

Millennium Challenge Corporation  
Program Procurement Guidelines

# Interim Amendment Notice 2013-001

(Material Interim Amendment to the October 23, 2009 Program Procurement Guidelines)

April 3, 2013





# Material Interim Amendment Notice 2013-001

April 3, 2013

## MCC/MCA Entity Procurement Community

### 1. Procurement Notices

This is a Material Interim Amendment Notice issued in accordance with Part 7 of the MCC Program Procurement Guidelines (PPG). MCC issues notices from time to time to inform MCC and all MCA Entities (including their Procurement Agent(s) and Implementing Entities) of changes to the PPG and the Standard Bidding Documents (SBDs). The changes indicated in this Material Interim Amendment Notice are effective as set out in the section titled “Effectiveness and Application of Amendment” below. This Material Interim Amendment Notice will be posted on MCC’s website.

### 2. MCC Program Procurement Guidelines

MCC and the MCA Entities shall implement the changes to the PPG as described in **Attachments A and B**, to this notice, titled “*Material Interim Amendment 2013-001*.” The changes made by this Material Interim Amendment will be incorporated into the next formal revision of the PPG.

### 3. Standard Bidding Documents

MCC and the MCA Entities shall implement the changes to the MCC Standard Bidding Documents (SBDs) described in **Attachment C** to this notice, titled “*Standard Bidding Document Changes*.” The changes made by this Material Interim Amendment will be incorporated into the next formal revision of the SBDs.

### 4. Effectiveness and Application of Amendment

This amendment is effective as of 3 April, 2013. The changes to the appropriate sections of the SBDs for Consulting Services, Goods, Small Works, Large Works, and Design/Build indicated on the attached list of changes are to be incorporated immediately into solicitation documents being developed that have not been issued. Solicitation documents currently released for contractors’ response do not have to be modified.

### 5. Summary of and Rationale for PPG Amendments and Modifications to SBDs

- a. **Modification to PPG Part 1, Paragraphs P1.A.1.16(a) and P1.B.1.21(a) (Fraud and Corruption)**. In July 2012, MCC revised its Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations. As part of that revision, changes were made to the definitions of the terms “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,”

“obstructive practice” and “prohibited practice.” These same terms in the PPG are being revised to materially conform the definitions to those used in MCC’s revised Fraud and Corruption policy. [*See Attachment A of this notice for modifications made to the PPG.*]

- b. Modification to PPG Part 2, Paragraphs P2.4.1 and P2.4.1.2 (Contractor Past Performance Reporting System) and Revised Guidance Paper on Reporting and Considering Past Performance and References in MCA Entity Program Procurements.** Prior to this modification, the PPG Contractor Past Performance Reporting System (CPPRS) requirements applied to any procurement resulting in a total contract awarded valued or estimated to be valued in excess of 100,000 USD. The PPG are being revised to establish new thresholds for triggering the CPPRS requirements. Under the PPG as amended, the CPPRS process applies to all contracts for works valued at USD 5 million or more and to contracts for consultant services valued at USD 200,000 or more. In addition, MCC is revising and updating its “Guidance on Reporting and Considering Past Performance by Contractors in MCA Entity Program Procurements” that was issued in December 2008. The revised guidance includes changes to submission thresholds and procedures, as well as more detailed guidance for the use of past performance reports and references in the qualification and evaluation process. [*See Attachment A of this notice for modifications made to the PPG and Attachment B of this notice for the revised guidance paper.*]
- c. Modification to PPG Part 10 (Eligibility Verification Procedures).** Paragraph P10.1.4 lists the sites that must be reviewed in conducting the eligibility verification required under the PPG for persons and entities involved in MCA Entity program procurements. The first site indicated on the list, the “Excluded Parties List System” has been consolidated into a new system. MCC is modifying the list set out in P10.1.4 to reflect this change. [*See Attachment A of this notice for modifications made to the PPG.*]
- d. Modification to PPG Part 15 (Combating Trafficking in Persons).** In May 2011, MCC added a new Part 15 to the PPG reflecting MCC’s zero tolerance policy regarding trafficking in persons and establishing procedures to be used in procurements to help ensure that the contractors, subcontractors and employees of MCA Entities are not engaged in such practices. MCC is modifying the definition of “trafficking in persons” in both the PPG and the SBDs to make it clear that no form or level of trafficking in persons is acceptable. MCC is also modifying the SBDs to require contractors and consultants to notify MCA Entities within 24 hours (or as soon as reasonably possible) of becoming aware of or taking action with respect to conduct that violates Part 15 of the PPG. This reduces the notification requirement from the current 48 hours. [*See Attachment A of this notice for modifications made to the PPG and Attachment C of this notice for modifications made to the SBDs.*]
- e. Modification to PPG Attachment 14 (Bid Review and Technical Evaluation Panels).** This change deletes a provision in the PPG that provided MCC could

grant exceptions allowing MCC employees, its agents or consultants to serve as members of technical evaluation panels for MCA Entity program procurements. It has never been MCC's practice to grant this exception and it is removing the language to make clear that these individuals will not serve as panel members. The change also updates the "Approval of Panel Members" provision to bring it in line with the provisions of PPG Attachment 1 (Approval Requirements)" that were updated in Interim Amendment Notice 2011-001. [*See Attachment A of this notice for modifications made to the PPG.*]

Patrick Fine  
Vice President, Department of Compact Operations  
Millennium Challenge Corporation

Attachments:

- A – MCC Program Procurement Guidelines Material Interim Amendment 2013-001
- B – Guidance on Reporting and Considering Past Performance and References in MCA Entity Procurements, April 3, 2013
- C – Standard Bidding Document Changes

## *Attachment A*

# **MCC Program Procurement Guidelines** (10/23/2009 Version)

## **Material Interim Amendment 2013-001**

This Material Interim Amendment modifies the October 23, 2009 version of the MCC Program Procurement Guidelines (PPG). The changes indicated in this amendment will be effective as set out in the section titled “Effectiveness and Application of Amendment” above. The changes will be incorporated into a future revision of the PPG.

MCC and the MCA Entities, including the Procurement Agent(s) and Implementing Entities, shall amend their copies of the PPG by inserting changed pages to the documents or by marking the change to the appropriate table or paragraph. It is also important to insert the Index of Interim Amendments found at the end of Attachment A of this notice. A copy of the PPG as amended by this Material Interim Amendment shall be maintained by the MCA Entity Procurement Director and the MCA Entity Procurement Agent(s) in a file/binder for use as a reference by staff and auditors.

### **1. AMENDMENT TO PART 1 OF PPG**

Each of Paragraphs P1.A.1.16(a) and P1.B.1.21(a) of the MCC Program Procurement Guidelines is amended by deleting sub-clauses (i) – (vi) of the existing text and replacing them with the following:

“(i) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to influence the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including such actions taken in connection with a procurement process or the execution of a contract;

(ii) “collusive practice” means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the MCA Entity of the benefits of free and open competition;

(iii) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of a public official, MCA Entity staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process, or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;

(iv) “fraudulent practice” means any act or omission, including any misrepresentation, that misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;

(v) “obstructive practice” means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding:

(aa) that results in the destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent or prohibited practice;

(bb) that threatens, harasses or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation, and/or

(cc) intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC provided under the Compact and related agreements; and

(vi) “prohibited practice” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of the “General Provisions Annex” that will be made a part of MCC-funded contracts and may be found on the MCC website at <http://www.mcc.gov>.”

## **2. AMENDMENT TO PART 2 OF PPG**

- a.** Paragraph P2.4.1 of the MCC Program Procurement Guidelines is amended by deleting clause (a) of the existing text and replacing it with the following:

“(a) ensure that, for each procurement resulting in a total contract awarded that is valued or estimated to be valued at (i) USD 5 million or more for any works and (ii) USD 200,000 or more for any consultant services, a past performance report on the contractor’s or consultant’s performance is submitted at least annually (quarterly if one or more aspects of performance are problematic) during the period of contract performance.”

- b.** Paragraph P2.4.1.2 of the MCC Program Procurement Guidelines is amended by deleting the existing text in its entirety and replacing it with the following:

“The CPPRS procedures apply to any procurement resulting in a total contract awarded that is valued or estimated to be valued at (a) USD 5 million or more for any works and (b) USD 200,000 or more for any consultant services. Total value or estimated total value is based on the base period of performance as well as any option periods of performance.”

### **3. AMENDMENT TO PART 10 OF PPG**

Paragraph P10.1.4 of the MCC Program Procurement Guidelines is amended by deleting the words “Excluded Parties List System (EPLS) -- ♦ <http://www.epls.gov/>” in the first bullet of the existing text and replacing them with “System for Award Management (SAM) -- ♦ <http://www.sam.gov/>.”

### **4. AMENDMENT TO PART 15 OF PPG**

- a.** The first Paragraph P15.2.9 of the MCC Program Procurement Guidelines is amended by renumbering it as Paragraph P15.2.8 and deleting the words “severe forms of trafficking in persons” in the existing text and replacing them with “trafficking in persons.”
- b.** Paragraph P15.3 of the MCC Program Procurement Guidelines is amended by deleting clause (a) of the existing text and replacing it with the following:  
“a. engage in trafficking in persons during the period of performance of any contract funded, in whole or in part, with MCC funding;”
- c.** Paragraph P15.5 of the MCC Program Procurement Guidelines is amended by deleting the first clause of the existing text and replacing it with the following:  
“A bidder, supplier, contractor, subcontractor, consultant or sub-consultant shall inform the MCA Entity within 24 hours or as soon as reasonably possible of:”

### **5. AMENDMENT TO ATTACHMENT 14 OF PPG**

Attachment 14 of the MCC Program Procurement Guidelines is amended in two places:

- a.** Strike the first three sentences of the third paragraph of the existing text and replace them with the following:  
“MCC employees and its agents or consultants shall not serve as a member of a panel for an MCA Entity procurement.”
- b.** Replace the sixth paragraph of the existing text (“Approval of Panel Members”) with the following paragraph:  
“The Procurement Agent is responsible for conducting an initial review and approval of the technical members of the panel proposed by the MCA Entity. MCC may opt-in as necessary for approval of panel members. For projects in which approval is required as an opt-in, the MCA Entity shall submit for MCC approval the Curriculum Vitae or a list of the candidate’s qualifications for each proposed panel member.”

### **6. GENERAL PROVISIONS**

- a.** Except as expressly amended by this Amendment, all of the terms and conditions of the MCC Program Procurement Guidelines remain unchanged and shall remain in full force and effect in accordance with their terms. This Amendment shall be limited as provided for herein, and shall not be deemed to be a waiver of,

amendment of, consent to, or modification of any other term or provision of the MCC Program Procurement Guidelines.

- b.** On and after the effective date set out in the section titled “Effectiveness and Application of Amendment” in the Material Interim Amendment Notice associated with this Amendment, each reference in the MCC Program Procurement Guidelines to “these Guidelines,” and any other reference to the MCC Program Procurement Guidelines will, unless otherwise stated, be construed to refer to the MCC Program Procurement Guidelines as amended by this Amendment.



Insert the following “*Index of Interim Amendments*” in the front of copies of the PPG.

**MCC Program Procurement Guidelines**  
(10/23/2009 Version)  
**Index of Interim Amendments**

<b>Interim Amendment</b>	<b>Issue Date</b>
2010-001 (Material Interim Amendment)	September 27, 2010
2011-001 (Material Interim Amendment)	May 2, 2011
2011-001 (Material Interim Amendment)	May 23, 2001 (relating to Material Interim Amendment issued May 2, 2001)
2013-001 (Material Interim Amendment)	April 3, 2013

*ATTACHMENT B*

**Guidance on Reporting and Considering Past Performance and  
References in MCA Entity Program Procurement**

Millennium Challenge Corporation  
Program Procurement Guidance

# Guidance on Reporting and Considering Past Performance and References in MCA Entity Program Procurements

April 2013

(Replaces December 2008 *Guidance on  
Reporting and Considering Past Performance  
by Contractors in MCA Entity Program Procurements*)



# Guidance on Reporting and Considering Past Performance and References in MCA Entity Program Procurements

April 3, 2013

(Replaces December 2008 *Guidance on Reporting and Considering Past Performance by Contractors in MCA Entity Program Procurements*)

## I. Purpose

The Program Procurement Guidelines (“PPG”) issued by the Millennium Challenge Corporation (“MCC”) to govern procurement of contracts funded under Millennium Challenge Compacts and certain other MCC funding authorities require that these contracts (“MCC-funded contracts”) be awarded only to qualified and capable consultants and contractors that have the capability and willingness to perform the contracts in accordance with the terms and conditions of the applicable contracts and on a cost-effective and timely basis. Past performance and reference information is critical to protecting the party to an MCC-funded contract (“MCA Entity”) from selecting a firm whose historical performance indicates an elevated risk of poor performance or delays.

MCC’s Standard Bidding Documents (“SBDs”) for works and consultant services require that consultants or contractors submit references and documentation of experience as part of the proposal or bid submission process. These SBDs also require that the MCA Entity reserve the right to contact references and other sources to verify past performance for all consultants and contractors. As an extension of this, MCC has designed the Contractor Past Performance Reporting System to facilitate the sharing of performance-related information across MCA Entities to aid in the selection of the best providers of works and consultant services.

This document is a revision and update to the “Guidance on Reporting and Considering Past Performance by Contractors in MCA Entity Program Procurements” that was issued in December 2008. It includes changes to submission thresholds and procedures, as well as more detailed guidance for the use of past performance reports and references in the qualification and evaluation process.

## **Contractor Past Performance Reporting System**

## II. Scope and Applicability

Using the Contractor Past Performance Reporting System (“CPPRS”), MCC maintains a record of performance by contractors and consultants on MCC-funded contracts with MCA Entities. The CPPRS does not maintain a record of consultant and contractor

performance on other contracts. For information on performance on other contracts, the MCA Entity must seek references. Guidance for checking references is set out below.

The requirement to generate and submit a Contractor Past Performance Report (“CPPR”) to MCC applies to contracts for consultant services valued at USD 200,000 or more and to contracts for works valued at USD 5 million or more. CPPRs must be submitted within two months of completion or termination of a contract. Additionally, for multi-year contracts, CPPRs should be submitted annually unless MCC has granted an exception to this filing requirement when there is evidence that filing of the reports would interfere with contract management strategies. MCA Entities are also encouraged to submit a CPPR whenever there has been a significant change in contract performance. CPPRs are not required for contracts below the thresholds stated above, but they may be used in a contract situation if an MCA Entity finds completing a CPPR would be helpful in managing the procurement contract.

### **III. Creating a Record**

Contractor Past Performance Reports must follow the format set out in Attachment 1 to this guidance paper and should be submitted in English. The key aspects of each CPPR are as follows:

- 1) All reports must include an honest and forthright assessment of a contractor/consultant’s performance that draws primarily on the facts of the implementation of the contract. This assessment is initiated by the relevant project director, reviewed by the procurement director, and ultimately approved by the chief executive of the MCA Entity.
- 2) All reports must be sent to the contractor/consultant for review and comment, and the contractor/consultant must be allowed fifteen (15) calendar days to respond. If no response is received, the MCA Entity may finalize the report once the fifteen (15) calendar day period has elapsed.
- 3) Reports that are finalized by the MCA Entity should be emailed (in .PDF format) to [mcccprs@mcc.gov](mailto:mcccprs@mcc.gov) **and** to the MCC Procurement Director assigned oversight responsibility for the Compact. The reports will be reviewed by MCC for completeness and appropriate content before they are entered into the CPPRS database.
- 4) MCC will track and notify MCA Entities that are not in compliance with the submission of CPPRs on a quarterly basis. Failure to file these reports as required would constitute a violation of the Compact conditions entitling MCC to exercise its remedies under the terms of the Compact.

### **IV. Accessing Records**

MCC requires the potential contractors and consultants to disclose all contracts with MCC and MCA Entities to which they (including any of their associates or joint venture members) have been a party, whether as a lead contractor, consultant, affiliate, associate, subsidiary, subcontractor, sub-consultant or in any other role, within the past five years. CPPRs may be accessed during the evaluation of proposals or bids. CPPRs should be requested as soon as the proposals or bids are opened in order to give enough time for

consideration.

To request a CPPR, the MCA Entity Procurement Director (or his/her representative) should email [mcccpr@dcc.gov](mailto:mcccpr@dcc.gov) and the assigned MCC Procurement Director with the name of the firm and any key personnel. Once the MCA Procurement Director receives, any CPPR(s) it shall be shared with the technical experts reviewing the bids [Technical Review Panel (TRP)] or evaluating the proposals [Technical Evaluation Panel (TEP)].

Note that the CPPRS may not report on all of the contracts identified in a participant's bid or proposal, such as contracts below the CPPRS thresholds or where the participant was a subcontractor or sub-consultant. In such cases, the MCA Entity is encouraged to seek references following the procedures described below.

## **V. How to Use Past Performance Information**

### **Works**

Past performance information for works procurements is considered at the qualification stage along with other qualification criteria. The essence of the determination at this stage is to assess any negative past performance as part of the risk assessment. If the TRP finds that this negative past performance presents a substantial risk to timely and effective performance of the contract, it may determine to disqualify the bidder and reject the bid, as stated in the Instructions to Bidders set out in the bidding documents.

Some indications of high risk that may lead to rejection include: (1) termination for cause of an MCA contract; and (2) failure to substantially and timely complete an MCA contract.

Before a bidder is disqualified, the bidder must be notified and allowed three (3) business days to respond to this negative determination. To make this policy clear to bidders, the following language (or alternative language approved by MCC) is to be included in the Instructions to Bidders in the SBDs for large works, [small works,] design build [and in the Instructions to Applicants in the SBD for pre-qualification of works]:

ITB [34.1] Performance and Reference Checks.

“In accordance with the MCC Program Procurement Guidelines, the Bidder's record of past performance will be considered a factor in the Employer's determination of the Bidder's qualifications to perform an MCC-funded contract. Accordingly, if the Bidder (including any of its associates or joint venture members) is or has been a party to an MCC-funded contract (either with MCC directly or with any MCA Entity anywhere in the world), whether as lead contractor, affiliate, associate, subsidiary, subcontractor, or in any other role [within the past five (5) years], the Bidder must identify the contract in its lists of references it provides as evidence of the Bidder's past experience. The Employer, at its discretion, reserves the right to check the Bidder's record of past

performance found in MCC's Contractor Past Performance Reporting System (CPPRS), the record of past performance and references as provided by the Bidder and any other sources identified by the Employer. A negative determination by the Employer based upon a record of poor past performance may be a reason to disqualify the Bidder and reject its Bid at the discretion of the Employer. The Employer shall give the Bidder one opportunity to respond to the negative determination, which shall be considered by the Employer before making the final determination to disqualify the Bidder and reject its Bid."

### **Consulting Services**

Past Performance information is used in proposal evaluation at the technical evaluation phase. The CPPRS report(s), along with other reference information, should be distributed to the TEP members during the proposal evaluation and considered in the evaluation and scoring of "**Organizational Capability and Experience of the Consultant.**"

CPPRS reports may also provide information about the performance of key personnel. If the same personnel worked on other MCA contracts and an assessment of their performance is included in the reports, this information may be considered in the evaluation of "Key Professional Personnel." To make this policy clear to consultants, the following language (or alternative language approved by MCC) is to be included in the Instructions to Consultants in the SBD for consulting services:

#### ITC [5.2] Evaluation of Technical Proposals.

"In accordance with the MCC Program Procurement Guidelines, the Consultant's record of past performance will be considered a factor in the Client's determination of the Consultant's qualifications to perform an MCC-funded contract. Accordingly, if the Consultant (including any of its associates or joint venture members) is or has been a party to an MCC-funded contract (either with MCC directly or with any MCA Entity anywhere in the world), whether as lead consultant, affiliate, associate, subsidiary, sub-consultant, or in any other role [within the past five (5) years], the Consultant must identify the contract in its lists of references it provides as evidence of the Consultant's past experience. The Client, at its discretion, reserves the right to check the Consultant's record of past performance found in MCC's Contractor Past Performance Reporting System (CPPRS), the record of past performance and references as provided by the Consultant and any other sources identified by the Client. A negative determination by the Client based upon a record of poor past performance may be a reason to disqualify the Consultant and reject its Proposal at the discretion of the Client. The Client shall give the Consultant one opportunity to respond to the negative determination, which shall be considered by the Client before making the final determination to disqualify the Consultant and reject its Proposal."

## Reference Sources and the Reference Check Process

MCA Entities are encouraged to seek relevant information about potential contractors and consultants from a broad array of sources, including the CPPRS, other references given by contractors/consultants in their bids/proposals and other references from any other source available to the MCA Entity at its discretion. These should be a key part of the review and evaluation process.

Shortly after bid/proposal opening, the Procurement Agent or its representative should contact the references or clients listed in the bid or proposal, using a questionnaire form similar to the samples provided in Attachments 2 and 3 to this guidance paper. Responses received from these reference checks should be provided to the TRP or TEP as appropriate for timely consideration during the contractor/consultant selection process.

### VI. Reference Sources

#### *Consultant-Supplied References*

Consultants should be requested to submit references as part of the proposal submission process. If a contractor/consultant identifies contracts with an MCA Entity within the past 5 years, but a CPPR is not available, the MCA Entity procurement team should contact the relevant MCA Entity (assuming it is still active) to request a CPPR be completed or a reference if there is insufficient time to complete a CPPR. (see Attachments 1, 2 and 3 to the guidance paper.)

#### *MCC-Provided References*

From time to time, MCC staff may be identified as a reference in a bid or proposal submission. However, MCC staff may only provide references for contracts for which the MCC staff member served as the Contracting Officer's Technical Representative (COTR) or Project Monitor (PM) for MCC-awarded contracts. MCC staff members may not provide references for contractors/consultants performing MCA Entity contracts. Also, *it is not permitted* to share past performance information originating from US Government databases, such as the Department of Defense Contractor Performance Assessment Reporting System with MCA Entities or their Procurement Agents.

### VII. Using References in Bid and Proposal Evaluations

It is recognized that obtaining references from any source in time to support the deliberations of a technical panel may be difficult. The MCA Entity procurement team should make best efforts to obtain references. In general, if references are not received for a particular contractor/consultant, the panel should not penalize the contractor/consultant; however, the panel may take into consideration the lack of references if the reference sources provided by the contractor/consultant, as required by the bidding documents, fail to reply. It is the firm's responsibility to ensure that it has listed references that are willing and able to respond to the Procurement Agent. If no references are received, this could be considered a weakness during the technical evaluation. The following guidance is provided to assist the panels in the use of reference information during the technical



review or technical evaluation process.

#### *Works*

The bidding documents for large works, small works, design-build and pre-qualification of works require each bidder to furnish documentary evidence that it meets the experience requirements. The process for qualifying bidders and applicants for pre-qualification is scored on a pass/fail basis. If a reference provides evidence that the firm failed in performance or was terminated on a particular contract, this may be a reason to disqualify the bidder/applicant for failing to satisfy the experience requirements or because such a bidder/applicant presents a high risk of poor performance based upon its historical performance. In the case where the information received indicates a marginal performance, the TRP may decide to qualify the bidder/applicant but highlight areas that need to be addressed during negotiations should the bidder/applicant be recommended for contract award. In order to disqualify a contractor and reject its bid, the MCA shall follow the process laid out in the bidding document.

#### *Consulting Services*

In the evaluation of proposals, past experience in similar types of services is generally an important evaluation criterion and the score given to this criterion can be the deciding factor in the award decision. Consequently, it is significant to consider information about the quality of the consultant's performance in these past assignments. Before assigning weight for past experience, the panel should consider if the information from the CPPRs and references indicates that the consultant performed well or poorly and score the experience criterion accordingly. In the case where the information received indicates a marginal performance, the panel should highlight areas that need to be addressed during negotiations should the consultant be recommended for contract award.

#### *Individual Consultants and Key Personnel*

For individual consultant procurements, reference information is used to assess the individual's knowledge and past experience related to the services to be provided. The panel should determine if the information affects the determination of whether the experiences have been successful and score the experience criteria accordingly. In the case where the information received indicates a marginal performance, the panel may decide to qualify the consultant or accept the key personnel but highlight areas that need to be addressed during negotiation should the consultant be recommended for contract award.

### **VIII. Protection and Disclosure of Contractor Past Performance Reports**

Except as may be specifically otherwise directed or allowed by MCC in writing, no person or entity granted access to CPPRs or any other summary or other information from MCC's CPPRS may disclose any such materials or information to any other person or entity other than a person or entity authorized to receive such materials or information in accordance with the MCC Program Procurement Guidelines and must take all reasonable precautions to ensure such materials and information are protected from unauthorized disclosure.

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – CONSULTING SERVICES**

*Note: Continuation sheets may be used if more space is required.*

<b>1. Consultant Name and Address:</b>  	<b>2. MCA Entity:</b> _____ Country: _____ Point of Contact (POC) Name: _____ POC Position: _____	<b>3. [ ] Final Report</b> From: _____ To: _____ <b>[ ] Interim Report</b> From: _____ To: _____
<b>4. Contract Number:</b>	<b>8. Total Value of Base Period:</b>	
<b>5. Number of Contract Modifications:</b>	<b>9. Total Value of Option(s):</b>	
<b>6. Contract Award Date:</b>	<b>10. Number of Options:</b>	
<b>7. Contract End Date:</b>	<b>11. Total Contract Value (Base Period (+) All Option Periods):</b>	
<b>12. Describe the services performed on the contract in Block 4; include the specific location(s) of performance.</b>		
<b>13. Was the contract Terminated for Cause during the reporting period? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>14. Was a Notice of Intent to Terminate the Contract issued? ___Yes ___ No. If yes, explain the circumstances and the corrective actions taken, if any:</b>		
<b>15. Was the Consultant notified that any Options would not be exercised? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>16. Did the Consultant ever receive notification that they would be required to address and correct/remedy deficiencies in their performance? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>17. Were there any Claims or Disputes filed during the performance of this contract? ___Yes ___ No. If yes, explain who filed, what the outcomes were, and whether arbitration was used.</b>		
<b>18. Due to any fault of the Consultant, did the MCA Entity need to devote any unanticipated resources to the contract in order to ensure satisfactory performance? ___Yes ___ No. If yes, explain.</b>		
<b>19. Were all submitted deliverables technically acceptable? ___Yes ___ No. If no, in what respect were they technically unacceptable? If no, did the MCA Entity have to personally go back and correct the deliverables after the Consultant’s submission?</b>		
<b>20. Did any deliverables exceed the expectations set forth in the contract? ___Yes ___ No. If yes, in what respect did they exceed the expectations?</b>		

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – CONSULTING SERVICES**

*Note: Continuation sheets may be used if more space is required.*

21. Were all deliverables provided on time? \_\_\_Yes \_\_\_ No. If no, how late were they? What was the reason?

Description of Services	Days Late	Reason

22. Were all key personnel positions filled during the reporting period? \_\_\_Yes \_\_\_ No. If no, how long were they vacant? Why?

Position	Duration	Reason For Vacancy

23. Were the Key Personnel used the same persons originally proposed? \_\_\_Yes \_\_\_No. If no, was this change approved by the MCA Entity?

24. Were there any requests to change and/or replace Key Personnel during the period of performance? \_\_\_Yes \_\_\_No. If yes, what was the reason? Was the request(s) granted?

25. Was a significant portion of the services subcontracted? \_\_\_Yes \_\_\_ No. If yes, provide the name and address of each significant subcontractor and the subcontract value.

26. Was a significant portion of the services performed by a consortium member or joint venture partner? \_\_\_Yes \_\_\_No. If yes, provide the name, address, and approximate percentage of work performed by each such member or partner.

27. Would you select this Consultant in the future? Explain.

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – CONSULTING SERVICES**

*Note: Continuation sheets may be used if more space is required.*

28. How would you rate this Consultant's overall performance? Select one of the following:

Outstanding     
  Very Good     
  Adequate     
  Unacceptable

Rating	Definition
<b>OUTSTANDING</b>	The Consultant provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The Consultant performed exceptionally and delivered the highest quality work in an efficient manner. The Consultant routinely exceeded requirements and added significant value to the project. The Consultant's work rarely, if ever, required revisions to content or form.
<b>VERY GOOD</b>	The Consultant provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The Consultant performed well and delivered quality work in an efficient manner. The Consultant sometimes exceeded requirements and added some additional value to the project. The Consultant's work sometimes required revisions to content or form.
<b>ADEQUATE</b>	The Consultant provided adequate support and rarely increased efficiencies beyond minimum requirements. The Consultant met requirements and added no additional value to the project. The Consultant's work may have required several revisions to content and form.
<b>UNACCEPTABLE</b>	The Consultant provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The Consultant routinely failed to meet the expectations and requirements of the contract. The Consultant's work was not acceptable even after multiple intensive revisions to form or content.

29. MCA Entity Project Director Name:

\_\_\_\_\_

Phone/FAX/Internet Address:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

30. Approval by the Procurement Director: \_\_\_ Yes \_\_\_ No

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

31. Consultant's Review. Were comments or additional information provided? \_\_\_ Yes \_\_\_ No. If yes, attach comments or additional information.

Number of Pages of Attachment \_\_\_\_

32. Consultant's Contact Name:

\_\_\_\_\_

Phone/FAX/Internet Address:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

33. MCA Entity Review. Were the Consultant's comments reviewed by the Director General or Chief Executive Officer of the MCA Entity? \_\_\_ Yes \_\_\_ No.

If yes, attach comments of MCA Entity Director General/CEO.

Number of Pages of comments \_\_\_\_

34. MCA Entity Director General/CEO Name:

\_\_\_\_\_

Phone/FAX/Internet Address:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

35. Is the Key Personnel Reference form attached? \_\_\_ Yes \_\_\_ No.

**END OF FORM**

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – CONSULTING SERVICES**

*Note: Continuation sheets may be used if more space is required.*

**Additional Guidance on Completing the Forms:**

- Block 5: State how many contract modifications were executed under this contract.
- Block 11: Contract dollar value shall include base period plus all options. If funding was increased or decreased during the evaluation period, it should be reflected in the overall value.
- Block 12: Provide a brief description and location of the services.
- Block 13: Describe any early termination of the contract, if applicable.
- Block 18: Describe any circumstances that may have required unanticipated resources from the MCA Entity due to a fault of the Consultant (e.g., MCA Entity was required to establish additional oversight to monitor Consultant performance, MCA Entity increased contract funding in order to facilitate delivery, etc.).
- Block 27: Provide supporting rationale for why you would or would not select this Consultant to provide consulting services in the future.
- Block 28: Provide an overall rating of the Consultant based upon the definitions supporting each adjectival rating description.
- Blocks 31-32: **Consultant’s Review:** The Consultant should be provided an opportunity to review and endorse the past performance report. Forward the completed report to the Consultant and instruct them to review and sign the document on Block 32 within 15 calendar days of the date of your correspondence. If comments are unfavorable, the Consultant **must** be afforded an opportunity to comment. More time may be granted, as reasonable, but should not extend beyond 30 calendar days. Signature by the Consultant does not necessarily indicate agreement. If concern or disagreement is received from the Consultant, additional MCA Entity review at a level higher than the MCA Entity Project Director/Procurement Director is required.
- Blocks 33-34 **MCA Entity Review:** This is the review by the Director General/CEO of the MCA Entity. Review cannot be delegated below the Deputy Director/DCEO. Comments should be provided, as appropriate. Attach additional pages as needed. The Director General/CEO’s signature certifies that they have reviewed the entire file and have either concurred with the original rating or established a different final rating.

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – CONSULTING SERVICES**

*Note: Continuation sheets may be used if more space is required.*

<b>1. Contractor Name and Address:</b>  	<b>2. MCA Entity:</b> _____ Country: _____ Point of Contact (POC) Name: _____ POC Position: _____	<b>3. [ ] Final Report</b> From: _____ To: _____ <b>[ ] Interim Report</b> From: _____ To: _____
<b>4. Contract Number:</b>	<b>8. Total Value of Base Period:</b>	
<b>5. Number of Contract Modifications:</b>	<b>9. Total Value of Option(s):</b>	
<b>6. Contract Award Date:</b>	<b>10. Number of Options:</b>	
<b>7. Contract End Date:</b>	<b>11. Total Contract Value (Base Period (+) All Option Periods):</b>	
<b>12. Describe the works performed on the contract in Block 4; include the specific location(s) of performance.</b>		
<b>13. Was the contract Terminated for Cause during the reporting period? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>14. Was a Notice of Intent to Terminate the Contract ever issued? ___Yes ___ No. If yes, explain the circumstances and the corrective actions taken, if any:</b>		
<b>15. Was the Contractor notified that any Options would not be exercised? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>16. Did the Contractor receive a Cure Notice at any time? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>17. Did the Contractor ever receive notification that they would be required to address and correct/remedy deficiencies in their performance? ___Yes ___ No. If yes, explain the circumstances.</b>		
<b>18. Were there any Claims or Disputes filed during the performance of this contract? ___Yes ___ No. If yes, explain who filed, what the outcomes were, and whether arbitration was used.</b>		
<b>19. Due to any fault of the Contractor, did the MCA Entity need to devote any unanticipated resources to the contract in order to ensure satisfactory performance? ___Yes ___ No. If yes, explain.</b>		
<b>20. Did the Contractor's performance cause any Delay Damages? If no, were there any other schedule delays, particularly to the critical path?</b>		

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – WORKS**

*Note: Continuation sheets may be used if more space is required.*

<p><input type="checkbox"/> Yes <input type="checkbox"/> No.</p>
<p>21. Were Liquidated Damages provisions included in this contract? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, were any Liquidated Damages applied to the Contractor for any reason? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain.</p>
<p>22. Was all work completed in a technically acceptable manner? <input type="checkbox"/> Yes <input type="checkbox"/> No. If no, in what respect were they technically unacceptable? If no, did the MCA Entity have to go back and correct the deliverables after the Contractor's submission?</p>
<p>23. Did any deliverables exceed the standards set forth in the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, in what respect did they exceed the standards?</p>
<p>24. How many Variation Orders were requested by the Contractor? <input type="checkbox"/> How many variations were issued by the MCA Entity ? <input type="checkbox"/></p>
<p>25. Was the Contractor able to ensure the retention of qualified Key Personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No. If no, was there an adverse impact to the contract cost, schedule, or scope? Were additional resources readily and easily on-boarded?</p>
<p>26. Was the Contractor able to maintain an adequate workforce for successful completion of the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No. If no, explain.</p>
<p>27. Was a significant portion of the work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, provide the name and address of each significant subcontractor and the subcontract value.</p>
<p>28. Did the Contractor encounter any supply chain issues that adversely impacted their performance or the success of the contract? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain.</p>
<p>29. Did the Contractor encounter any problems procuring and using the appropriate hardware, equipment, or tools for this contract? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain.</p>
<p>30. Was the Contractor ever asked to correct, cure, or remedy any health or safety violations during performance? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, explain. Was the Contractor able to correct their poor performance? <input type="checkbox"/> Yes <input type="checkbox"/> No. If no, explain.</p>

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – WORKS**

*Note: Continuation sheets may be used if more space is required.*

ESA Director of MCA Entity Signature is required for this answer: \_\_\_\_\_

31. Would you select this Contractor in the future? Explain.

32. How would you rate this Contractor's overall performance? Select one of the following:

Outstanding     
  Very Good     
  Adequate     
  Unacceptable

Rating	Definition
<b>OUTSTANDING</b>	The Contractor provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The Contractor performed exceptionally and delivered the highest quality work in an efficient manner. The Contractor routinely exceeded requirements and added significant value to the project. The Contractor's work rarely, if ever, required revisions to content or form.
<b>VERY GOOD</b>	The Contractor provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The Contractor performed well and delivered quality work in an efficient manner. The Contractor sometimes exceeded requirements and added some additional value to the project. The Contractor's work sometimes required revisions to content or form.
<b>ADEQUATE</b>	The Contractor provided adequate support and rarely increased efficiencies beyond minimum requirements. The Contractor met requirements and added no additional value to the project. The Contractor's work may have required several revisions to content and form.
<b>UNACCEPTABLE</b>	The Contractor provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The Contractor routinely failed to meet the expectations and requirements of the contract. The Contractor's work was not acceptable even after multiple intensive revisions to form or content.

33. MCA Entity Project Director Name:  
 \_\_\_\_\_  
 Phone/FAX/Internet Address:

34. Approval by the Procurement Director: \_\_\_ Yes \_\_\_ No  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_



**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – WORKS**

*Note: Continuation sheets may be used if more space is required.*

Signature: _____ Date: _____	Date: _____
35. Contractor's Review. Were comments or additional information provided? ___ Yes ___ No. If yes, attach comments or additional information. Number of Pages of Attachment ____	
36. Contractor's Contact Name: _____ Phone/FAX/Internet Address: _____	Signature: _____ Date: _____
37. MCA Entity Review. Were the Contractor's comments reviewed by the Director General or Chief Executive Officer of the MCA Entity? ___ Yes ___ No. If yes, attach comments of MCA Entity Director General/CEO. Number of Pages of comments ____	
38. MCA Entity Director General/CEO Name: _____ Phone/FAX/Internet Address: _____	Signature: _____ Date: _____
39. Is the Key Personnel Reference form attached? ___ Yes ___ No.	
<b>END OF FORM</b>	

**ATTACHMENT 1: CONTRACTOR PAST PERFORMANCE REPORT – WORKS**

*Note: Continuation sheets may be used if more space is required.*

**Additional Guidance on Completing the Forms:**

- Block 5: State how many contract modifications were executed under this contract.
- Block 11: Contract dollar value shall include base period plus all options. If funding was increased or decreased during the evaluation period, it should be reflected in the overall value.
- Block 12: Provide a brief description and location of the works.
- Block 13: Describe any early termination of the contract, if applicable.
- Block 19: Describe any circumstances that may have required unanticipated resources from the MCA Entity due to a fault of the Contractor (e.g., the MCA Entity was required to establish additional oversight to monitor Contractor performance, the MCA Entity increased contract funding in order to facilitate delivery, etc.).
- Block 31: Provide supporting rationale for why you would or would not select this Contractor to provide consulting services in the future.
- Block 32: Provide an overall rating of the Contractor based upon the definitions supporting each adjectival rating description.
- Blocks 35-36: **Contractor’s Review:** The Contractor should be provided an opportunity to review and endorse the past performance report. Forward the completed report to the Contractor and instruct them to review and sign the document on Block 36 within 15 calendar days of the date of your correspondence. If comments are unfavorable, the Contractor **must** be afforded an opportunity to comment. More time may be granted, as reasonable, but should not extend beyond 30 calendar days. Signature by the Contractor does not necessarily indicate agreement. If concern or disagreement is received from the Contractor, additional MCA Entity review at a level higher than the MCA Entity Project Director/Procurement Director is required.
- Blocks 37-38 **MCA Entity Review:** This is the review by the Director General/CEO of the MCA Entity. Review cannot be delegated below the Deputy Director/DCEO. Comments should be provided, as appropriate. Attach additional pages as needed. The Director General/CEO’s signature certifies that they have reviewed the entire file and have either concurred with the original rating or established a different final rating.

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**ATTACHMENT 2: KEY PERSONNEL REFERENCE QUESTIONNAIRE**

*Note: Continuation sheets may be used if more space is required.*

1. Individual's Name and Proposed Position (Key Personnel):	2. Individual's Firm:	3. Contract Number:	
		4. Total Contract Value (Base and Options):	
		5. Contract Award Date:	
		6. Contract Completion Date:	
7. Describe the project scope for the contract identified in Block 3 above. Also describe this individual's role on this contract. What was the duration of his/her assignment in the position(s)?			
8. Does this person possess technical expertise and competence that is relevant to successful contract performance? ___ Yes ___ No. If no, explain.			
9. Has this person ever worked with or for your organization before? ___ Yes ___ No. If yes, provide a brief description of their previous involvement.			
10. Does this person work calmly and effectively under pressure? ___ Yes ___ No. If no, explain.			
11. Does this person display tact in difficult situations? ___ Yes ___ No. If no, explain.			
12. Does this person effectively collaborate with other contractor personnel and outside officials to quickly resolve problems? ___ Yes ___ No. If no, explain.			
13. Does this person demonstrate flexibility and a willingness to adapt to changing circumstances? ___ Yes ___ No. If no, explain.			
14. Is this person ethical in his/her dealings with his/her employer, other contractors, and other individuals? ___ Yes ___ No. If no, explain.			
15. Does this person communicate effectively with internal and external personnel and staff? ___ Yes ___ No. If no, explain.			
16. Does this person create and deliver effective written and oral presentations? ___ Yes ___ No. If no, explain.			

**ATTACHMENT 2: KEY PERSONNEL REFERENCE QUESTIONNAIRE**

*Note: Continuation sheets may be used if more space is required.*

17. Does this person have strong organizational skills and an ability to effectively prioritize actions? ___Yes ___ No. If no, explain.										
18. Does this person deliver complete and accurate work products, deliverables, and action items in a timely manner? ___Yes ___ No. If no, explain.										
19. Was this person’s proposed professional experience and background directly applicable to the work performed under this contract? ___Yes ___ No. If no, explain.										
20. Does this person exhibit sound judgment? ___Yes ___ No. If no, explain.										
21. Does this person demonstrate trustworthiness? ___Yes ___ No. If no, explain.										
22. Would you recommend this person be used on future contracts? ___Yes ___ No. If no, explain.										
23. Provide additional comments, if appropriate.										
24. How would you rate this person’s overall performance? Select one of the following:  <div style="text-align: center;"> <input type="checkbox"/> Outstanding      <input type="checkbox"/> Very Good      <input type="checkbox"/> Adequate      <input type="checkbox"/> Unacceptable                 </div>										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th style="text-align: center;">Rating</th> <th style="text-align: center;">Definition</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;"><b>OUTSTANDING</b></td> <td>The person provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The person performed exceptionally and delivered the highest quality work in an efficient manner. The person routinely exceeded requirements and added significant value to the project. The person’s work rarely, if ever, required revisions to content or form.</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;"><b>VERY GOOD</b></td> <td>The person provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The person performed well and delivered quality work in an efficient manner. The person sometimes exceeded requirements and added some additional value to the project. The person’s work sometimes required revisions to content or form.</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;"><b>ADEQUATE</b></td> <td>The person provided adequate support and rarely increased efficiencies beyond minimum requirements. The person met requirements and added no additional value to the project. The person’s work may have required several revisions to content and form.</td> </tr> <tr> <td style="text-align: center; vertical-align: middle;"><b>UNACCEPTABLE</b></td> <td>The person provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The person routinely failed to meet the expectations and requirements of the contract. The person’s work was not acceptable even after multiple intensive revisions to form or content.</td> </tr> </tbody> </table>	Rating	Definition	<b>OUTSTANDING</b>	The person provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The person performed exceptionally and delivered the highest quality work in an efficient manner. The person routinely exceeded requirements and added significant value to the project. The person’s work rarely, if ever, required revisions to content or form.	<b>VERY GOOD</b>	The person provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The person performed well and delivered quality work in an efficient manner. The person sometimes exceeded requirements and added some additional value to the project. The person’s work sometimes required revisions to content or form.	<b>ADEQUATE</b>	The person provided adequate support and rarely increased efficiencies beyond minimum requirements. The person met requirements and added no additional value to the project. The person’s work may have required several revisions to content and form.	<b>UNACCEPTABLE</b>	The person provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The person routinely failed to meet the expectations and requirements of the contract. The person’s work was not acceptable even after multiple intensive revisions to form or content.
Rating	Definition									
<b>OUTSTANDING</b>	The person provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The person performed exceptionally and delivered the highest quality work in an efficient manner. The person routinely exceeded requirements and added significant value to the project. The person’s work rarely, if ever, required revisions to content or form.									
<b>VERY GOOD</b>	The person provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The person performed well and delivered quality work in an efficient manner. The person sometimes exceeded requirements and added some additional value to the project. The person’s work sometimes required revisions to content or form.									
<b>ADEQUATE</b>	The person provided adequate support and rarely increased efficiencies beyond minimum requirements. The person met requirements and added no additional value to the project. The person’s work may have required several revisions to content and form.									
<b>UNACCEPTABLE</b>	The person provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The person routinely failed to meet the expectations and requirements of the contract. The person’s work was not acceptable even after multiple intensive revisions to form or content.									
25. Evaluator Name & Position: _____ Signature: _____ Phone/FAX/E-Mail Address: _____ Date: _____										
26. Provide the Institution and/or Agency for whom this work was completed:										
<b>END OF FORM</b>										

**ATTACHMENT 3: REFERENCE QUESTIONNAIRE FOR FIRMS**

*Note: Continuation sheets may be used if more space is required.*

1. Firm Name:	2. Project Name:	3. Contract Number:	
		4. Total Contract Value (Base and Options):	
		5. Contract Award Date:	
		6. Contract Completion Date:	
7. Describe the scope of this firm's work on the project in Block 2.			
8. Did this firm satisfactorily provide quality works or services? ___ Yes ___ No. If no, explain.			
9. Did this firm provide timely delivery of works or services in accordance with contractual requirements? ___ Yes ___ No. If no, explain.			
10. Did this firm provide informative, prompt, and clear communications during the contract period of performance? ___ Yes ___ No. If no, explain.			
11. Did this firm complete the contract within the original contract price? ___ Yes ___ No. If no, explain.			
12. Did the firm require any adjustments to the total contract value in order to complete the contract? ___ Yes ___ No. If yes, explain.			
13. Was this firm ethical in its dealings with clients, other contractors, employees, and other individuals? ___ Yes ___ No. If no, explain.			
14. Did this firm effectively manage their sub-contractor relationships and business arrangements? ___ Yes ___ No. If no, explain.			
15. Did this firm use qualified Key Personnel on the contract? ___ Yes ___ No. If no, explain.			

**ATTACHMENT 3: REFERENCE QUESTIONNAIRE FOR FIRMS**

*Note: Continuation sheets may be used if more space is required.*

16. Provide additional comments, if appropriate.

17. How would you rate this Contractor's overall performance? Select one of the following:

Outstanding       Very Good       Adequate       Unacceptable

Rating	Definition
<b>OUTSTANDING</b>	The Contractor provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The Contractor performed exceptionally and delivered the highest quality work in an efficient manner. The Contractor routinely exceeded requirements and added significant value to the project. The Contractor's work rarely, if ever, required revisions to content or form.
<b>VERY GOOD</b>	The Contractor provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The Contractor performed well and delivered quality work in an efficient manner. The Contractor sometimes exceeded requirements and added some additional value to the project. The Contractor's work sometimes required revisions to content or form.
<b>ADEQUATE</b>	The Contractor provided adequate support and rarely increased efficiencies beyond minimum requirements. The Contractor met requirements and added no additional value to the project. The Contractor's work may have required several revisions to content and form.
<b>UNACCEPTABLE</b>	The Contractor provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The Contractor routinely failed to meet the expectations and requirements of the contract. The Contractor's work was not acceptable even after multiple intensive revisions to form or content.

18. Evaluator Name & Position: \_\_\_\_\_  
Phone/FAX/E-Mail Address: \_\_\_\_\_

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

19. Provide the Institution and/or Agency for whom this work was completed:

**END OF FORM**

**ALTERNATIVE ATTACHMENT 3: REFERENCE QUESTIONNAIRE FOR FIRMS**

*Note: Continuation sheets may be used if more space is required.*

1. Firm Name:	Project Name:	3. Contract Number:	
		4. Total Contract Value (Base and Options):	
		5. Contract Award Date:	
		6. Contract Completion Date:	
7. Describe the scope of this firm's work on the project in Block 2.			
8. Firm's ability to provide quality works or services:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
9. Firm's ability to provide timely delivery of works or services in accordance with contractual requirements:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
10. Firm's ability to provide informative, prompt, and clear communications:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
11. Firm's ability to complete the contract within the original contract price:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
12. Firm's ability to mitigate change requests:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
13. Firm's ability to ethically and professionally conduct business:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
14. Firm's ability to effectively manage their sub-contractor relationships and business arrangements:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
15. Firm's ability to use and retain qualified Key Personnel:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
16. How would you rate this Contractor's overall performance? Select one of the following:  <input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Adequate <input type="checkbox"/> Unacceptable <input type="checkbox"/> N/A			
17. Provide additional comments, if appropriate.			
18. Evaluator Name & Position:  _____		Signature: _____	
Phone/FAX/E-Mail Address:  _____		Date: _____	
19. _____			
Provide the Institution and/or Agency for whom this work was completed:			
<b>END OF FORM</b>			



**ATTACHMENT 3: REFERENCE QUESTIONNAIRE FOR FIRMS**

*Note: Continuation sheets may be used if more space is required.*

**Additional Guidance on Completing the Forms:**

Please use the following adjectival ratings, with supporting definitions, to complete the questionnaire.

<b>Rating</b>	<b>Definition</b>
<b>OUTSTANDING</b>	The Contractor provided excellent support and routinely provided increased efficiencies beyond minimum requirements. The Contractor performed exceptionally and delivered the highest quality work in an efficient manner. The Contractor routinely exceeded requirements and added significant value to the project. The Contractor's work rarely, if ever, required revisions to content or form.
<b>VERY GOOD</b>	The Contractor provided very good support and sometimes provided increased efficiencies beyond minimum requirements. The Contractor performed well and delivered quality work in an efficient manner. The Contractor sometimes exceeded requirements and added some additional value to the project. The Contractor's work sometimes required revisions to content or form.
<b>ADEQUATE</b>	The Contractor provided adequate support and rarely increased efficiencies beyond minimum requirements. The Contractor met requirements and added no additional value to the project. The Contractor's work may have required several revisions to content and form.
<b>UNACCEPTABLE</b>	The Contractor provided unacceptable support and was unable to deliver acceptable levels of quality in their work. The Contractor routinely failed to meet the expectations and requirements of the contract. The Contractor's work was not acceptable even after multiple intensive revisions to form or content.
<b>NOT APPLICABLE (N/A)</b>	This does not apply to this project.

## *Attachment C*

### **Standard Bidding Document Changes**

The following changes shall be made to the English versions of the SBDs posted on the MCC website. MCA Entities using the French and Spanish versions of the SBDs should make equivalent changes to those SBDs.

#### **Trafficking in Persons**

##### **Consulting Services SBD**

The existing text of Clause 3.14 of the General Conditions of Contract (Section 5) in the Consulting Services SBD is deleted in its entirety and replaced with the following:

- |                                       |  |
|---------------------------------------|--|
| 3.14 Combating Trafficking in Persons | “MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:  |
| Defined Terms                         | For purposes of the application and interpretation of this GCC Sub-Clause 3.14, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [ <i>Combating Trafficking in Persons</i> ] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 3.14. |
| Prohibition                           | The Consultant, Personnel, any Sub-Consultant, or any of its personnel, or any agent or affiliate of any of the forgoing shall not:<br><br>(a) engage in trafficking in persons during the period of performance of the Contract;<br><br>(b) procure commercial sex acts during the period of performance of the Contract; or<br><br>(c) use forced labor in the performance of the Contract.  |
| Consultant Requirements               | The Consultant shall:<br><br>(a) fulfill its obligations under this GCC Sub-Clause 3.14 and any additional obligations related to TIP that may be set forth in the Services or any other documents that make up this Contract;<br><br>(b) notify Personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 3.14;   |

- (c) notify the MCA Entity within 24 hours or as soon as reasonably possible upon the Consultant:
  - (i) becoming aware of any information it receives from any source (including law enforcement) that alleges any Personnel, Sub-Consultant, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or
  - (ii) taking any action against any Personnel, Sub-Consultant or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- (d) ensure that any subcontract or subaward entered into by the Consultant, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 3.14.

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 3.14 may result in:

#### Remedies

- (a) the MCA Entity requiring the Consultant to remove the involved Personnel, Sub-Consultant or any of its involved personnel, or any involved agent or affiliate;
- (b) the MCA Entity requiring the termination of a subcontract or subaward;
- (c) suspension of Contract payments until the breach is remedied to the satisfaction of the MCA Entity and MCC;
- (d) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the MCA Entity or MCC determine the breach remains unremedied;
- (e) the MCA Entity or MCC pursuing sanction of the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (f) termination of the Contract by the MCA Entity, in which case the provisions of GCC Sub-Clause 2.7.1(d) shall apply.

## Goods and Related Services SBD

The existing text of Clause 34 of the General Conditions of Contract (Section 5) in the Goods and Related Services SBD is deleted in its entirety and replaced with the following:

34 Combating  
Trafficking in  
Persons

34.1 “MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:

(a) Defined Terms.

For purposes of the application and interpretation of this GCC Sub-Clause 34.1, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [*Combating Trafficking in Persons*] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 34.1.

(b) Prohibition.

The Supplier, any Subcontractor, or any of their respective personnel, or any agent or affiliate of any of the forgoing shall not:

- (i) engage in trafficking in persons during the period of performance of the Contract;
- (ii) procure commercial sex acts during the period of performance of the Contract; or
- (iii) use forced labor in the performance of the Contract.

(c) Supplier Requirements.

The Supplier shall:

- (i) fulfill its obligations under this GCC Sub-Clause 34.1 and any additional obligations related to TIP that may be set forth in the Schedule of Requirements or any other documents that make up this Contract;
- (ii) notify Supplier’s personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 34.1;
- (iii) notify the Purchaser within 24 hours or as soon as reasonably possible upon the Supplier:

- a. becoming aware of any information it receives from any source (including law enforcement) that alleges any Supplier's personnel, Subcontractor, or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC's TIP policy; or
  - b. taking any action against any Supplier's personnel, Subcontractor, or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- (iv) ensure that any subcontract or subaward entered into by the Supplier, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 34.1.
- (d) Remedies.

In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 34.1 may result in:

- (i) the Purchaser requiring the Supplier to remove the involved Supplier's personnel, Subcontractor, any of its involved personnel, or any involved agent or affiliate;
- (ii) the Purchaser requiring the termination of a subcontract or subaward;
- (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Purchaser and MCC;
- (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Purchaser or MCC determine the breach remains unremedied;
- (v) the Purchaser or MCC pursuing sanction of the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (vi) Termination of the Contract by the Purchaser, in which case the provisions of GCC Clause 32.4 shall apply.”

## Large Works SBD

The existing text of Sub-Clause 6.15 of the Conditions of Particular Conditions (Section VI) in the Large Works SBD is deleted in its entirety and replaced with the following:

### **Sub-Clause 6.15**

Combating

Trafficking in Persons

Add the following Sub-Clause 6.15:

“MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:

- (a) **Defined Terms.** For purposes of the application and interpretation of this Sub-Clause 6.15, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [*Combating Trafficking in Persons*] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this Sub-Clause 6.15.
- (b) **Prohibition.** The Contractor, the Contractor’s Personnel, any Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of the forgoing shall not:
  - (i) engage in trafficking in persons during the period of performance of the Contract;
  - (ii) procure commercial sex acts during the period of performance of the Contract; or
  - (iii) use forced labor in the performance of the Contract.
- (c) **Contractor Requirements.** The Contractor shall:
  - (i) fulfill its obligations under this Sub-Clause 6.15 and any additional obligations related to TIP that may be set forth in the Specification or any other documents that make up this Contract;
  - (ii) notify Contractor’s Personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this Sub-Clause 6.15;
  - (iii) notify the Engineer and the Employer within 24 hours or as soon as reasonably possible upon the Contractor:
    - a. becoming aware of any information it receives from any source (including law enforcement) that alleges any Contractor’s Personnel, Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of them, has engaged

- in conduct that violates MCC's TIP policy; or
- b. taking any action against any Contractor's Personnel, Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- (iv) ensure that any subcontract or subaward entered into by the Contractor, as permitted by this Contract, includes the substance of the provisions of this Sub-Clause 6.15.
- (d) **Remedies.** In addition to any other remedies that may be available under the terms of this Contract or applicable Laws, any breach of this Sub-Clause 6.15 may result in:
  - (i) the Employer requiring the Contractor to remove the involved Contractor's Personnel, Subcontractor or supplier, any of their involved personnel, or any involved agent or affiliate;
  - (ii) the Employer requiring the termination of a subcontract or subaward;
  - (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Employer and MCC;
  - (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Employer or MCC determine the breach remains unremedied;
  - (v) the Employer or MCC pursuing sanction of the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
  - (vi) termination by the Employer or MCC of the Contractor's employment under the Contract and expelling him from the Site, in which case the provisions of Clause 15 [*Termination by Employer*] shall apply as if such expulsion had been made under Sub-Clause 15.2(f)."

## Small Works SBD

The existing text of Clause 30 of the General Conditions of Contract (Section V) in the Small Works SBD is deleted in its entirety and replaced with the following:

- 30 Combating Trafficking in Persons
- 30.1 “MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:
- (a) **Defined Terms.** For purposes of the application and interpretation of this GCC Sub-Clause 30.1, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [*Combating Trafficking in Persons*] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this GCC Sub-Clause 30.1.
  - (b) **Prohibition.** The Contractor, any Subcontractor, or any of their respective personnel, or any agent or affiliate of any of the forgoing shall not:
    - (i) engage in trafficking in persons during the period of performance of the Contract;
    - (ii) procure commercial sex acts during the period of performance of the Contract; or
    - (iii) use forced labor in the performance of the Contract.
  - (c) **Contractor Requirements.** The Contractor shall:
    - (i) fulfill its obligations under this GCC Sub-Clause 30.1 and any additional obligations related to TIP that may be set forth in the Specifications or any other documents that make up this Contract;
    - (ii) notify Contractor’s personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this GCC Sub-Clause 30.1;
    - (iii) notify the Project Manager and the Employer within 24 hours or as soon as reasonably possible upon the Contractor:
      - a. becoming aware of any information it receives from any source (including law enforcement) that alleges any Contractor’s personnel, Subcontractor or any of its personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC’s TIP policy; or
      - b. taking any action against any Contractor’s



personnel, Subcontractor, or any of its personnel, or any agent or affiliate of any of them, pursuant to these requirements; and

- (iv) ensure that any subcontract or subaward entered into by the Contractor, as permitted by this Contract, includes the substance of the provisions of this GCC Sub-Clause 30.1.

(d) **Remedies.** In addition to any other remedies that may be available under the terms of this Contract or Applicable Law, any breach of this GCC Sub-Clause 30.1 may result in:

- (i) the Employer requiring the Contractor to remove the involved Contractor's personnel, Subcontractor, any of its involved personnel, or any involved agent or affiliate;
- (ii) the Employer requiring the termination of a subcontract or subaward;
- (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Employer and MCC;
- (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Employer or MCC determine the breach remains unremedied;
- (v) the Employer or MCC pursuing sanction of the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
- (vi) termination of the Contract by the Employer in which case the event shall be deemed a fundamental breach by the Contractor and the provisions of Clause 63 shall apply."

## Design-Build SDB

The existing text of Sub-Clause 6.15 of the Conditions of Particular Conditions (Section VI) in the Design-Build SDB is deleted in its entirety and replaced with the following:

### **Sub-Clause 6.15**

Combating

Trafficking in Persons

Add the following Sub-Clause 6.15:

“MCC, along with other United States Government entities, has adopted a zero tolerance policy with regard to trafficking in persons (“TIP”). In pursuance of this policy:

- (a) **Defined Terms.** For purposes of the application and interpretation of this Sub-Clause 6.15, the terms, “coercion,” “commercial sex act,” “debt bondage,” “employee,” “forced labor,” “fraud,” “involuntary servitude,” “trafficking in persons,” and “sex trafficking” have the meanings given such terms in Part 15 [*Combating Trafficking in Persons*] of MCC’s Program Procurement Guidelines and such definitions are incorporated by reference into this Sub-Clause 6.15.
- (b) **Prohibition.** The Contractor, the Contractor’s Personnel, any Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of the forgoing shall not:
  - (i) engage in trafficking in persons during the period of performance of the Contract;
  - (ii) procure commercial sex acts during the period of performance of the Contract; or
  - (iii) use forced labor in the performance of the Contract.
- (c) **Contractor Requirements.** The Contractor shall:
  - (i) fulfill its obligations under this Sub-Clause 6.15 and any additional obligations related to TIP that may be set forth in the Specification or any other documents that make up this Contract;
  - (ii) notify Contractor’s Personnel with respect to MCC’s policy regarding TIP and the prohibited activities described in this Sub-Clause 6.15;
  - (iii) notify the Engineer and the Employer within 24 hours or as soon as reasonably possible upon the Contractor:
    - a. becoming aware of any information it receives from any source (including law enforcement) that alleges any Contractor’s Personnel, Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of them, has engaged in conduct that violates MCC’s TIP policy; or

- b. taking any action against any Contractor's Personnel, Subcontractor or supplier, or any of their respective personnel, or any agent or affiliate of any of them, pursuant to these requirements; and
- (iv) ensure that any subcontract or subaward entered into by the Contractor, as permitted by this Contract, includes the substance of the provisions of this Sub-Clause 6.15.
- (d) **Remedies.** In addition to any other remedies that may be available under the terms of this Contract or applicable Laws, any breach of this Sub-Clause 6.15 may result in:
  - (i) the Employer requiring the Contractor to remove the involved Contractor's Personnel, Subcontractor or supplier, any of their involved personnel, or any involved agent or affiliate;
  - (ii) the Employer requiring the termination of a subcontract or subaward;
  - (iii) suspension of Contract payments until the breach is remedied to the satisfaction of the Employer and MCC;
  - (iv) loss of incentive payment, consistent with the incentive plan set out in the Contract, if any, for the performance period in which the Employer or MCC determine the breach remains unremedied;
  - (v) the Employer or MCC pursuing sanction of the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract; and
  - (vi) termination by the Employer or MCC of the Contractor's employment under the Contract and expelling him from the Site, in which case the provisions of Clause 15 [*Termination by Employer*] shall apply as if such expulsion had been made under Sub-Clause 15.2(f)."