**Quality Assurance Surveillance Plan (QASP)**

FY 23 TIMBER STAND IMPROVEMENT & OAK RELEASE CONTRACT – FINGER LAKES NATIONAL FOREST

**Introduction**

This plan describes the methods used to measure performance and evaluate whether the contractor is meeting the performance standards identified in the PWS.

**QASP Revisions**

The Contracting Officer Representative (COR) may make revisions or changes to the QASP procedures and surveillance methods or increase or decrease the degree of surveillance methods at any time during the contract performance period. Changes to the Metric must be incorporated into the PWS and QASP by a bilateral modification to contract that is issued by the Contracting Officer (CO). A copy of the QASP is provided to the contractor to enable the contractor to enhance its Quality Control (QC) program to perform in accordance with its Quality Control Plan (QCP).

**Surveillance of Performance Progression**

As the performance period progresses, the levels of surveillance may be altered for service areas where performance is either consistently excellent or unsatisfactory. If consistently good performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

**QASP Relation to the QCP**

The contractor’s QC program and the residual organization’s QASP should be complementary programs that ensure successful contractor performance.

**Performance Standards and Acceptable Quality Levels (AQLs)**

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as “defects” on the part of the Contractor. The Contractor shall be responsible for all identified defects and may be required to perform the work at no cost to the government. The AQLs take into account that in some instances an allowable level of deficiencies (deviations) is possible while overall performance continues to meet the government’s desired level of service.

The COR or inspector will make visual inspections of each project area to check for compliance with contract specifications. The COR may make random or scheduled inspections. In addition to the Special Requirements section, the following items will be considered as being in non-compliance:

* Specified trees cut: 95% of work accomplished for each item should include all specified trees cut as specified.
* Slash treatment not complete: 95% of completed work for each item should include proper treatment.
* Stump height and criteria: 95% of completed work in each item shall exhibit stumps of the heights and criteria as specified in the specifications.
* Selection and Protection of reserve or crop trees: 95% of completed work in each item shall exhibit only the specified items cut, 95% of suitable crop trees selected and released.

**Allowable Deviation**

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

**Substantially Complete**

In some cases, service outputs are evaluated using subjective values (e.g., excellent, satisfactory, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of “substantially complete” should be the basis for inspections based on subjective scales. Work is considered “substantially complete” where there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

**Non-Performance**

Non-performance occurs when the contractor’s performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements, and therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the contractor's service output is not in compliance with the contract requirements, the Contracting Officer’s Representative (COR) must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the contractor, the contractor is responsible for correction of the problem at no additional expense to the Government.

**Documentation**

Documentation of work non-performed or unacceptable work is essential for tracking Contractor performance. The COR will document deficient work by compiling facts describing the inspection methods and results and to substantiate nonconformance with the contract. A sample documentation reporting form is provided in Appendix 1 – Inspection Report. The documentation, with any recommendations, will be forwarded to the CO. In the case of the Contractor, the COR will decide whether to elevate the problem to the CO for corrective action.

**Remedial Actions**

The Federal Acquisition Regulation allows for penalties in the event that the Contractor fails to perform the required services. Penalties are defined as those actions taken under the direction of the CO against the contractor within the general provisions of the contract for nonconformance to the PWS and PRS.

**CONTRACTOR RESPONSIBILTY**

The Contractor is responsible for delivering products or services in accordance with the contract. Implementing its QCP, which describes the Contractor’s methods for ensuring all products and services under the contract meet established performance standards and AQLs. Maintaining, and providing for audit, quality control records and reports and all records associated with the investigation and complaint resolutions. Appointing a single quality control point-of-contact to act as a central recipient of communication from the COR or CO.

**GOVERNMENT RESPONSIBILITY**

**Contracting Officer (CO)**

The CO is responsible for administering and monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by COR and the contractor’s performance. The CO may delegate various day-to-day contract administration duties to an Administering ACO (ACO) and/or the COR for performance management and administrative actions such as invoice approval and issuance of Contract Discrepancy Reports may be, and normally are, delegated by the CO to the COR. The CO shall approve any revisions to the QASP processes or standards.

**Contracting Officer Representative (COR)**

The COR, is designated in writing, by the CO. The COR will ensure that the QA function is properly executed, plays a key role in contract administration, and performs the contract surveillance and monitoring. Some key contract administration duties include, but are not limited to, performs surveillance as required by this QASP; make recommendations to the CO for issuance of Contract Discrepancy Reports or letters of commendation and acceptance or rejection of completed work and for administrative actions based on unsatisfactory or non-performed work, and revisions or changes to the QASP; and assists the CO in identifying necessary contract modifications and preparing reports of Contractor performance and cost.

The COR may use the form(s) included in the Appendices to perform the inspection or other forms as approved by the CO. The Contractor overall guidance is also provided by FAR clause 48 CFR § 52.246-4.

**SURVEILLANCE METHODS**

The surveillance methods used in the QA process are the Government’s tools to monitor the Contractor’s products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor’s service products and analyze the results. Further, documented inspection results are an effective tool in contract administration that can confirm the successful achievement of all performance requirements or highlight areas where defects exist, and improvements are necessary.

**Periodic Sampling**

During work on a payment item, the COR may complete random and periodic samples. These samples are used to determine that compliance with Felling, Slash, Item Supplemental, and Special Requirements are being met. These inspections will consist of walk-through observations. Any deviation from contract provisions will be noted during these inspections.

**Random Sampling**

Prior to accepting completion of an item, the item will be sampled by the COR for completion. The inspection will consist of a walkthrough of the contract item. Plots, 1/8th acre in size will be sampled in items randomly. The number of plots in each item will comprise a minimum of 10% of a treatment area less than 20 acres or 5% of a treatment area of a treatment area in excess of 20 acres. Plots will assess compliance with performance standards within the plot area. A plot that contains a measure that is out of compliance will be tallied as a non-compliance for the performance standard determined to be out of compliance.

**ANALYSIS AND RESULTS**

**Periodic Sampling**

If the COR notes more than three instances of discrepancies in performance requirements during periodic samples or determines that the contractor’s work may lead to unsatisfactory performance, the COR will notify the CO and contractor’s field representative. The CO may request that work stop until the contractor develops a plan to correct the discrepancies.

**Random Sampling**

To determine the frequency of any observed deficiencies, any defect observed on a plot is totaled and is divided by the number of plots sampled, and then multiplied by the plot factor of 8. The quotient is multiplied by a factor of 100 to obtain the percent deficient.

[De / (number of plots \* 8)]\*100

For example, 4 missed cut trees were observed in a unit that had 11 plots. This results in a total deficiency of 4 which when divided by 88 (the number of plots multiplied by the plot factor) and multiplied by 100 results in a deficiency of 4.5%.

[4 / (11 \* 8)] \* 100 = 4.5%

This subitem would meet standards because the percentage of deficiency does not exceed 5%. Items that meet the minimum required performance standards will be measured as successful and will be accepted. Items that fail to meet the minimum required performance standards will be measured as unsuccessful and will not be accepted.

Items that are not accepted can be reworked and reinspected in instances where the deficiency is correctable. In instances where items cannot be reworked (for example crop trees or reserve trees have been irreversibly cut) a 2% disincentive will be subtracted from the total value of the item. Disincentives are summative by performance requirement measures. For example, a 2% disincentive in three performance requirement measures would result in a 6% deduction from the value of the item.

If the contractor’s performance on an item falls below the 80% threshold for performance measures, the work must be reworked. If the contractor’s performance on an item falls above the 80% threshold for performance measures but below the 95% threshold, the contractor may elect to rework the item until the performance measure is acceptable or opt to accept payment for the item with a 2% disincentive subtracted from the total value of the item for each performance measure which falls below the 95% threshold.

**Appendix 1 – Inspection Report**

**CONTRACT NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ITEM NUMBER**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **INSPECTION NUMBER:\_\_\_\_\_\_\_\_\_\_**

**SURVEILLANCE METHOD:**

❒ Periodic Sampling ❒ Random Sampling **ITEM SIZE:**\_\_\_\_\_\_\_\_ **SAMPLE SIZE REQUIRED:** \_\_\_\_\_\_\_

**PLOT RECORD OF PERFORMANCE REQUIREMENT MEASURE DEFICIENCES**

|  |  |
| --- | --- |
|  | PERFORMANCE REQUIREMENT MEASURE |
| PLOT NO. | Specified trees cut | Slash treatment complete | Stump height and criteria met | Crop and reserve tree selection and protection met | Special Requirements met |
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| **TOTAL DEFICIENCES** |  |  |  |  |  |
| **PERCENT DEFICIENT** |  |  |  |  |  |

❒ Meets Standards ❒ Does Not Meet Standards

COR/Inspector Comments:

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COR/Inspector Signature: \_\_\_ Date: \_\_