

**Attachment 5**

**SOL09000002**

**QUALITY ASSURANCE SURVEILLANCE PLAN  
(QASP)**

**TRS Fund Administration Services**

for the

**Federal Communications Commission  
Washington, DC**

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Attachment I contains a table that identifies performance-based measures which will be used to monitor Contractor performance. The FCC will periodically evaluate the Contractor’s performance by appointing a representative(s) to evaluate the Contractor’s daily performance through personal dealings and direct inspections of work products and demonstrated knowledge of applicable regulations.

If any of the services do not conform to contract requirements, the FCC may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the FCC may:

(a) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(b) Reduce the contract price to reflect the reduced value of the services performed. Performance scoring will be in accordance with the acceptable quality level identified in the performance measurements table.

## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **1.0 INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the performance-based Performance Work Statement (PWS) for TRS Administration Services. This performance-based plan sets forth the procedures and guidelines the Federal Communications Commission (FCC) will use in evaluating the technical performance of the TRS Administration contractor. This QASP is preliminary in nature, and is not binding until finalized. It is, and shall be, a living document and shall be revised or modified by the FCC as circumstances warrant, throughout the life of the contract, to ensure adequate oversight of contractor performance is maintained. After selection, the contractor may be asked to recommend changes or modifications to this QASP based upon the particular tools and methodologies it plans to utilize to fulfill the terms of the contract. Any such recommended changes shall be discussed with and approved by the FCC prior to becoming effective.

#### **1.1 PURPOSE**

1.1.1. The purpose of the QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards identified in the PWS.

1.1.2 This QASP is designed to define roles and responsibilities, identify the performance objectives, define the methodologies used to monitor and evaluate the contractor's performance, describe quality assurance reporting, and describe the analysis of quality assurance monitoring results.

#### **1.2 PERFORMANCE MANAGEMENT APPROACH**

1.2.1 The performance-based PWS structures the acquisition around "what" service is required as opposed to "how" the contractor should perform the work. This QASP will define the performance management approach taken by the FCC to monitor, manage, and take appropriate action on the contractor's performance against expected outcomes or performance objectives communicated in the PWS. Performance management rests upon developing a capability to review and analyze information generated through performance metrics. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management. The data generated in a performance management approach provides information that indicates whether or not expected outcomes for required services are being achieved adequately by the contractor.

1.2.2 Performance management also represents a significant shift from the more traditional Quality Assurance (QA) concepts in several ways. Performance management focuses on assessing whether or not outcomes are being achieved and migrates away

from scrutiny on compliance with the processes and practices used to achieve the outcome. The only exceptions to process reviews are those required by law (Federal, State, and local) and compelling business situations such as safety and health. An outcome focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved at the desired levels of performance.

### **1.3 PERFORMANCE MANAGEMENT STRATEGY**

1.3.1 The contractor's internal quality control system will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, and other performance requirements in the PWS. The contractor will utilize its internal quality control system to assess and report its performance to the designated Government representative.

1.3.2 The Government representative will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The Government will make decisions based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

### **2.0 ROLES AND RESPONSIBILITIES**

2.1. The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration and cost control; and resolving any differences between the observations documented by the Contracting Officer's Technical Representative (COTR) and the contractor's performance.

2.2 The CO will designate one full-time COTR as the Government authority for performance management. Additional representatives, called "Technical Inspectors," may be assigned to monitor compliance with this contract as deemed warranted by the CO and the COTR. The number of any Technical Inspectors shall depend upon the complexity of the services measured as well as the contractor's performance.

2.3 The COTR is responsible for monitoring, assessing, and communicating the technical performance of the contractor and assisting the contractor. The COTR will have the responsibility for completing QA monitoring forms (refer to Attachment II) used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the Inspection of Services clause for any service relating to the contract.

### **3.0 IDENTIFICATION OF SERVICES TO BE PERFORMED**

The contractor shall provide TRS Fund Administration service support in accordance with the PWS. The performance standards are established in the paragraph of the PWS

that covers the specific category of work. The acceptable level of performance is set in the acceptable quality level related to that paragraph.

#### **4.0 METHODOLOGIES TO MONITOR PERFORMANCE**

4.1 In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are reports and feedback from interaction between the contractor and the Government, its representatives, and employees. The Government will use appointed representatives, as well as reports and input from other government employees, individuals, and entities that interact with the contractor within the bounds of the contract as sources of comments on the contractor's performance.

4.2 The contractor is expected to establish and maintain professional communication between its employees and the Government, its representatives, and employees. The primary objective of professional communication between employees and customers is Government satisfaction. Complaints received by the contractor shall be investigated and addressed in a timely manner.

4.3 The acceptable quality levels (AQL) located in Attachment 1, Required Performance Metrics Table, for contractor performance, are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. For two (2) of the activities, the desired performance level is established at one hundred percent (100%). The other levels of performance are established at percentages somewhat less than 100%. All are keyed to the relative importance of the task to the overall mission performance.

#### **5.0 QUALITY ASSURANCE REPORTING**

5.1 The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and measured by the required performance metrics in Attachment I.

5.2 The Government's QA monitoring, accomplished by the COTR (and others as designated) will be reported using the monitoring forms in Attachment II. The forms, when completed, will document the COTR's understanding of the contractor's performance under the contract to ensure that the PWS requirements are being met.

5.2.1 The COTR will retain a copy of all completed QA monitoring forms.

#### **6.0 ANALYSIS OF QUALITY ASSURANCE MONITORING RESULTS**

6.1 The Government shall use the observation methods cited to determine whether the AQLs have been met. The Government's evaluation is then translated into the specific negative incentives that cause adjustments to the contractor's monthly payments.

6.2 At the end of each month, the COTR will prepare a written report for the CO summarizing the overall results of the quality assurance monitoring of the contractor's performance. This written report will include the contractor's submitted monthly progress reports, and the completed Quality Assurance Monitoring Forms (Attachment II) will

become part of the QA documentation. Other requirements pertaining to these written reports (such as format and content) will be determined and established after contract award, with input from the contractor.

6.3 The CO may require the contractor's project manager, or a designated alternate, to meet with the CO and other Government personnel as deemed necessary to discuss performance evaluation. The COTR will define a frequency of in-depth reviews with the contractor, however if the need arises, the contractor will meet with the CO as often as required or per the contractor's request. The agenda of the reviews may discuss:

- Contractor performance measured by the metrics and trends
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trend
- Recommendations made by the COTR based on contractor information
- Issues arising from independent reviews and inspections

6.4 In addition to QA monitoring, the COTR will use the information contained in the contractor's monthly progress report to assess the contractor's level of performance for each objective measured in this QASP (detailed in Attachment I). The COTR must coordinate and communicate with the contractor to resolve issues and concerns of marginal or unacceptable performance. The contractor will discuss with the CO/COTR satisfaction ratings receiving a "less than acceptable" rating. For such cases, the contractor should highlight its perspective on these issues and present plans to adjust service levels accordingly to bring the satisfaction rating up to an acceptable level.

6.5 The CO/COTR and contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the CO.

## **7.0. FAILURE TO PERFORM**

7.1 The contractor may receive deductions or even termination based on failure to perform. The following criteria apply for determining appropriate action:

1. **Notifications.** Consistent with FAR Part 49, the CO shall notify the service provider of failure to meet standards through QA monitoring forms, cure notices, or show cause notices and shall inform the service provider project manager or designated alternate of such notices.
2. **Deductions.** The Government has the right to withhold a percentage of payment of the monthly cost for performing particular services based on failure to meet performance standards. The percentage of such withholding is identified in the Required Performance Metrics (RPM) Table of Attachment I.
3. **Termination.** If the CO determines that the contractor has failed to perform to the extent that a termination for default is justified, the CO shall issue a notice of termination, consistent with FAR Part 49.

## ATTACHMENT I

### REQUIRED PERFORMANCE METRICS (RPM) TABLE

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Monthly, Quarterly and Annual Reports on Fund Status and Operations	Reports submitted no later than the due dates	100%	Reports, regulatory &/or industry complaints, and/or evaluations	Invoice deduction of \$500 for each report delivered late
Audit Plans and Audit Reports of Providers	Audit Plans are submitted in accordance with prescribed timelines.	100%	Reports, regulatory &/or industry complaints, and/or evaluations	Invoice deduction of \$500 for each audit plan submitted late
Independent Audit of the TRS Fund	Audits are conducted in accordance with prescribed timelines.	100%	Annual Audit Reports	Invoice deduction of \$500 for each audit conducted late
Ratemaking and Contribution Factor Responsibilities	Proposed compensation rates, Fund size, and contribution factor are calculated and proposed in accordance with prescribed timeliness, and accurately reflect underlying data.	100%	Reports and/or evaluations	Invoice deduction of \$500 for each late deliverable
Timeliness and accuracy of payments	Payments of monies are executed pursuant to prescribed requirements, are supported by the data submitted by the providers, are the correct amounts, and are consistent with the Improper Payments Information Act	98%	Audits & reports	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date
Timeliness and accuracy in collections	Collection of monies shall be executed pursuant to prescribed requirements, are supported by the data, and are in the correct amount	98%	Audits & reports	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date
Collecting and Reviewing cost and demand data from Providers	Timely and complete collection of data pursuant to prescribed requirements	98%	Audits & reports	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date

