






Company ScoreCard Performance Parameters (In-Service Support)

Defence is using past performance as part of its source evaluation criteria to choose the best value for money contractor. Using this criterion can potentially create savings by giving contractors incentive to improve their performance to help secure future contracts.

The reporting cycle for measuring and reporting performance covers two six-month periods, October to March and April to September.

Performance Ratings

Performance is an outcome and measures a benefit or deliverable against the contract or purchase order requirement. The ratings and criteria for each category are described by one of the following performance objectives and recognise the contractor's resourcefulness in overcoming challenges that arise in the context of contract or purchase order performance:

RATING	COLOUR	GRADING CRITERIA – Outcome required
Very Good		Represented by a <i>purple star</i> indicating that contractor performance meets all contract requirements and exceeds some or all requirements providing benefit to Defence.
As Contracted		Represented by a <i>green light</i> indicating that the contractor is meeting all contractual requirements.
Marginal		Represented by an <i>amber light</i> indicating that the contractor is not meeting some contract requirements.
Unsatisfactory (showing improvement)		Represented by a <i>red light (with white arrow up)</i> indicating that the contractor is failing to meet contractual requirements, but there is improvement and the possibility of recovery.
Unsatisfactory		Represented by a <i>red light</i> indicating that the contractor is failing to meet contractual requirements with a low likelihood of recovery.
Not Applicable	Blank	The category is not applicable to the contract or project.

The criteria above indicate how well a contractor or significant sub-contractor has performed during the reporting period. **Note: Care needs to be taken when assessing the performance of a sub-contractor. SPO/Reporting staff need to distinguish between the behaviour of the prime contractor, as compared to that of the sub-contractor. Good visibility of the relationship is required to make an objective assessment.**

Applying the Performance Rating

A *Very Good* rating would mean that there were no quality or cost problems, or delays on work, and the response to inquiries, technical, service and administrative issues were timely and effective.


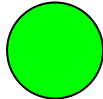


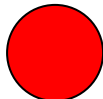
By contrast, an *Unsatisfactory* rating would mean that non-conformances, cost control problems and delays in providing contract deliverables, compromised the achievement of contract requirements, and that responses to inquiries, technical, service and administrative issues were ineffective and non-responsive.


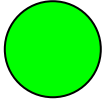


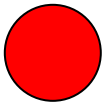
Where a contractor is behind schedule (ie. Marginal or Unsatisfactory) and there is no possibility of reclaiming the lost schedule but the company is performing above expectation to address that shortfall, the footnote in the Company ScoreCard (against 'Schedule') should reflect the positive response of the company. The indicator will remain at Marginal or move from Unsatisfactory to Unsatisfactory -Showing Improvement.


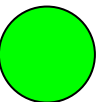
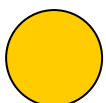

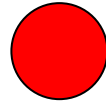
Where a category is not applicable to a contract/project, that category must be recorded on the Company ScoreCard as *Not Applicable (N/A)*.






NOTE: A ScoreCard with only 'As Contracted' ratings and no narrative fails to provide any value add. The contractor has no indication of success rate other than they 'just got by' and a Tender Evaluation Board has no guidance on the contractors behaviour or compliance levels other than to say they provided the service or product within the general terms and conditions of the contract.





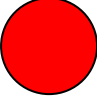
An 'All Green' ScoreCard must have a narrative to support the contractor's achievement in meeting all of the contracted requirements and a comment on the Defence/Contractor Relationship.

Category/Criteria	Assessment Guidance	Rating	Rating Parameters
<p>Technical Performance:</p> <p>Assess 'the extent to which the delivered product met the requirements' (focus on the technical quality of the product)</p>	<p><i>Technical Performance</i> is about how well the contractor understands and meets the overall product or system performance required of the specifications, statement of work or other documents provided to the contractor.</p> <p>If the contract has been rebaselined or CCPs have significantly impacted upon performance, performance is to be assessed according to the original contract and the agreed changes. Rebaselining may have been initiated by the contractor or the Commonwealth.</p>		<ul style="list-style-type: none"> All specification requirements planned are verified with many/some requirements exceeded to the benefit of the customer, including: all deliverables required for materiel, maintenance, services or engineering reviews/approvals were on time (or ahead of schedule) and technically acceptable the contractual performance was accomplished and exceeded The contract has not required CCPs or other documentation to relax specifications If the Commonwealth rebaselined the contract, the contractor exceeded the rebaseline. <p><i>The narrative must address 3 significant events where the contractor exceeded requirements and what tangible benefits were derived.</i></p>
	<p>Performance assessment comprises an overall rating. To assess performance, the Project Manager, ILS Manger or designated Contract Manager should:</p> <ol style="list-style-type: none"> Provide an overall response which depicts the contractor's technical performance or progress towards meeting that requirement; <ul style="list-style-type: none"> Arrive at that response after taking into account the criticality, level of risk, or difficulty of the work to the success of the project; The sub-element assessments that are most critical, have the greater risk, should more strongly influence the overall assessment, and be able to provide evidence used to form the assessment. 		<ul style="list-style-type: none"> All specification requirements planned were verified with only minor changes/exceptions requiring corrective action, including: all deliverables required for materiel, maintenance, services or engineering reviews/approvals were on time and technically acceptable the contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective Contract has required minimal (1-2) CCPs to relax specifications If the contract effort has been rebaselined, the performance has met the rebaselined requirement
	<ol style="list-style-type: none"> Determine the rating for achieved performance relative to performance parameters required by the contract or purchase order: <ul style="list-style-type: none"> how well is the sub-system or deliverable product meeting the overall system performance as specified in the specification, statement of work or other contract documents, the major technical items of concern over the rating period. <p>Note: For a <u>fixed price</u> contract, the schedule and cost is linked to performance. If schedule slips and costs exceed the contracted costs, there will be a corresponding effect on performance.</p> <p>The Project manager or RI manager is asked to seek the Sponsor's advice on what capability priority are essential for the reporting period.</p>		<ul style="list-style-type: none"> One major (affects operational capability) or several minor (affects operational capability but work around exists) performance requirements were not verified identify a significant event that the contractor had trouble overcoming and state how and the extent of the impact upon the capability refer to the notification that identified to the contractor of contractual deficiency (Management report, quality, safety, or letter) CCPs have been used to relax specifications The contract has been rebaselined due to not meeting the original contracted effort. The rebaseline has not been met in some areas of performance <p><i>The narrative must address the events where the contractor has not met requirements and the impact upon the risk of the project or activity</i></p>
	<p>SRP Contracts: Users s must include a comment if Technical Performance has been modified to achieve/accommodate the negotiated SRP savings.</p>	 	<ul style="list-style-type: none"> The contractor fails to meet more than one major (affects operational capability) or numerous minor (affects operational capability but work around exists) performance requirements were not verified identify the multiple significant events (or singular event) that the contractor had trouble overcoming and state how they impacted the capability; refer to the notification(s) that identified to the contractor of contractual deficiency (Management report, quality, safety, or letter) Numerous CCPs have been used to relax specifications The contract has been rebaselined due to not meeting the original contracted effort. The original performance and the rebaselined performance have not been met in all areas of performance <p><i>The narrative must address significant events where the contractor failed to meet requirements and the impact upon the risk of the project or activity</i></p>

Category/Criteria	Assessment Guidance	Rating	Rating Parameters		
<p>Cost:</p> <p>Assess the contractor's effectiveness in forecasting, managing, and controlling contract costs.</p> <p>The rating for cost will also reflect the company's achievement of negotiated SRP savings.</p>	<p><i>Cost</i> is about how well the contractor managed costs during the 6 month evaluation period.</p> <p>Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost in functional or lower level management areas as well as the overall cost performance. Was the contractor able to accurately quote for Survey and Repair work.</p> <p>In this section evaluate the contractor's efforts to improve cost effectiveness while also being sensitive to the contractor's progress to date. To assess performance in this category the Project Manager, ILS Manger or designated Contract Manager should identify where the cost data is derived.</p> <p><i>Identify the date of the cost data used if not concurrent with the end of the rating period. These criteria only apply if the contract has reasonable cost reporting data in progress and the contract effort is more than 10% complete.</i></p> <ul style="list-style-type: none"> If the contract is less than 10% complete, mark N/A 		<p>The activity costs are 2-3% less than the contracted cost for the project or activity to date, inclusive of negotiated SRP targeted saving.</p> <p>If the actual cost is below the budgeted cost, the positive variance must be to the benefit of the Commonwealth and further information of the benefits is to be provided.</p> <ul style="list-style-type: none"> BAC > EAC, ie VAC is -2% to -3% of BAC. <p>The VAC must be to the benefit of Defence and not have had adverse impacts on Schedule or Performance. Information is to be provided of the benefits to Defence.</p> <p><i>The narrative must address the significant events where the contractor exceeded requirements and what tangible benefits were derived.</i></p>		
	<p>For projects using CSSR and CS² compare budgeted costs (BAC) to Contract Office Estimate at Completion (EAC) to determine the variation between them (VAC). When the EAC is equal to the BAC, the variation (VAC) is 0% of the BAC. The higher the variation value, the less effective the contractor is controlling costs. A positive variance (ie the costs incurred are under budget) may not necessarily be beneficial to Defence.</p> <ul style="list-style-type: none"> The appropriate indicator would be: <p>VAC= BAC – EAC</p> <p>VAC: Variance at Completion</p> <p>BAC: Budget at Completion</p> <p>EAC: Estimate at Completion</p>			<p>The activity costs and the forecast falls within +/- 2% of the budget costs, inclusive of negotiated SRP targeted savings.</p> <p>If the costs are up to 2% over the budget, a cost recovery plan has been developed by the contractor and agreed by the Commonwealth.</p> <ul style="list-style-type: none"> BAC > EAC, ie VAC is less than -2% of BAC, or BAC < EAC, ie VAC is greater than 2% of BAC, or BAC = EAC <p>That is, the actual costs incurred during this time frame represent the work that was performed and the EAC falls within +/- 2% of the BAC. Alternatively, the actual costs equal the budgeted costs. If the VAC is between 0 & -2%, the VAC must be to the benefit of Defence.</p>	
	<p>Where Contracted Cost is \$10 million.</p> <ul style="list-style-type: none"> Purple Star: Actual cost \$9.70-9.80m Green Circle: Actual Cost up to \$10.2m Amber Circle: Actual Cost between \$10.2m and 10.5m Red Circle: Actual Cost is greater than \$10.5m <p>SRP NOTE:</p> <p>When contracts are listed as having identified SRP targets, additional questions will be asked at Sign-Off. If the SRP saving was achieved at the expense of Schedule or Technical Performance, the rating for Cost will automatically be reduced on the database by one rating level.</p> <p>Users are to ensure they do not 'over rate' a contractors performance to compensate for this automatic reduction.</p>				<p>The activity costs and the forecast falls 2-5% over budgeted cost (including negotiated SRP saving targets) for the project to date. A cost recovery plan has yet to be formalised.</p> <p>Contractor has difficulty maintaining costs within quoted estimates for Survey and Repair items.</p> <p>BAC < EAC, ie VAC is between -2% and -5% of BAC</p> <p>This indicates that the project cumulative costs (EAC) have run 2-5% over budget (BAC), or that the project will come in 2-5% underbudget, which is likely to have had a corresponding effect on performance and schedule, or was tendered incorrectly.</p> <p><i>The narrative must address the events that led to the overspend OR underspend and quantify the effect on the overall cost of the contract.</i></p>
					 

Category/Criteria	Assessment Guidance	Rating	Rating Parameters
<p>Schedule:</p> <ol style="list-style-type: none"> 1. Contract Schedule 2. Re-Baselined Schedule 3. Round Schedule <p>Assess the timeliness of the contractor against completion of the task, task orders, milestones, delivery schedules, and administrative requirements for the period of the entire contract.</p> <p>Assess the contractor's ability to vary schedule to meet Project Office requirements</p> <p>Re-baselined contracts must also be scored for Contract Schedule against the original contract schedule and slippage must be quantified in the narrative.</p>	<p>Contract Schedule is about measuring how well the contractor adheres to the original contracted schedule for the period from contract signature to date. It is also about measuring the effectiveness of the contractor's efforts to improve any schedule anomaly, discrepancy or variation.</p> <p>Re-Baselined Schedule is about measuring how well the contractor adheres to the over-all contracted re-baselined schedule for the period from contract re-baseline to date. This may include any effort the contractor is making to recover a slippage or simply "get ahead" of the contracted schedule.</p> <p>Round Schedule is about measuring how well the contractor adheres to the current contracted schedule (original or rebaselined schedule) for the 6-month reporting period. This may include any effort the contractor is making to recover a slippage or simply "get ahead" of the contracted schedule.</p> <p>Assess:</p> <ul style="list-style-type: none"> • the timeliness of the contractor against the completion of the contracted schedule requirements, • flexibility to vary or advance the schedule to meet the Project Office requirements; • milestones or delivery schedules; • administrative requirements. <p><i>In this section, identify a reasonable number of major milestones, deliverable items or significant data items applicable to the evaluation period that were used for this assessment. These evaluation items should be developed in advance and in concert with the contractor's project manager.</i></p> <p>Projects using CSSR and CS², Schedule Performance Index (SPI) will be used to monitor the schedule efficiency.</p> $\text{SPI} = \frac{\text{Budgeted Cost of work performed (cumulative)}}{\text{Budgeted Cost of work scheduled (cumulative)}} = \frac{\text{BCWP}}{\text{BCWS}}$ <p>Comparing the cumulative cost of work <u>performed</u> to cost of work <u>scheduled</u> shows the schedule efficiency. The SPI is a measure which tends to a value of 1.0. A value of 1.0 indicates that the tasks are completed on schedule.</p> <p>The Project Manager should seek the Sponsor's advice on what is essential for the reporting period.</p> <p>Note 1: The Project Manager should identify whether the schedule has been rebaselined and whether any approved CCPs will impact upon schedule.</p> <p>Note 2: For a Fixed Price contract, the cost may be linked to schedule. If the cost runs over or under budget, there may be a corresponding effect on schedule, and this may impact Defence expenditure planning and programming.</p> <p>SRP Contracts: Users must include a comment if Technical Performance has been modified to achieve/accommodate the negotiated SRP savings.</p>	<div style="text-align: center;">  <p>SPI > 1.0</p> </div> <div style="text-align: center;">  <p>SPI = 0.98-1.0</p> </div> <div style="text-align: center;">  <p>SPI = 0.95-0.98</p> </div> <div style="text-align: center;">  <p>SPI < 0.95</p> </div> <div style="text-align: center;">  </div>	<p>Is currently exceeding the original contract schedule requirements, or has aggressively implemented highly effective corrective action on minor schedule problems and prevented schedule issues (anomalies, discrepancies, or problems) - no Commonwealth intervention required to solve contractors minor problems.</p> <p>Is currently exceeding the Re-baselined schedule requirements.</p> <p>For projects using CSSR and CS², SPI is greater than or equal to one (1.0), ie the contractor is performing to or exceeding the cumulative schedule requirements for the reporting period. If the SPI is greater than 1.0, the variation must be to the benefit of the Commonwealth.</p> <p><i>The narrative must address events where the contractor exceeded requirements and what tangible benefits were derived.</i></p> <p>Note: Exceeding the scheduled milestones is not always beneficial to Defence and may cause programming issues if the contractor requires payment ahead of schedule or if there is an impact on other aspects of the project's procurements.</p> <p>Has met contract schedule requirements and/or approved Commonwealth initiated CCPs.</p> <p>The Contractor has generally implemented corrective action on minor schedule problems that minimised adverse schedule issues (anomalies, discrepancies, or problems); little or no Commonwealth intervention was required.</p> <p>In assessing 'Contract Schedule', an 'As Contracted' rating shall only be awarded against a rebaselined schedule where the Commonwealth has caused the slippage, or initiated the CCP, through a change in scope or requirements.</p> <p>Assess 'Re-Baselined Schedule' against new schedule.</p> <p>In assessing 'Round Schedule', the contractor was able to meet original or rebaselined schedule requirements during the reporting period.</p> <p>For projects using CSSR and CS², The SPI is between 0.98 and 1.0, indicating that almost all (98-100%) of the work scheduled for the reporting period has been performed.</p> <p><i>The narrative must address the contractor's effectiveness in each major requirement.</i></p> <p>Contractor has difficulty sustaining contract schedule requirements and requires flexibility to meet schedule requirements</p> <p>Some areas of the rebaselined schedule have not been met or corrective action required Commonwealth intervention. Recovery efforts were only marginally effective or have not been fully implemented.</p> <p>For projects using CSSR and CS², The SPI is between 0.95 and 0.98, indicating that not all (95-98% complete) of the work scheduled for the reporting period has been performed.</p> <p>In assessing 'Round Schedule', the contractor had difficulty in meeting original or rebaselined schedule requirements during the reporting period.</p> <p><i>The narrative must address the events where the contractor has not met requirement and quantify the delay or disruption to the schedule.</i></p> <p>Contractor has significant difficulty meeting the original contracted performance schedule requirements. CCPs have been used to vary the Contract schedule to assist meeting milestones and schedule recovery may be unlikely OR the contract has been rebaselined due to the contractor not meeting the original contracted schedule.</p> <p>The rebaselined performance has not met the new schedule requirements.</p> <p>Where the contracted schedule has been rebaselined, due to the <u>contractor</u> not meeting original contract schedules, 'Contract Schedule' should continue to receive an 'Unsatisfactory' rating unless the original schedule is recovered. Corrective action did not improve schedule issues (anomalies, discrepancies, or problems) and required frequent Commonwealth intervention.</p> <p>In assessing 'Round Schedule', the contractor failed to meet original or rebaselined schedule requirements during the reporting period.</p> <p>For projects using CSSR and CS², The SPI is less than 0.95, indicating that a significant amount of work scheduled during the reporting period has not been completed. (less than 95% complete)</p> <p><i>The narrative must address the significant events where the contractor failed to meet requirements and quantify the delay or disruption to the schedule.</i></p>

Category/Criteria	Assessment Guidance	Rating	Rating Parameters
<p>Contracting: Assess the contractor's adherence to the Terms and Conditions of the Contract. This includes the areas of:</p> <ul style="list-style-type: none"> Managing the Contract Managing any AII/AIC conditions Maintaining the negotiated Quality System Managing the terms and conditions for IP Adherence to the reporting requirements of Earned Value Measure 	<p><u>Contracting</u> is about how well the contractor is able to conform to each of the terms and conditions of the contract and their ability to plan, manage and execute the contract.</p> <p>Users must consider all of the criteria below and assess the contractor in each area.</p> <p>If the contractor's performance is considered to be Marginal in multiple areas, the total impact on the delivery of the capability is to be assessed with a view to reducing the score.</p> <p>General Guidance: If, when assessing the contractor's performance against each sub-category there is a range of ratings, the general rule is that the highest rating should be within one rating level of 60% of the active sub-category ratings.</p> <p>Example: Contracting = A/C, AII/AIC=N/A, Quality System= Unsat Showing Improvement, IP=A/C, EVM=N/A Result: The 2 A/C ratings would be reduced by one level to Marginal and the outcome would be a rating of Marginal for this criterion.</p>		<p>Contracting - Exceptional management and effective adherence to <i>all</i> standard Commonwealth tender and contract commercial provisions (including pre-agreed standard conditions)</p> <p>AII/AIC - Exceeds the contracted requirements</p> <p>IP - Exceeds levels of co-operation required for Defence IP management policies</p> <p>Quality Systems - Exceptional and proactive approach. Corrective actions, where required, highly effective.</p> <p>EVM - No DRs (Major or Minor) raised during the 6-month evaluation period.</p> <p><i>The Narrative substantiating this rating must identify where the contractor has excelled.</i></p>
	<p>Managing the Contract Assess the willingness to accommodate the more significant commercial considerations set out by or the Commonwealth, like Liability, Insurances, Warranty or Damages.</p> <p>Assess the performance of the contractor in the tender, negotiation and contracting stages. Ie:</p> <ul style="list-style-type: none"> the cooperativeness in negotiating a contract; the interpretation and agreement of clauses; willingness to accommodate Commonwealth initiated CCP's; performance in monitoring and checking progress of sub-contractors; and management of the terms and conditions set out in the contract. <p>Managing AII/AIC Commitments Assess the achievement of AII activities (Local Content and Strategic Industry Development Activities (SIDA)) as outlined in contracted Activity Description Sheets, ie:</p> <ul style="list-style-type: none"> task content (quality, volume of work); value; milestones met. 		
	<p>Managing the Quality System Assess the contractor's ability to adhere to, manage and enhance the contracted Quality Systems to provide a mechanism which validates key deliverable requirements, ie:</p> <ul style="list-style-type: none"> the ability of the contractor to adhere to and manage the contracted Quality Plan; and the objective evidence of attainment of quality objectives and contracted KPIs the objective evidence of effectiveness and timeliness of preventative and corrective action; the objective evidence of effectiveness and timeliness of internal audits and reviews IAW the contract, and the compliance to processes and procedures detailed in the Quality Plan (eg. Number of defects per 100 items) 		
	<p>Managing IP Assess how well the contractor is able to satisfy Defence's IP and technical information (TI) requirements that develops and sustains ADF capabilities, while reflecting the critical role of Australian industry in building and supporting national Defence capability. Focus the assessment on:</p> <ul style="list-style-type: none"> the contractors willingness to meet Defence's IP and TI needs; the acceptance and delivery of contracted IP; quality of advice to the Commonwealth on its IP requirements; degree that IP arrangements support Australian industry; and <p>levels of co-operation with Defence IP management policy, which requires IP management to be clear, consistent and traceable.</p> <p>Earned Value Measure Assess the contractor's performance in continuing to meet the EVM standards, following the accreditation of their Earned Value Management System (EVMS). That is, the rating parameters are based on the results of EVM surveillance reviews performed on Contractors' systems over the life of the project.</p>		 

Category/Criteria	Assessment Guidance	Rating	Rating Parameters
<p>Relationships:</p> <p>Between the <i>prime</i> and <i>sub-contractors</i> (where applicable - assess against cooperative behaviour and business relations (where there is visibility of the relationship).</p> <p>Between the <i>Project Office</i> and the <i>contractor</i> (<i>prime or sub-contractor</i>) – assess against management responsiveness, reasonable and cooperative behaviour, business relations and customer satisfaction.</p> <p>Assess the contractor’s ability to recognise problems and implement solutions.</p> <p>If a Partnering Agreement is in place, assess the contractor’s adherence to the terms and conditions of the Agreement.</p>	<p><u>Relationships</u> are about how well the contractor is able to effectively communicate to manage the project, solve problems in a co-operative and timely manner, and adhere to the terms and conditions of any Partnering Agreement in place. This also considers the implementation of corrective action and level of management involvement.</p> <p>Assess:</p> <ul style="list-style-type: none"> • level of Communication; • willingness to negotiate within the power of authority; • ability to identify and solve problems and implement corrective action; • level of Progress Reporting- timeliness and accuracy, suitability; • willingness to provide feedback; • monitor the satisfaction between the prime contractor and the sub-contractor and the Project and the contractor; • commitment to continuous improvement in relationships; and • the degree of contractor management involvement. 		<p>Demonstrates some of the following:</p> <ul style="list-style-type: none"> • Open and effective communication between the contractor and the sub-contractor and Project Office, leading to high levels of satisfaction with the overall relationship • Highly co-operative approach to problem solving and negotiation. Notification of corrective action for problems • High involvement, innovation, leadership and flexibility in resolving program issues • Regular Progress Reports and feedback • Exceeds expectations levels of management involvement. Defence intervention is not required. • Exceeds the requirements of the terms and conditions of a Partnering Agreement.
			<p>Demonstrates some of the following:</p> <ul style="list-style-type: none"> • Open and effective communication between the contractor and the sub-contractor and Project Office leading to moderate satisfaction with the overall relationship • The contractor is able to effectively flow-down requirements to sub-contractors • Co-operative approach to problem solving and negotiation • The contractor is able to consider known alternatives and provide appropriate action to accomplish corrective action within the time frame established. • Sufficient number of progress reports. • Meets expectations of levels of management involvement. Defence intervention is not required. • Meets the terms and conditions of a Partnering Agreement.
			<p>Demonstrates some of the following:</p> <ul style="list-style-type: none"> • Communication is strained at times, leading to a passive or strained relationship • Sometimes unco-operative approach to problem solving and negotiation • Irregular progress reports, and feedback sought from either side to fulfil requirement • The contractor demonstrated insufficient awareness of program issues to prevent occasional adverse impact upon performance. Although the contractor usually accepted inputs, alternative actions were sometimes considered reluctantly. Progress payments may have been withheld to motivate resolution. • Does not always meet expected levels of management involvement. Defence intervention may be required. • Has not consistently met the terms and conditions of a Partnering Agreement.
		 	<p>Demonstrates some of the following:</p> <ul style="list-style-type: none"> • Aggressive and hostile relationship, leading to dissatisfaction with the Project Office, contractor and sub contractor relationship. • Reluctant communication • Progress reports and feedback are not provided • Does not meet expected levels of management involvement. Defence intervention is required. • The contractor had minimal involvement in program issues, was inflexible and resisted timely suggestions and recommendations, even at risk of program performance. Liquidated damages may have been initiated and remedies sought. “Crisis management” was normal operation. • Has failed to meet the terms and conditions of a Partnering Agreement.