

Performance evaluations may result in a Below Standard rating. If this occurs, the Evaluators will move the contractor from the Active Contractor List to the Inactive Contractor List with reasons



noted and send the contractor a letter of explanation along with the copy of his or her evaluation results.

Regardless of the rating given, a contractor may disagree with the evaluation/rating. A contractor must dispute his or her evaluation by submitting comments to SHE within 14 days of receiving his or her copy of the evaluation results. Upon receipt of a dispute, the Evaluators will review the contractor's comments and respond to the contractor by elaborating on the reasons for the rating given.

## V. Evaluation Category Definitions and Factors

The seven categories listed below are used by SHE to assess each contractor's performance during the contract period. Each evaluation category is described and examples of possible factors provided. Factors listed below that are not applicable can be removed from the list and replaced with applicable factors developed by the Evaluators. While factors can be customized, the descriptions CANNOT.

Each contract is unique and the Evaluators should utilize contract specific factors to evaluate performance under each category. This necessary flexibility may be confusing to contractors and will require thoughtful explanation. If the contractor requires clarification or additional information about the categories or evaluation process, they may contact SHE directly.

A. Quality: The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

### **Factors:**

- Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency's standards and expectations.
- Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected.
- Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable.
- Durability – reasonable period of time lapses before replacement is necessary.
- Support – available from the contractor in a reasonable period of time and met the need for assistance.
- Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion.
- State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements.

B. Timeliness: The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

### **Factors:**

- The contractor delivered product and/or services by date agreed to in the contract.

- The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc.
  - The contractor responded/replied to requests for information or assistance in a reasonable period of time.
  - The contractor's average delivery time was comparable to that of other contractors for similar products and/or services.
- C. Price/Budget: The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

**Factors:**

- Contractor's invoices were accurate with appropriate backup documentation.
  - Estimates did not vary from the final invoice.
  - There were a low number of variances from the initial agreed to prices and the costs stated on received invoices.
  - The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs.
- D. Business Relations/Customer Service: The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

**Factors:**

- The contractor was courteous, cooperative, and had a professional approach in all forms of communication.
  - The contractor handled complaints efficiently and effectively.
  - The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested.
  - The contractor managed change effectively.
  - The contractor attempted to resolve problems in a timely manner and followed up with a status report.
  - The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided.
  - The contractor provided training on the effective use of its products or services.
- E. Deliverables/Requirements: The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

**Factors:**

- All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable.
  - Requirements were demonstrated and/or documented.
- F. Safety: The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

**Factors:**

- The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property.
  - Contractor's safety record for the project.
- G. Dependability: The degree to which contractor demonstrated trustworthiness and reliability.

**Factors:**

- The contractor was fair, honest, and reasonable in interactions with the agency.

- The contractor demonstrated consistency in business operations.
- The contractor was sincere in efforts to deliver a quality product and/or services.
- The contractor followed through on agreements made with the program/agency.

## VI. Contractor Performance Rating Definitions and Factors

The following three ratings make up the evaluation rating structure. These rating definitions and factors CANNOT be customized.

- A. **Below Standard**: Contractor performance has been less than standard or satisfactory. This rating encompasses contractors whose performance does not consistently meet expectations defined in the contract/scope of work.

**Factors:**

- Contractor performance does not consistently meet expectations defined in the contract.
- Close supervision of the contractor was required to progress the work.
- Work was unsatisfactory and consistently failed to meet expectations.
- Lack of cooperation.
- Most performance requirements were not met.
- Significant cost overruns.
- Many schedule slips with negative cost impact.
- Lack of user satisfaction.

- B. **Standard**: Contractor has met all specifications and requirements. This rating includes a range of expected performance as stated in the contract/scope of work to support the project.

**Factors:**

- Contractor exhibits competency in the assignments and consistently meets the desired expectations of the project.
- Contractor meets standards and objectives and all performance requirements.
- Contractor sometimes exceeds expectations.
- Contractor met overall price.
- Contractor met expectations.
- Deliveries were on time.
- Project schedule was not impacted.
- Adequate user satisfaction.

- C. **Above Standard**: Contractor performance exceeds standard or satisfactory. This rating represents consistent and exceptional performance or consistently superior achievement beyond regular assignments and expectations as stated in the contract/scope of work.

**Factors:**

- Meeting and exceeding performance requirements.
- Significant positive impact to the project.
- Reduced costs while meeting contract requirements.
- All deliveries on time with some arriving early.
- Significantly exceeded expectations.
- High user satisfaction.
- Highly responsive and proactive.

VII. CONTRACTOR PERFORMANCE EVALUATION

**CONTRACTOR JOB PERFORMANCE EVALUATION**

File #: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

Contractor Name: \_\_\_\_\_  
 License #: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

		Below Standard	Standard	Above Standard
<b>Overall Rating:</b>				
1.	Quality			
2.	Timeliness			
	Original Contract Completion Date: _____			
	Actual Contract Completion Date: _____			
3.	Price/Budget			
	Original Contract Amount: \$ _____			
	Final Contract Amount: \$ _____			
4.	Business Relations/Customer Service			
5.	Deliverables/Requirements			
6.	Safety			
7.	Dependability			

**Evaluator Information:**

Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

**Comments:**

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## PERFORMANCE FACTORS

**1. Quality:** The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

**FACTORS:**

Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency's standards and expectations

Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected

Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable

Durability – reasonable period of time lapses before replacement is necessary

Support – available from the contractor in a reasonable period of time and met the need for assistance

Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion

State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements

**2. Timeliness:** The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

**FACTORS:**

The contractor delivered product and/or services by date agreed to in the contract

The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc

The contractor responded/replied to requests for information or assistance in a reasonable period of time

The contractor's average delivery time was comparable to that of other contractors for similar products and/or services

**3. Price/Budget:** The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

**FACTORS:**

Contractor's invoices were accurate with appropriate backup documentation

Estimates did not vary from the final invoice

There were a low number of variances from the initial agreed to prices and the costs stated on received invoices

The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs

**4. Business Relations/Customer Service:** The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

**FACTORS:**

The contractor was courteous, cooperative, and had a professional approach in all forms of communication

The contractor handled complaints efficiently and effectively

The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested

The contractor managed change effectively

The contractor attempted to resolve problems in a timely manner and followed up with a status report

The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided

The contractor provided training on the effective use of its products or services

**5. Deliverables/Requirements:** The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

**FACTORS:**

All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable

Requirements were demonstrated and/or documented

**6. Safety:** The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

**FACTORS:**

The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property

Contractor's safety record for the project

**7. Dependability:** The degree to which contractor demonstrated trustworthiness and reliability.

**FACTORS:**

The contractor was fair, honest, and reasonable in interactions with the agency

The contractor demonstrated consistency in business operations

The contractor was sincere in efforts to deliver a quality product and/or services

The contractor followed through on agreements made with the program/agency