

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 01-Apr-2003	S	1   22
6. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND/SOAL-K 7701 TAMPA POINT BLVD. ATTN: KARENE SPURLIN MACDILL AFB FL 33621-5323		CODE USZA22	4. REQUISITION/PURCHASE REQ. NO.	
		7. ADMINISTERED BY (If other than item 6) DCMA - ST. PETERSBURG 9549 KOGER BLVD. GADSEN BLDG., SUITE 200 ST. PETERSBURG FL 34615-4822		5. PROJECT NO.(If applicable) S1109A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GEMINI INDUSTRIES, INC VICTORIA BONDAC SIX FORTUNE DRIVE BILLERICA MA 01821-3917			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. USZA22-02-D-0015	
			X 10B. DATED (SEE ITEM 13) 22-Apr-2002	
CODE 0BAX9		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H.23 Award Term				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Continuation Pages.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KARENE L. SPURLIN / CONTRACTING OFFICER TEL: (813) 828 7347 EMAIL: spurik@socom.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Karene L. Spurlin</i> Contracting Officer	16C. DATE SIGNED 03-Apr-2003
(Signature of person authorized to sign)		Tab E - Doc 4		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION J: LIST OF ATTACHMENTS

Attachment 4, Award Term Plan has been replaced in full with the following Award Term Plan at pages 3-16.

Attachment 5, Quality Assurance Surveillance Plan is hereby incorporated at pages 17-22.

(End of Summary of Changes)

**ATTACHMENT 4**

**Award Term Plan**

**Acquisition, Logistics, Management  
and Business Operations Support  
(ALMBOS)**

**USZA22-02-D-0014 and USZA22-02-D-0015**

Organization

Part

- I. Introduction
- II. Organizational Structure for Award Term Administration
- III. Evaluation Requirements
- IV. Method for Determining Award Term
- V. Changes in Plan Coverage

Annexes

- III-A Evaluation Periods and Available Award Term Periods
- III-B Grading Table
- III-C Performance Categories and Evaluation Criteria
- IV-A Actions and Schedules for Evaluation Rating and Award Term Determinations
- IV-B General Instructions for Performance Monitors
- IV-C Performance Monitor Evaluation Worksheet

APPROVED BY:

\_\_\_\_\_  
JAMES W. CLUCK  
Award Term Determining Official

12 March 03  
Date

## I. Introduction

1. This plan covers the administration of the award term provision of the Special Operations Acquisition, Logistics, Management and Business Operations Support (ALMBOS) contracts, USZA22-02-D-0014 and USZA22-02-D-0015 dated December 5, 2001. The contract vehicle includes a mixture of contract types for payment purposes and contains an award term provision for performance as an incentive. Potential task order types include firm fixed price, time & materials, and cost reimbursement. The contract was awarded in accordance with the provisions of RFP USZA22-01-R-0001.
2. The following matters, among others, are covered in the contract:
  - a. The contractor is required to perform acquisition management, logistics support, and normal business type operations support for Headquarters, United States Special Operations Command (HQ USSOCOM) located in Tampa, FL, United States Army Special Operations Command, located in Fayetteville, NC, United States Air Force Special Operations Command located in Ft Walton, FL, Naval Special Operations Command located in Coronado, CA and other Special Operations sites. The contract will also allow the Services (Army, Navy, Air Force, and Marines) to use this contract in support of the Special Operations mission as applicable.
  - b. The term of the contract is from 01 May 2002 through 30 April 2010. The contract shall not exceed 8 years inclusive of all term incentive periods.
  - c. The estimated cost of performing the contract is shown in the most recent contract modification.
  - d. The available award term is shown in Annex III-A.
  - e. The evaluation ratings and award term earned will be determined periodically by the Award Term Determination Official (ATDO) in accordance with this plan.
  - f. Special Operations Command may unilaterally change this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes prior to the beginning of the evaluation period to which the changes apply.
  - g. Award terms will be conditioned upon:
    - Continuing need
    - Availability of funds, and
    - Continuing price reasonableness
  - h. The contract scope may change during the performance of the effort. If the scope is to increase or decrease it will not affect the term incentive unless the contract is terminated for any reason. Otherwise, the term incentive portion of the contract will be valid if paragraph g is true and performance meets the requirements specified in this plan.
  - i. Contractor's price proposal – prices for each potential award term shall be established as Not-to-Exceed (NTE) at the contract award. If a determination is made to award an incentive the contractor will be asked by the Contracting Officer (KO) to definitize the established NTE price for the award term being awarded. The contractor upon notification by the KO will have 45 days to submit a proposal. Definitized prices for the award term, absent any change in Government requirement, shall not exceed the NTE amounts established in the contract.
  - j. If the contractor is not awarded the incentive in year 2, 3, or 4, the contractor will have the opportunity to "earn" an incentive by corrective action that exceeds the minimum requirements specified in Annex III-A.

## II. Organizational Structure for Award Term Administration

The following organizational structure is established for administering the award term provision of the contract.

### 1. Award Term Determination Official (ATDO)

- a. The ATDO is the HQ USSOCOM Acquisition Executive or designated representative.
- b. Primary ATDO responsibilities are:
  - (1) Determining the evaluation rating for each evaluation period and award term earned for each award term period, as addressed in Part IV.
  - (2) Changing the matters covered in this plan as addressed in Part V as appropriate.

### 2. Contracting Officer (KO)

- a. The primary responsibilities of the Contracting Officer are:
  - (1) Maintaining official paperwork that pertains to the determination.
  - (2) Provide performance rating on Management of Team
  - (3) Notifying the contractor in writing of the determination made by the ATDO.

### 3. Primary Contracting Officer's Representative (PCOR)

- a. The primary responsibilities of the PCOR are:
  - (1) Consolidating periodic evaluations of contractor performance through reviews with the Contracting Officer's Representatives (CORs).
  - (2) Submitting the Performance Evaluation Report (PER) to the ATDO covering the findings and recommendations for each evaluation period, as addressed in Part IV.
  - (3) Consolidating changes in this plan and recommending those appropriate for adoption by the ATDO, as addressed in Part V.

### 4. Contracting Officer's Representative(s) (COR)

- a. The COR responsibilities are:
  - (1) Conducting periodic evaluations of contractor performance and submitting a Performance Evaluation Report (PER) to the PCOR covering the findings and recommendations for each evaluation period, as addressed in Part IV.
  - (2) Attend reviews called by the PCOR or KO to review findings and recommendations
  - (3) Consider changes to this plan and submitting recommendations to the PCOR for appropriate action.

### 5. Performance Monitors

- a. Performance Monitors will be appointed in accordance with Part IV.

- b. Each Performance Monitor will be responsible for complying with the "General Instructions for Performance Monitors," Annex IV-B, and any specific instructions of the COR as addressed in Part IV. The primary Performance Monitor responsibilities are:
- (1) Monitoring, evaluating and assessing contractor performance in assigned areas.
  - (2) Periodically providing the input to the Performance Monitor Report for the COR as appropriate.
  - (3) Recommend appropriate changes in this plan for consideration, as addressed in Part IV.

### III. Evaluation Requirements

The applicable evaluation requirements are indicated below.

#### Requirement

Evaluation Periods and Available Award Term Periods	Annex III-A
Grading Table	Annex III-B
Performance Categories and Evaluation Criteria	Annex III-C

### IV. Method for Determining Award Term

A determination of the evaluation rating for each 6-month evaluation period, and award term earned for each 1-year award term period, will be made by the ATDO within 40 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award term earned, is described below. This evaluation process will commence during Ordering Period 1, however the results will not be binding and will not lead to the execution of an award term. The intent of starting this process in Ordering Period 1 is to establish the various channels of communication and resolve any problems before Ordering Period 2 begins. Annex IV-A summarizes the principal activities and schedules involved.

1. The KO will appoint a performance monitor based on the recommendations of the COR who will ensure a performance monitor is assigned for each performance area to be evaluated under the contract. The performance monitors will be selected on the basis of their expertise relative to prescribed performance area emphasis. The KO may change performance monitor assignments at any time without advance notice to the contractor. The COR will coordinate the change with the KO who will notify industry and the PCOR promptly of all performance monitor assignments and changes.
2. The COR will ensure that each performance monitor receives the following:
  - a. A copy of this plan along with any changes made in accordance with Part V.
  - b. Appropriate orientation and guidance.
  - c. Specific instructions applicable to the monitors' assigned performance areas.
3. Performance monitors will evaluate and assess contractor performance and discuss the results with contractor personnel as appropriate, in accordance with the "General Instructions for Performance Monitors," Annex IV-B, and the specific instructions and guidance furnished by the PCOR.
4. Performance monitors will submit inputs for Performance Monitor Reports monthly and, if required, make verbal presentations to the COR.

5. The PCOR will prepare the PER for the period using the report from the CORs and submit it, through SOAL-M and SOAL-K, to the ATDO for use in determining the evaluation rating. The report will contain an adjectival rating and color rating and a recommended overall performance score with supporting documentation.

6. The industry partners will prepare and submit a self assessment briefing to the Contracting Officer at least ten days prior to the ATDO briefing by the Government. The Contracting Officer will forward a copy of the briefing to the PCOR whom will establish the place and time of the oral briefing by the industry partner to the ATDO.

7. In determining the performance rating for the evaluation period, the ATDO will consider the PER and the oral briefing of the industry partner and discuss it with the PCOR and other personnel, as appropriate.

8. The ATDO will review the results of the PER and industry partner self-assessment and make an integrated assessment in determining the evaluation rating for the period. The ATDO's determination of the evaluation rating, including award term earned for each award term period, and the basis for this determination will be stated in the ATDO Letter.

8. The contractor will be notified by the KO of the determination.

#### **V. Changes in Plan Coverage**

##### **1. Right to Make Unilateral Changes**

Any matters covered in this plan not otherwise requiring mutual agreement under the contract, may be changed unilaterally by Special Operations Command prior to the beginning of an evaluation period by timely notice to the contractor in writing by the KO. The changes will be made without formal modification of the contract unless the parties agree that the change constitutes a material change to the ALMBOS contracts.

##### **2. Steps to Change Plan Coverage**

The following is a summary of the principal actions involved in changing plan coverage.

<u>Action</u>	<u>Schedule</u>
a. COR drafts proposed changes.	Ongoing.
b. COR submits recommended changes to PCOR for approval.	NLT 20 days prior to beginning of evaluation period.
c. PCOR submits recommended changes, through the Contracting Officer, to the ATDO for approval	NLT 5 days prior to beginning of evaluation period.
d. Contracting Officer notifies contractor of changes.	Prior to beginning of evaluation period.

The PCOR will establish subsidiary actions and schedules, as necessary, to meet the above schedules.

##### **3. Method for Changing Plan Coverage**

The method to be followed for changing the plan coverage is described below:

a. Personnel involved in the administration of the award term provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award term determination process. Recommended changes should be sent to the PCOR for consideration and drafting.

b. Before each evaluation period begins, the PCOR will submit recommended changes with appropriate comments and justification, if any, through the Contracting Officer, to the ATDO for approval.

c. Before each evaluation period begins, the KO will notify the contractor in writing of any changes to be applied during the next period. If the contractor is not provided this notification, or if the notification is not provided within the agreed-to number of days before the beginning of the next period, the existing plan will continue in effect for the next evaluation period.

**ANNEX III-A TO ATP FOR****Contract No. USZA22-02-D0014 & USZA22-02-D-0015****EVALUATION PERIODS AND  
AVAILABLE AWARD TERM INCENTIVE PERIODS**

<b>Evaluation Period</b>	<b>Performance Required for Award Term</b>	<b>Available Award Term</b>
Year 1	n/a	n/a
Year 2	Very Good or Excellent (81-100)	1 yr from expiration of previous period
Year 3	Very Good or Excellent (81-100)	1 yr from expiration of previous period
Year 4	Excellent (91-100)	1 yr from expiration of previous period
Year 5	n/a	n/a

**Annex III-B TO ATP FOR****Contract Nos. USZA22-02-D-0014 and USZA22-02-D-0015****GRADING TABLE**

The following grading table is to be used for this contract. The overall evaluation rating is calculated by applying the color scores from each performance category and weighting them appropriately as identified in Annex III-C, "Performance Categories and Evaluation Criteria."

Adjectival Rating	Range of Evaluation Rating	Description
Excellent		Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good		Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Satisfactory		Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory		Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas which adversely affect overall performance.

**ANNEX III-C TO ATP FOR****Contract No. USZA22-02-D0014 & USZA22-02-D-0015****PERFORMANCE CATEGORIES AND EVALUATION CRITERIA**

The performance categories to be evaluated are identified below.

**A. Quality of Service**

Assess the service provider's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional standards). For example: Are reports/data accurate? Does the service provided meet the specifications of the contract? Does the service provider's work measure up to commonly accepted technical or professional standards? Assess the degree of Government technical direction required to solve problems that arise during performance. (30% evaluation weight)

**B. Schedule**

Assess the timeliness of the service provider against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or effect the schedule variance). This assessment of the service provider's adherence to the required delivery schedule should include the service provider's efforts during the assessment period that contribute to or affect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions such as the issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems, which may have resulted in variance to the contract schedule and should therefore be noted in the evaluation. (10% evaluation weight)

**C. Business Relations**

Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the service provider's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts.. Is the service provider oriented toward the customer? Is interaction between the service provider and the Government satisfactory, or does it need improvement? Also, in making the assessment, include the adequacy of the service provider's accounting, billing, and estimating systems; and the service provider's management of Government Furnished Property (GFP), if a substantial amount of GFP has been provided to the service provider under the contract. (30% evaluation weight)

**D. Management of Key Personnel**

Assess the service provider's performance in selecting, retaining, supporting, and using the original personnel as proposed on the task order for key personnel. How well did the service provider match the qualifications of the key position, as described in the contract, with the person who filled the key position? Did the service provider support key personnel so they were able to work effectively? If a key person did not perform well, what action was taken by the service provider to correct this? If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule? (20% evaluation weight)

**\*\* Paragraph E will be evaluated by the Contracting Officer and not the Performance Monitor**

**E. MANAGEMENT OF TEAM**

Assess the service provider's performance in retaining, supporting, and using the original teammates (subcontractors) on which the award was based. For example, how well did the prime manage to retain the team that was proposed and evaluated, and for which they received the basic award? How many new teammates were picked up during this evaluation period, and were they justified? If replacement of a subcontractor or teammate was accomplished, was timely notification provided to the KO with no disruption to the customer? *Timely award and management of subcontractors should include subcontract costs and problem resolution. Assess whether the service provider met small/small disadvantaged and women-owned business participation goals.* (10% evaluation weight)

**ANNEX IV-A TO ATP FOR**

**Contract No. USZA22-02-D0014 & USZA22-02-D-0015**

**ACTIONS AND SCHEDULES FOR EVALUATION RATING AND AWARD TERM DETERMINATIONS**

The following is a summary of the principal actions involved in determining the evaluation ratings for the evaluation periods and the award term earned for award term periods.

<u>Action</u>	<u>Schedule</u>
1. Monitors assess performance and discuss results with contractor.	Ongoing.
2. Industry partner submits self-evaluation.	NLT 10 days after end of evaluation period.
3. Monitors submit Performance Monitor Reports to COR.	NLT 15 days after end of evaluation period.
4. COR meets with PCOR to discuss PER.	NLT 30 days after end of evaluation period.
5. PCOR briefs PER to ATDO & Industry Partner briefs self assessment.	NLT 35 days after end of evaluation period.
6. ATDO sends ATDO Letter to KO.	NLT 40 days after end of evaluation period.
7. Award term made to contractor based on contract modification.	NLT 45 days after end of award term period.

The PCOR will establish subsidiary actions and schedules, as necessary, to meet the above schedules.

**ANNEX IV-B TO ATP FOR****Contract No. USZA22-02-D0014 & USZA22-02-D-0015****GENERAL INSTRUCTIONS FOR PERFORMANCE MONITORS****1. Monitoring and Assessing Performance**

- a. Monitors will prepare outlines of their assessment plans, and discuss them with appropriate contractor personnel to assure complete understanding of the evaluation and assessment process.
- b. Monitors will plan and carry out on-site assessment visits, as necessary.
- c. Monitors will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained during the entire period. This will ensure that the contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.
- d. The monitor will discuss the assessment with contractor personnel as appropriate, noting any observed accomplishments and/or deficiencies. This affords the contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.
- e. Monitors must remember that contacts and visits with contractor personnel are to be accomplished within the context of official contractual relationships. Monitors will avoid any activity or association that might cause, or give the appearance of, a conflict of interest.
- f. Monitors' discussions with contractor personnel are not to be used as an attempt to instruct, to direct, to supervise or to control these personnel in the performance of the contract. The role of the monitor is to monitor, assess and evaluate, not to manage the contractor's effort.

**2. Documenting Evaluation/Assessment**

Monitors will prepare a formal Performance Monitor Report every six months and submit it to the COR in accordance with the following instructions. However, Performance Monitor's are required to assess performance at least monthly and that data will be used for the six month PER.

- a. Performance Categories – Include an impact statement and performance score.
- b. Notification of deficiencies and weaknesses shall be made as soon as possible after identification of the deficiency so that corrective action may be taken. The contractor and performance monitors shall not delay this notification until the submission of the end of period evaluations. In evaluating contractor performance, the contractor and performance monitors should be less concerned that a contractor may have encountered a problem, but more concerned with did and how the contractor solved the problem.
- c. Evaluation of any new tasks, which are not explicitly covered by an existing performance requirement, may be evaluated by an individual notation on the event. Individual events that are covered by an existing performance requirement may also be noted separately if the significance of the event warrants it.

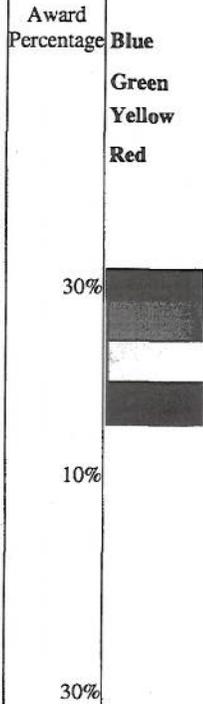
**3. Verbal Reports**

Monitors will be prepared to make verbal reports of their evaluations and assessments as required by the COR. The COR will be prepared to meet with the PCOR and write the PER.

**ANNEX IV-C TO ATP FOR**  
**Contract No. USZA22-02-D0014 & USZA22-02-D-0015**  
**PERFORMANCE MONITOR EVALUATION WORKSHEET**

**PERFORMANCE MONITOR EVALUATION  
WORKSHEET**

Task Performance		Award Percentage
<b>A. Quality of Service</b>		
1. Are reports/data accurate when delivered?		
2. Does the service provided meet the requirements of the task order?		
3. Does the provider's work measure up to commonly accepted technical or professional standards?		
Average Grade		
<b>B. Schedule</b>		
1. Industry partner was timely with deliverables		
2. Milestones were met in a timely manner in regards to deliverables		
Average Grade		
<b>C. Business Relations</b>		
1. Is the contractor customer oriented?		
2. Is interaction between the industry partner and the Government satisfactory?		
3. Is problems identified and taken care of in a timely, responsible manner?		
Average Grade		
<b>Management Performance</b>		
<b>D. Management Key Personnel</b>		
1. How well did the contractor retain and use the team propose ?		
2. How well did the contractor match the qualifications of the key personnel of the task?		
3. Did the contractor provide support to his personnel so they were able to work effectively?		
4. Was appropriate action taken for any personnel that did not?		
Average Grade		
<b>E. Management of Team</b>		
1. How well did the prime manage the team that was proposed and evaluated?		
2. Was the contractor responsive to ALMBOS PM/CO		
3. Was management of current teammates effective so as to cause no disruption in service?		
4. Is the company meeting their teaming arrangements or subcontractor goals?		
Average Grade		



10%

Final Grade

100%

**Mandatory Comments For Final Grade Assigned:**

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Quality Assurance Surveillance Plan

For

USZA22-02-D-0014 & USZA22-02-D-0015

Acquisition Logistics Management Business Operations Systems Support

(ALMBOS Support)

At

Headquarters United States Special Operations Command

FOR INFORMATION PURPOSES ONLY. This Quality Assurance Surveillance Plan is a government generated document and will become part of the contract. The Government has the right to change or modify inspection methods at its discretion.

**1. GENERAL.** This Quality Assurance Surveillance Plan (QASP) has been designed to provide the Contracting Officer's Representatives (CORs) a formal, effective and systematic surveillance method for monitoring, reporting, evaluating the performance, and providing feedback on both ALMBOS contractors under contracts USZA22-02-D-0014 and USZA22-02-D-0015. Contractor requirements, key personnel, file documentation, levels of performance, frequency, method of performance, method of inspection, review responsibilities and reporting requirements follow.

**2. CONTRACT REQUIREMENTS.** The industry partners are tasked to provide support in all mission areas of USSOCOM and its components as specified and ordered under individual task orders. Specific areas of support will be in the following areas: Acquisition & Logistics Management Support, Business Operations Support, Accounting System, Budget Formulation, Resource Management, Planning, And Reporting Support, Security, Miscellaneous tasks, using various labor categories as specified in the contract.

**3. KEY PERSONNEL.** For the purpose of this contract, the following key personnel are involved in monitoring the performance of the contractor.

a. Contracting Officer (KO). The Contracting Officer is the ONLY person authorized to contractually obligate the Government. While the PCOR/COR/PM may evaluate the Contractor's performance and document compliance/noncompliance, only the KO may take formal action with the Contractor. The KO ensures the contract is administered in accordance with the contract terms and conditions as well as the Federal Acquisition Regulation (FAR) and other applicable directives.

b. Primary Contract Officer Representative (PCOR). The PCOR verifies that CORs/PMs accomplish surveillance and submit reports with site findings and recommendations from PMR's and quarterly evaluations. The PCOR administers the Award Term Incentive Plan that is an attachment to the contract. The PCOR coordinates performance evaluation through SOAL-K and submits the findings to the Award Term Determining Official (ATDO) every six months. The PCOR also performs the administrative process for approved changes to Award Term Incentive Plan. The PCOR assists in resolving problems between COR/PM's and contractor task leads and in some cases performs the duties of the COR.

c. Contract Officer Representative (COR). This person varies for each Center and/or Component. The COR will accomplish surveillance of the Contractor using any or all of the three methods of surveillance (see section 6.0): (1) periodic, (2) one hundred percent, and (3) customer complaint. The COR will participate in the performance review reporting. The COR recommends appointment of the performance monitor to the KO. The primary function of the Center/component COR is as the technical point of contact for the industry partner and the lead for the surveillance in accordance with the Award Term Incentive Plan.

d. Performance Monitor (PM) - This person or persons will vary on each task order. A task order may have more than one PM. The PM will accomplish surveillance of the industry partner using any or all of the three method methods of surveillance. The PM will make reports of their evaluations to the COR as required by the Award Term Incentive Plan. The PM will also follow the procedures as stated in the Performance Monitor Handbook for guidance. Any questionable items should be first addressed to the COR for resolution.

**4. SURVEILLANCE FOLDER.** The PCOR/COR/PM assigned to perform surveillance of this contract is required to prepare a Performance Monitor (PM) File Folder for the assigned contract requirements. Electronic versions of the PM File Folder are preferred. The folder will have the following divisions:

- a. Copy of the contract
- b. All modifications
- c. Performance Monitor Handbook
- d. QA-1 Progress Meetings
- e. QA-2 Training/nomination/appointment letters
- f. QA-3 Award Term Incentive Plan
- g. QA-4 Contracting Officer letters to contractors on metrics
- h. QA-5 COR Surveillance Reports/Reviews
- i. QA-6 Surveillance Checklist/Forms
- j. QA-7 Miscellaneous Correspondence/MFRs

**5. LEVEL OF PERFORMANCE EVALUATION.** The contractor will be evaluated in the following areas: Quality of Service, Schedule, Business Relations, Management of Key Personnel, and Management of Team. In addition, each COR will provide an end of task past performance evaluation to the Contracting Officer. Any discrepancies between the Government and industry partner will be brought to the attention of the contracting officer during performance versus waiting until the task order is complete. Each of the task orders will have specific metrics that measure performance in paragraph a-e below. The metrics are developed and agreed to between the industry partner and the Government PM. Paragraphs a-e are directly correlated to the Award Term Incentive Plan.

**a. Quality of Service:** The contractor will be evaluated as to the quality of the output of their work. The contractor's personnel should be technically competent in the tasks identified in the specific task order. Included in the quality of service area are the contractor's contributions in meetings and reviews, the quality of the contractor's technical reports, the contractor's productivity, and the overall quality of the technical support provided. The contractor's conformance to the contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional standards). For example: Are the reports/data accurate? Does the service provided meet the specifications of the contract? Does the service provider's work measure up to commonly acceptable technical or professional standards?. Consideration should be made regarding the amount of technical direction necessary to meet the desired results and the complexity of the given task. (30% evaluation weight)

**b. Schedule:** The contractor should be responsive to Government taskings and submit monthly reports, technical reports, and trip reports as required by the contract. An assessment will be done on the timeliness of the service provided against the completion of the contract, task orders milestones, delivery schedules, and administrative requirements (e.g. efforts that contribute to or effect the schedule variance). This assessment of the service provider's adherence to the required delivery schedule should include the service provider's efforts during the assessment period that contribute to or affect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions, which may have resulted in variance to the contract schedule, should be noted in the evaluation. (10% evaluation weight)

**c. Business Relations:** The contractor will be evaluated to assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction. Is the contractor oriented towards the customer? Is interaction between the Government and the contractor satisfactory or does it need improvement? Also, in meeting the assessment, include the adequacy of the service provider's accounting, billing, and estimating system, and the service providers management of Government

Furnished Property (GFP), if a substantial amount of GFP has been provided to the service provider under the contract (30% evaluation weight)

**d. Management of Key Personnel:** Assess the service provider's performance in selecting, retaining, supporting, and using the original personnel as proposed on the task order for key personnel. How well did the service provider match the qualifications of the key position, as described in the contract, with the person who filled the key position? Did the service provider support key personnel so they were able to work effectively? If a key person did not perform well, what action was taken by the service provider to correct this? If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule? (20% evaluation weight)

**e. Management of Team:** Assess the service provider's performance in retaining, supporting, and using the original teammates (subcontractors) on which the award was based. For example, how well did the prime manage to retain the team that was proposed and evaluated, and for which they received the basic award? How many new teammates were picked up during this evaluation period, and were they justified? If replacement of a subcontractor or teammate was accomplished, was timely notification provided to the KO with no disruption to the customer? Timely award and management of subcontractors should include subcontract costs and problem resolution. Assess whether the service provider met small/small disadvantaged and women-owned business participation goals.(10% evaluation weight)

**6. Actual Surveillance:** Actual surveillance will be accomplished by the Performance Monitor using any or all of three primary methods of surveillance: (1) periodic, (2) one hundred percent and (3) customer complaint. Any of these surveillance methods or combination of the methods are appropriate for cost plus fixed fee, firm fixed price, or time and materials task orders. Guidelines for which method to use are as follows:

a. **Periodic Surveillance:** The frequency of periodic surveillance is determined by the COR and the PM but must be compliant with the Award Term Incentive Plan. For any specific task order, the frequency of periodic inspections shall be at least monthly; it could be daily, weekly, or every two weeks. A checklist will be used to conduct and document periodic inspections. Examples of the types of things on the checklist are as follows:

- Does the Contractor use and maintain a Quality Control Plan IAW the contract requirement?
- Is the Contractor able to verify all man-hours used?
- Is the Contractor performing only work within the scope of the Task Order?
- Is the Contractor complying with all scheduled timelines

b. **One Hundred Percent Inspection:** One hundred percent inspection will be accomplished on all data deliverables required under this Task Order. Inspections will focus on (a) the timeliness of the deliverables, (b) the format of the deliverables, and (c) the usefulness and accuracy of information contained within the deliverables. As a minimum, the following items will be checked for each data deliverable from the Contractor. Examples are as follows:

- Did the Contractor submit all data deliverables required IAW the Task Order?
- Are all data deliverables formatted properly?
- Is all information contained in the data deliverable accurate, complete, and useful?
- Were the data deliverables distributed properly?

c. **Surveillance by Customer Complaint.** There are some contractual requirements that do not fit under periodic or one hundred percent inspection. These types of items are monitored by the individual or activity receiving the service. At the start of the contract, the COR/PM shall instruct customers responsible for submitting complaints on the requirements of the contract that pertain to them on the proper method to complete the customer complaint. Customers shall be required to submit the complaint when it happens. However, this should not be used as the initial communications method of a problem, rather should follow after an unsuccessful deficiency resolution (see 8.0). A written copy of the specific contract requirement will be provided to the task leader. All complaints will be documented and provided at the end of the instruction period. When a complaint is received, the COR validates the complaint and notifies the contractor of the defects. The COR will retain and file the complaint documentation. The COR will gather evidence, verify facts, determine impact, request reperformance if possible, discuss with PCOR and KO. At the end of each month all validated complaints will be reviewed to determine, if performance is acceptable or unacceptable based on the criterion in the award term plan.

**7. Surveillance Documentation.** All surveillance activity will be documented. The PM will use an electronic logbook to document surveillance and conversations with the Contractor. The PM primarily responsible for maintaining this logbook will safeguard the documentation until the Task Order is complete. The PM will forward all documentation to the COR for consolidation. Next the COR will pass the documentation to the PCOR who is responsible for getting it to the Contracting Officer for inclusion in the official contract file. Monitors will prepare a formal Performance Monitor Report every six months and submit it to the COR in accordance with Annex IV-B to the Award Term Incentive Plan.

**8. Deficiency Resolution:** The PM must use his/her judgment in determining what type of action to take for a noted deficiency. The PM will determine the appropriate method based upon the seriousness of the deficiency. Acceptable methods can range from verbal, email, and contractor deficiency report or customer complaint. Additionally the PM will notify the PCOR and the Contracting Officer.

**9. Timely Feedback to Contractor.** Timely feedback to the contractor's on-site task lead on good and unacceptable performance will be provided by the applicable PCOR/COR/PM. Prompt feedback is essential so the contractor can develop and implement a corrective action plan. The contractor is required to immediately correct, if possible, all defects detected during surveillance by the COR/PM. If any government action or lack of action caused unacceptable performance, these defects shall not be counted against the contractor. The contractor's corrective action must be reported to the contractor officer for tracking purposes. The seriousness of the situation should govern whether the PCOR or the Contracting Officer is contacted.

**10. Revisions to QASP.** Revisions to this surveillance plan are the joint responsibility of the PCOR, CORs and the Contracting Officer.



KARENE L. SPURLIN  
Contracting Officer

<b>ALMBOS Contract Customer Complaint Record</b>	
Date and time of Complaint:	
Source of Complaint:	
Organization:	
Individual:	
Nature of Complaint:	
Contract Reference:	
Validation:	
Date and Time Contractor Informed of Complaint:	
Contractor Reply:	
Action Taken by Contractor:	
Action Taken by Government	
Received and Validated By:	