



### CONTRACTOR PAST PERFORMANCE EVALUATION

4/10  
1/4  
A8

#### Contract Information

Contract Number SAQMPD05D1099 Dollar Value \$1,200,000,000.00

Contractor Name DynCorp, International

Division/Contracting Office DS/OPO/HTP and A/LM/AQM

Contract Start Date (mm-dd-yyyy) 06-22-2005 Contract End Date (mm-dd-yyyy) 12-21-2010

Type of Contract (FP, GPPF, TM, etc.) IDIQ with Firm Fixed price and Cost Reimbursable elements

Type of Award (SBSA/8(a), IFB, Negotiated, Competitive/Noncompetitive) Competitive

Subject of Contract Worldwide Personal Protective Services (WPPS II)

#### Ratings Information

Quality - Numerical Rating (Low 0 - High 5) Narrative: <input type="checkbox"/> 2	Timeliness of Performance - Numerical Rating (Low 0 - High 5) Narrative: <input type="checkbox"/> 2
Cost Control - Numerical Rating (Low 0 - High 5) Narrative: <input type="checkbox"/> 2	Customer Satisfaction - Numerical Rating (Low 0 - High 5) Narrative: <input type="checkbox"/> 1
Business Relations - Numerical Rating (Low 0 - High 5) Narrative: <input type="checkbox"/> 2	Would you recommend that the contractor be used again? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Narrative:

#### Key Personnel

Name Pat Dobson Title LPMO Start Date 09-12-2007 End Date \_\_\_\_\_ Rating (0-5)  2  
*(mm-dd-yyyy)* *(mm-dd-yyyy)*

Name \_\_\_\_\_ Title \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Rating (0-5)   
*(mm-dd-yyyy)* *(mm-dd-yyyy)*

Name \_\_\_\_\_ Title \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Rating (0-5)   
*(mm-dd-yyyy)* *(mm-dd-yyyy)*

Name \_\_\_\_\_ Title \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Rating (0-5)   
*(mm-dd-yyyy)* *(mm-dd-yyyy)*

COR/Program Officer Name Jan D. Abbott Title \_\_\_\_\_

#### Reviews

Contracting Officer Name/Title Vince Chaverin, CG *8/9/10*

Date Signed (mm-dd-yyyy) 8-9-2010 Phone/Fax/E-Mail 703-875-6645

#### Response Information

Date Review Sent (mm-dd-yyyy) \_\_\_\_\_ Response Date (mm-dd-yyyy) \_\_\_\_\_ Receive Date (mm-dd-yyyy) \_\_\_\_\_

#### Contractor Review Comments

Respondent \_\_\_\_\_ Phone/Fax/E-Mail \_\_\_\_\_

Reviewed at Level above Contracting Officer?  Yes  No Date (mm-dd-yyyy) \_\_\_\_\_

Name/Title \_\_\_\_\_ Phone/Fax/E-Mail \_\_\_\_\_

Comments \_\_\_\_\_

CONTRACTOR PAST PERFORMANCE

SAQMPD05D1099

Jan D. Abbott, DS/OPO/HTP / COR

Covering the period: 25 November 2009 – 7 July 2010

QUALITY:

Under Task Order 11 (Pakistan), DynCorp, International (DI) entered into a sub-contract with a Pakistani provider of security services to provide specified support services to the Task Order. One key requirement of DynCorp's contractual obligation to the Program Office was to provide all licenses and permits required by local law for the operation of specified security services in Pakistan. When the local sub-contracting company, chosen by DI, ultimately proved incapable of providing promised services, the Task Order stopped performing and remains in abeyance to date. Pakistani investigators allege that the local sub-contractor fabricated critical information on weapons permit applications to the host government. This charge has provoked Pakistani legal proceedings against the company, cast a shadow on the process of the contract and created an element of suspicion that continues to taint the embassy to this day. The interruption in Task Order services can be traced to DI's choice of the local sub-contractor and/or DI's oversight of the sub-contractors performance. In November 2009, DI notified the Program Office of a self-declaration of possible violation of Foreign Corrupt Practices Act (FCPA) legislation to the Securities and Exchange Commission and the Department of Justice. During a December 2009 meeting with the Program Office discussions with DI revealed that they had been aware of the possible violations for several months, but had chosen to not notify the Department of the fact. Additionally, when DI sent Independent Counsel to Pakistan in an attempt to investigate the possible violations, prior to notifying the Department, they specifically opted to misrepresent the reason for their visit to Embassy officials, rather than reveal the possible breach of FCPA regulations. To date, Task Order 11 remains non-performing.

The broadly de-scoped Task Order 15 still contains requirements for one wet leased fixed-wing asset and this element has run smoothly with the operational rate near 100%. The South Fingers, North Finger, Sather LSA and Tallil LSA are considered high quality construction. All were being built in record time, constrained only by efforts outside of the contractor's control, once the project began.

#### COST CONTROL:

The review of all invoices under the WPPS-II program is subject to close scrutiny by the Program Office. The Program Office has developed a process by which it "short pays" invoices that contain mathematical errors or unallowable costs subject to the terms and conditions of the contract. From November 2009 through May 2010 the total amount of billed costs not approved for payment under this process was \$97,348.

Various reports received from the Defense Contract Audit Agency (DynCorp International Resident Office) in 2009 and 2010, have reported that the contractor's Estimating, Control Environment and Overall Accounting Controls, Labor, and Billing systems are inadequate due to significant deficiencies noted by DCAA in these systems. As a result of the audit information, the Program Office has invested additional time and effort in the examination and review of each DynCorp invoice thereby measurably increasing the workload of the Program Office.

In addition, as a result of findings on May 14, 2010 from the Defense Contract Management Agency regarding its Contractor Purchasing System Review (CPSR), the Corporate Administrative Contracting Officer has withdrawn his approval of the contractor's purchasing system. The Contracting Officer and Program Office have therefore increased their efforts in the review and approval of all proposed subcontracts under the WPPS-II contract.

#### BUSINESS RELATIONS:

When DI's first Pakistani sub-contractor proved incapable of performing as required and DI sought to sever the relationship, a new local sub-contractor was sought. Even accounting for the difficulties dealing with the Pakistani bureaucracy, the process proved time-consuming and overly complicated. Moreover, in the absence of regular status updates, the Program Office was obliged to remain in almost daily contact with DI and ultimately required daily status reports. When DI was ready to enter into a contract with the new company, DI attempted to caveat the relationship and the future success of their contractual responsibilities on US Government intervention at multiple levels before signing the contract. Additionally, when finally approaching the Government with the required new subcontractor DI initially sought additional funding for a variety of costs they portrayed as new and did not reverse their position until the Program Office called a meeting at which we made DI's contractual obligations the center focus. When we pointed out to DI that these requirements were not new and were required

per the competitively awarded task order's requirements, they continued to delay final signing for several weeks.

#### TIMELINESS OF PERFORMANCE:

To date, Task Order 11 is still not performing, significantly limiting the ability of Peshawar Consular officials to move about the city and perform their official duties. In light of DI's absence from this Task Order, the Department has been obliged to fill a limited number of positions with organic resources – a serious burden on our limited staff and a financial burden that has mounted to \$930,928 in additional costs between 1 October 2009 and 31 July 2010, exclusive of salaries.

The significantly reduced Task Order 15 still contains elements that are running smoothly with the operational rate near 100%. Facilities construction has occurred on or ahead of schedule.

#### CUSTOMER SATISFACTION:

It is incumbent upon the Program Office to ask the right question, to insist upon a complete answer, to suggest the appropriate course(s) of action and to verify every statement and invoice submitted. Stumbles on two major task orders, which constituted the majority of the business this Program Office had with DI, constitute the majority of this review of the company. Inaccurate or disputed billing has consumed significant time on the part of our invoice review personnel. DCAA Audits of DI business practices have resulted in additional constraints imposed on this Program Office in the review of invoices and contractual agreements.

#### WOULD YOU RECOMMEND THAT THE CONTRACTOR BE USED AGAIN:

Considering the totality of the reasons noted above, this Program Office cannot recommend working with DynCorp International. Operational elements of Task Orders 9 and 11 (Irbil and Pakistan) have been of consistently high quality, but interface with the domestic administrative and managerial elements is time-consuming and complicated and requires constant vigilance.