



# Partnering

## A Better Way of Doing Business

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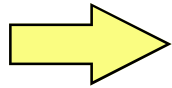
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# Partnering



- Introduction and Evolution
- Conflict
- Partnering on Your Program
- Conclusion



# Introduction and Evolution

- **Army Partnering Definition**
- **The Partnering Concept**
- **Partnering In Construction Industry**
- **Evolution of Integrated Product Teams**
- **DoD and Integrated Product Teams**
- **Electronic Systems Center and Partnering**
- **Benefits of Partnering**



# Army Partnering Definition

**“A project-specific interorganizational dispute-avoidance process”**

- **Project specific**

- CICA does not permit long term commitments to individual companies that exceed the duration of the contract

- **Interorganizational**

- A number of different organizations are joined together to form a single project team

- **Dispute avoidance**

- Partnering works to eliminate the root causes of conflict

- **Process**

- A process provides guidance tools rather than just good intentions



# The Partnering Concept

**Partnering is the creation of a government-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle to share the risks involved in completing a project, and to establish and promote a collaborative work environment. Partnering is not a contractual agreement nor does it create any legally enforceable rights or duties. Rather, partnering seeks to create a new cooperative attitude in completing government contracts. To create this attitude, each of the stakeholders (user/customer/developer/supporter/tester/contractor) must seek to understand the goals, objectives, and the needs of the others and seek ways that these can overlap in the establishment of overarching goals to develop, test, field and support a successful project.**



# Partnering in Construction Industry

**1994 construction industry survey of 8,000 construction industry attorneys, design professionals, and contractors on partnering**

- Design professionals indicated it was a “superior method” for achieving desired results
- Contractors viewed it “as a highly effective vehicle for achieving a host of goals on construction projects”
- Design professionals and attorneys indicated a favorable to unfavorable experience ratio of five to one
- More than 70% of all three groups predicted an increase in the use of partnering



# Evolution of Integrated Product Teams (IPTs)

- Deming teaches statistical quality control to the Japanese
- The Japanese develop Total Quality Management (TQM)
  - Japanese implementation of TQM in manufacturing processes
  - Design for Manufacturability in parallel with conceptual stage of product development
  - Japanese manufacturers increase market share
- American industry supplements TQM with Concurrent Engineering (CE) and Integrated Product Teams (IPTs)
  - Moved focus from functional departments to the product being developed
  - Introduced teamwork as a part of the system development process



# DoD and Integrated Product Teams

- **The new DoD 5000 series (15 March 1996)**
  - Directs “that the department perform as many acquisition functions as possible, including oversight and review, using IPTs”
  - Endorses the use of “government-industry partnerships” as a best practice (with a caution about relationships prior to contract award)
  - States that “program IPTs focus on program execution, and may include representatives from both government, and after contract award, industry”



# Electronic Systems Center and Partnering

## ● ESC's draft reengineering team report

**“A successful program is dependent on establishing strategic partnerships early. Working with both the user and industry early can lead to a program where everyone understands what is wanted and there are few surprises. An atmosphere of disciplined trust, where everyone understands each other's role and *respects* it, is fundamental to reducing the risks of other (more radical) tenets of acquisition reform.”**



# Electronic Systems Center and Partnering (Concluded)

- **The optimum process would start with a dialog between the user and the developer like:**
  - **Let's work together to understand your requirements**
  - **Let's get industry involved up front to perform tradeoffs and contribute to our risk assessments**
  - **Let's agree up front what we will do for you**
  - **Let's form a strategic partnership for the duration of the effort among the user, ESC, and industry**



# Benefits of Partnering

- **Successful, profitable contracts**
  - **Construction industry experienced**
    - **Completions on schedule**
    - **Two thirds reduction in cost overruns**
    - **Two thirds reduction in paperwork**
    - **Increased Value Engineering**
    - **No time lost injuries**
  - **Kansas City Army Corps of Engineers experienced**
    - **Reduction in cost growth by 2.65%**
    - **Reduced contract modifications by 29%**
    - **Virtually eliminated schedule overruns (previously 26%)**

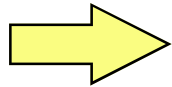


# Benefits of Partnering (Concluded)

- **Improved morale**
  - In a conflict-free environment people can concentrate on the job rather than potential claims
  - Army experienced improved morale of entire team over previous non-partnered contracts
- **International success**
  - USSOCOM experienced success with the concept on an international project with the United Kingdom
- **Reduced litigation**
  - Army Corps of Engineers indicates not a single dispute has gone to litigation on a partnered project in over six years



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# Conflict

- **Consider the Potential Stakeholders**
- **Conflict and How to Deal With It**
- **Sources of Conflict**
- **Consequences of Conflict**
- **Conflict Resolution Strategies**



# Consider the Potential Stakeholders

- Military
- Civil service
- Government SPO core
- Government SPO specialty
- FFRDC core and specialty
- TEMS support
- Government logistics
- Government interfacing SPOs
- Operational testers
- Certification testers
- Users (operations / support)
- Customers
- Prime contractor
- Subcontractor
- COTS suppliers
- Associate contractors



# Conflict and How to Deal With It

- **A disagreement between two or more parties**
  - **Substantive**
    - Allocation of resources
    - Policies or procedures
    - Requirements
  - **Emotional**
    - Values
    - Culture
    - Management style
    - Personal preferences
    - Distrust
  - **A minor irritant to a threat to the success of the program**



# Conflict and How to Deal With It (Concluded)

- **Typical manager spends 20% of time resolving conflicts**
- **IPTs change the role of the typical manager**
  - Empowerment of IPT members delegates some program management authority
  - IPTs increase the number of individuals required to deal with conflicts
  - IPT members are likely to lack experience or training in conflict management
- **Contemporary view - conflict is not good or bad but can be neutral**
  - A process in which incompatible goals, interpretations or emotions lead to opposition
  - Can be beneficial and productive, contributing to effective problem solving and serving as an agent for change



# Sources of Conflict

- **Ambiguous roles**

- IPT members do not understand organizational goals
- IPT members do not understand IPT goals
- IPT members do not understand IPT relationship with program goals

- **Inconsistent goals**

- User is preparing for operations
- Acquisition agency developing products
- Logisticians are preparing for sustainment
- Testers are concerned with operational suitability



# Sources of Conflict (Continued)

- **Communication barriers**
  - Exist in most organizations
  - Compounded by project vocabularies
    - Functional and acquisition specialties
    - Operational community
    - Sustainment community
    - Security community
    - Joint use or coalition projects
- **Delegation of and Limits to Authority**
  - Legitimate authority delegated to IPT members with stated limits
  - Caution in avoiding “constructive changes”



# Sources of Conflict (Continued)

- **Program priorities and schedule**
  - Sequence and timing of critical tasks
  - Use the IMP and IMS
- **Resource allocations**
  - No unlimited resources (funds, manpower, facilities, etc.)
  - CAIV is a particular concern
  - User involvement in cost-requirement tradeoffs essential
- **Resistance to change**
  - Changes in process, resources, organizations
  - Need to “sell” changes to involved personnel



# Sources of Conflict (Continued)

- **Lack of information**
  - **Timely IPT notification of changes in**
    - **Risk**
    - **Schedule**
    - **Funding**
    - **Priority**
    - **Requirements**
  - **Communication within the IPT**
  - **Communication between IPT members and sponsoring organizations**
  - **IPT communication to higher level IPTs**



# Sources of Conflict (Concluded)

- **Product and process conflicts**
  - Incomplete understanding of the user's requirements
  - Inability of the contractor to deliver the promised product due to cost growth
  - Changes in user requirements for the product
  - User concerns about development process efficiency
  - User disappointment in evolving or final product
- **Contractor induced conflicts**
  - Requirements interpretation
  - Lack of cost-realism
  - Delays in completing internal milestones
  - Overestimated software productivity



# Consequences of Conflict

- **Disputes between the user/customer and the developer**
  - Delays in development of the product
  - Rebaselining to reduce or change requirements
  - Correction of defects
  - “Marching army” is expensive and reduces product performance
  - Disputes take place in a constrained funding environment
  - Mid-program disputes can result in loss of user advocacy and program cancellation
  - Late-program disputes force the user to take unacceptable products
- **Disputes between the developer and the contractor**
  - All of the above
  - Claims can and have been referred to the courts



# Conflict Resolution Strategies

- **Possible strategies**
  - **Avoiding**
  - **Forcing**
  - **Accommodating**
  - **Compromising**
  - **Collaborating**
  
- **Avoiding, forcing, accommodating, and compromising are all adversarial in nature and cause resentment in the other party and a long-term deterioration of the business relationship**

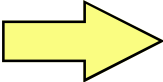


# Conflict Resolution Strategies (Concluded)

- **Collaborating is the only strategy that optimizes the benefits to all of the parties involved**
  - Jointly identifies change opportunities and seeks an integrative solution -- the “win-win” -- approach.
  - Conflict issue is clarified, studied, and even refined in an effort to give each party a goal and solution that can be fully supported.
  - Collaborating includes joint problem-solving, consensus-seeking, and establishing superordinate goals in order to achieve full cooperation.
  - Major advantage of collaborating is that all parties may be very satisfied with the way the conflict was resolved.
  - A disadvantage is that collaborating is likely to be more time-consuming than the other approaches.



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# Partnering On Your Program

- **When to Start Partnering**
- **Suggestions for Better Partnering**
- **Is it working?**
- **What to do if it isn't working with the contractor**
- **What to do if it isn't working with the government stakeholders**
- **Partnering Incentives**



# When to Start Partnering

- Start prior to Operational Requirements Document preparation if possible
- Start not later than acquisition strategy definition
- Initial partnership involves all stakeholders except the contractor
- Formal partnership involves all stakeholders including the contractor after contract award
- Hold an initial training workshop for the *key personnel* for all participating organizations
- Subsequent initial training workshops for *all personnel* in each IPT
- Hold periodic follow-up workshops for new team members or reinforcement of desired behavior
- Use facilitators for the workshops



# Suggestions for Better Partnering

- **Partnering has a higher payoff when**
  - Extent of interaction with the contractor is high
  - The contract is very complex
  - The contract is very important to the stakeholders
  - The duration of the contract is long
- **Obtain top management commitment**
  - Subordinates in stakeholder organizations watch what management does rather than what it says
- **Obtain necessary resources to partner**
  - Time and funding are necessary to
    - Train all participating personnel
    - Attend workshops
    - Effectively communicate with other stakeholders



# Suggestions for Better Partnering (Continued)

- **Encourage continuity**
  - Stakeholder organizations commit team members for duration
  - Overlap between old and new members when change is unavoidable
- **Select champions, one at top and one at working level**
  - Carry the partnering philosophy throughout the organization
  - Help key participants change their actions to implement partnering
- **Communicate with the offerors**
  - Tell them at the pre-solicitation conference
  - Tell them at the bidders conference
  - Tell them in the RFP cover letter
  - Put enabling language in Section H
  - Let them know that you are serious about partnering



# Suggestions for Better Partnering (Continued)

- **Agree to partnering**
  - Establish executive-level personal relationships
  - Obtain a commitment for success at initial workshop
- **Plan kickoff workshops**
  - Initial workshop for all key personnel and senior management to assure understanding of the concept and commitment for success
  - Subsequent workshops for all participating personnel on an IPT basis if there are a large number
- **Obtain a facilitator (proposed Section H includes provisions for one)**
  - Get one who is qualified, experienced, trusted and “fits well” with the parties
  - Should participate actively in initial workshops, assist IPTs in getting started, and conduct remedial training for IPTs that backslide



# Suggestions for Better Partnering (Continued)

- **Prepare for the workshops**
  - Make sure top management understand the goal of partnering prior to the workshop to obtain active support at the session
  - Ensure all Government participants understand the basics of IPTs and partnering
  - Identify all the players participating in each workshop
- **Conduct the workshop**
  - Define partnering and process expectations
    - Partnering is not to facilitate constructive change
    - Identify pitfalls associated with Government insight role
    - Indicate expectations each party has for partnering



# Suggestions for Better Partnering (Continued)

- **Get to know each other**
  - Detailed introductions for all participants
  - Use an industrial psychology instrument to identify participant communication styles
  - Conduct team-building exercises to work on empathy and listening skills
  - Indicate each individuals authorities and responsibilities
  - Identify common program goals
- **Establish procedures for sound administration**
  - Identify potential program problems and establish a problem identification and resolution procedure
  - Identify strengths and weakness of parties in partnership
  - Establish a fact documentation procedure -- if facts are not in dispute most disputes are not pursued
  - Develop open, honest, and regular communication channels
  - Review contract requirements and provisions to identify any areas of confusion or difference of opinion



# Suggestions for Better Partnering (Continued)

- **Establish methods of resolving conflict**
  - **Develop conflict resolution process such as automatic conflict escalation to prevent festering of problems**
  - **Agree to use alternative dispute resolution process when good faith disputes arise**
- **Generate a partnering charter**
  - **Set for the intent of the parties to work together towards a successful project, the commitment of the parties, and common measurable goals**
  - **Have all parties sign and display the charter**
- **Generate a meaningful evaluation process**
  - **A sample questionnaire is attached to this briefing**
  - **The evaluation should be made at about six month intervals**



# Suggestions for Better Partnering (Continued)

- **Establish targets**
  - Ensure realistic expectations, goals and objectives early in the partnership
  - Set sights high, but make the targets achievable so they can endure for the duration of the project
- **Minimize risk**
  - Strive for problem solutions that minimize risk of system or program failure
- **Celebrate successes**
  - Recognize and reward those who took initiative to partner (successful or not) with presentations or celebrations
- **Initiate newcomers**
  - Make provisions to train and orient newcomers to the program



# Suggestions for Better Partnering (Continued)

- **Reinforce training**
  - Periodically conduct follow-up workshops
  - Prevent old bad habits from reemerging
- **Communicate**
  - Hold regular meetings to discuss progress, problems, and solutions
  - Face-to-face or video teleconferencing is recommended if possible
- **Keep promises**
  - Speak with one voice on settled issues
  - Keep promises made to the team



# Suggestions for Better Partnering (Continued)

- **Hold open discussions with no secrets**
  - All facts placed on the table for each team member to understand and assess
  - Each team member has unique expertise and his or her views are important
  - Each view has to be heard but not necessarily act on by team
  - All team members should feel their contributions are important and considered
  - Encourage team members to explore all alternatives to system problems
  - Don't expect the team to "rubber stamp" a decision or a document prepared outside of the team



# Suggestions for Better Partnering (Continued)

- **Select qualified, empowered team members**
  - Empowerment is critical to making and keeping the agreements essential to effective partnerships
  - All IPT representatives must be empowered by their leadership and be able to speak for their superiors in the decision-making process
  - They are expected to be in constant communication with their leadership and ensure that their advice is sound and will not be changed later (barring unforeseen circumstances or new information)
  - IPT member must be aware of the limits of their authority and not exceed them
  - The IPT leader should stress that, in general, the decisions of the IPT are binding (barring unforeseen circumstances or new information)



# Suggestions for Better Partnering (Concluded)

- **Escalate reasoned disagreement**
  - Team should not search for “lowest common denominator” consensus
  - There can be disagreement on an issue if it is reasoned disagreement based on an alternative plan of action rather than unyielding opposition
  - When an IPT cannot resolve an issue, the IPT leader should raise the issue as quickly as possible to a level where resolution can be achieved



## Is It Working?

- **There may be a problem if**
  - Performance expectations are not being met
  - Schedules are slipping
  - Costs are increasing
  - Data is not being kept up to date
  - Overtime is increasing
  - Risks are not being tracked or mitigated
  - The government is not being kept informed
  - Requirements are changing but the program isn't
  - The IMP and IMS do not reflect what is really happening
  - The goals being pursued are not those in the SOO
  - The software metrics are heading south



## Is It Working? (Continued)

- The lines of code are growing unexpectedly
- The interfaces are changing
- Action items are opened faster than they are being closed
- **Even if there is no sign of a problem and the metrics look OK**
  - A periodic assessment of the health of the relationship is recommended
  - Use the attached questionnaire as a basis for the assessment
  - Any negative responses indicate problem areas that need additional effort



# What to Do if it isn't Working With the Contractor

- **When**

- Government insight is perceived to be ineffective
- Program risks are not being managed
- The partnering arrangement between the government and the contractor is in serious difficulty

- **Then the government program manager should**

- Notify the government stakeholders that there will be an implementation of (or an increase in) oversight
- Inform the contractor's senior management that
  - One or more serious problems exist
  - The relationship has deteriorated to the point where "normal" government involvement is not working
  - The government intends to increase insight (or oversight)
- Attempt to resolve the difficulties before proceeding with any further actions



# What to Do if it isn't Working With the Contractor (Continued)

- **If significant change has not occurred within 30 days, the government program manager should implement increased oversight which may include**
  - An increased government presence in the contractor's plant
  - The use of an external "red team" to review the program
  - Expertise provided to assist the contractor in critical areas
  - Formal meetings to track performance
  - More cost and schedule metrics
- **Formal correspondence should be sent to the contractor's parent organization (a level above the organization responsible for the program) advising them**
  - That increased oversight is being implemented
  - Next steps to be followed if this effort does not resolve the problems and restore the relationship



# What to Do if it isn't Working With the Contractor (Continued)

- **Schedule a formal review with the integrating IPT and contractor senior management within three months after the start of increased oversight to determine if**
  - The government should return to “normal” oversight
  - Continue increased oversight
  - Begin reviewing the program for termination
- **Advise the contractor of the integrating IPT decision within a week after the review**



# What to Do if it isn't Working With the Contractor (Continued)

- If the integrating IPT decides to consider termination, the government and contractor program managers should schedule a joint meeting with the Overarching IPT (including the PEO or DAC) and the contractor's senior management or CEO to determine if
  - Continue the program with the present level of increased oversight
  - Continue the program with government oversight above the program office level
  - Terminate the program
- If the government elevates the level of oversight it is frequently placed directly under control of the PEO or DAC



# What to Do if it isn't Working With the Contractor (Concluded)

- **If the government decides to initiate termination proceedings**
  - A “show cause” letter is sent to the contractor
  - Progress payments are stopped
  - “Stop work” orders for portions of the work are issued
- **Although it is possible to restructure a program after termination proceedings begin, it is a lengthy and expensive process**



# What to Do if it isn't Working With the Government Stakeholders

- **If teamwork begins to deteriorate within a group**
  - Conduct an additional training workshop
  - Assign a facilitator to the group
- **Stakeholder issues cannot be resolved at the program level (e.g., unfunded requirements or refusal to compromise in the “trade space”)**
  - Elevate issues to program manager and integrating IPT
  - May require development of a single customer position
  - May involve personnel or assignment changes
  - Most issues resolved at this level
- **OIPT meeting may be necessary if an issue involves changes to the APB (cost, schedule, or performance thresholds)**



# Partnering Incentives

- **Program success is usually the strongest available incentive to making a partnership work**
  - **The future of the key personnel (and their subordinates in some cases) is tied to the success of the program (or at least the success of a major phase of the program)**



# Partnering Incentives (Continued)

- **If the program is a success**
  - **Successful stakeholders are rewarded by their respective organizations**
    - **Cash bonuses**
    - **Medals**
    - **Promotions**
    - **Plaques**
    - **Dinners**
    - **Better assignments**
    - **Newspaper articles**
    - **Peer recognition**
  - **Although recognition varies with the organization - it will come**



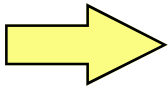
# Partnering Incentives (Concluded)

- **If the program is a failure - everybody loses**
  - **Unsuccessful stakeholders are “punished” by their respective organizations**
    - **Transfers**
    - **Terminations**
    - **Demotions**
    - **Poor assignments**
    - **Peer recognition**
  - **Although recognition varies with the organization - it will come**



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# Conclusion

- **We cannot continue the adversarial “business as usual” approach to acquisition**
  - **Reductions in DoD budgets**
  - **Rapid changes in technology**
  - **Decreases in acquisition workforce**
  - **Changes in operational missions**
  - **Shrinking of the defense industrial base**
  - **Pressure to field systems more rapidly**
  - **Pressure for the use of commercial products**
  - **Pressure to achieve interoperability**



# Conclusion

- **Working in a collaborative fashion we can reduce energy lost to friction**
  - Initial efforts may take a little longer
  - Overall energy savings can be directed to produce “better, faster, cheaper, smoother” systems
- **Partnering is legal, encouraged, and makes sense**
  - “Just do it!”



# Recommended Contract Clauses (Section H)

## H.1 Partnering Workshop

**Within thirty days after Contract Award, the Contractor shall host a "Partnering" workshop at an off-site facility. The contractor shall provide a third-party facilitator to conduct the workshop. The contractor attendees shall include senior acquisition agency management, the program manager, the program manager's direct reports, designated system level senior IPT members, and key subcontractor management personnel assigned to the program. The Government personnel will include senior user personnel and supporting command personnel in addition to the Government program manager and his/her key staff, key support contractor personnel, senior government on-site representatives, and any designated system level IPT leaders. The Government complement will not exceed (n) personnel.**



## Recommended Contract Clauses (Section H) (Continued)

The workshop shall consider the following topics as a minimum:

- **Commitment of user, acquisition agency, and contractor senior management to the success of the project and alternatives available if relationships deteriorate at the program management level on the program;**
- **Statement of user, program office, and contractor interests and the creation of a written set of mutual program goals (consider modifying the SOO, if necessary);**
- **Establishment of an approach to assure a common understanding of the requirements and the clarification of second and third tier requirements [contractor Concept of**
- **Operations (CONOPS) briefings, prototyping, mission profile scenarios, etc.]**



## Recommended Contract Clauses (Section H) (Continued)

- Establishment of personal communications and steps to build mutual trust and respect
- The development of joint strategies for implementing mutual goals (consider using the IMP as a starting point);
- The identification of potential program problems, strengths, weaknesses, and risks (consider source selection debriefing material for the winning contractor and the program risk matrix for the Government perspective and solicit the contractor's perspective for the same items)
- The establishment of rapid and effective joint problem-solving mechanisms
- The establishment of a set of methods to measure the relationship
- A plan for the conduct of follow-up workshops for senior personnel at six-month intervals over the life of the contract



# Recommended Contract Clauses (Section H) (Continued)

## H.2 Team Building Workshop

- After the conduct of the "partnering" workshop and within ninety days after Contract Award, the Contractor shall host a working level "Team Building" workshop at an off-site facility. The contractor shall provide a third-party facilitator to conduct the workshop. The contractor attendees shall include all contractor and subcontractor IPT members and the contractor's program manager. The Government personnel will include all Government and support contractor IPT members and the Government program manager. A separate session shall be held for each IPT. The workshop shall consider the following topics as a minimum:
- Statement of commitment to the program by the contractor and government program managers and the senior user representative and guidelines for the conduct of the IPTs



## Recommended Contract Clauses (Section H) (Concluded)

- Statement of the written set of mutual program goals agreed upon at the partnering workshop;
- Establishment of a subordinate set of mutual IPT goals
- Establishment of personal communications and steps to build mutual trust and respect;
- The development of joint strategies for implementing mutual IPT goals (consider using the IMP as a starting point);
- The identification of potential subsystem problems, strengths, weaknesses, and risks (consider material from partnering workshop as a starting point)
- The establishment of rapid and effective joint problem-solving mechanisms;
- The conduct of team building exercises;
- A plan for the conduct of follow-up workshops for IPT personnel at six-month intervals over the life of the contract



## "Is It Working?" Questionnaire

To determine whether the partnership is working well, answer the following questions. A negative answer indicates an area that must be improved in order to maximize the benefits of partnering.

- Are the partners sharing one or more common goals?
- Are each partner's expectations clearly stated initially?
- Are the partners' actions consistent and reliable?
- Is there a real willingness from each partner to make the necessary commitment to the partnership in terms of time and energy?
- Are the partners accountable to each other for their actions?
- Do the partners understand and respect each other's responsibilities as well as honest differences between them?
- Is the partnership achieving synergy (the whole is greater than the sum of the parts)?



## "Is It Working?" Questionnaire (Continued)

- Does each partner expect excellence from the other and give it in return?
- Has communication among the partners been better than "typical" projects?
- Has communication among partners been open, honest, and free-flowing?
- Have concerns and problems been acknowledged at first sign?
- Once recognized, have concerns and problems been dealt with quickly and directly?
- Have the techniques and methods developed for problem-solving and evaluation been helpful and productive?
- Has cooperation among the partners characterized all phases of the work?
- When issues are raised is each partner's response noticeably better than on "typical" projects?



## "Is It Working?" Questionnaire (Concluded)

- Do partners respond as a team when issues are raised?
- Is this project moving along noticeably more smoothly than similar projects?
- Were team members who joined the team after the project was started effectively integrated into the partnership?
- Has the team constructed a quality product, on time and under budget?
- Has the team succeeded in developing a mutual, trusting and cooperative relationship during the project?
- Has the user received a meaningful operational capability and has the contractor received a fair and reasonable profit?