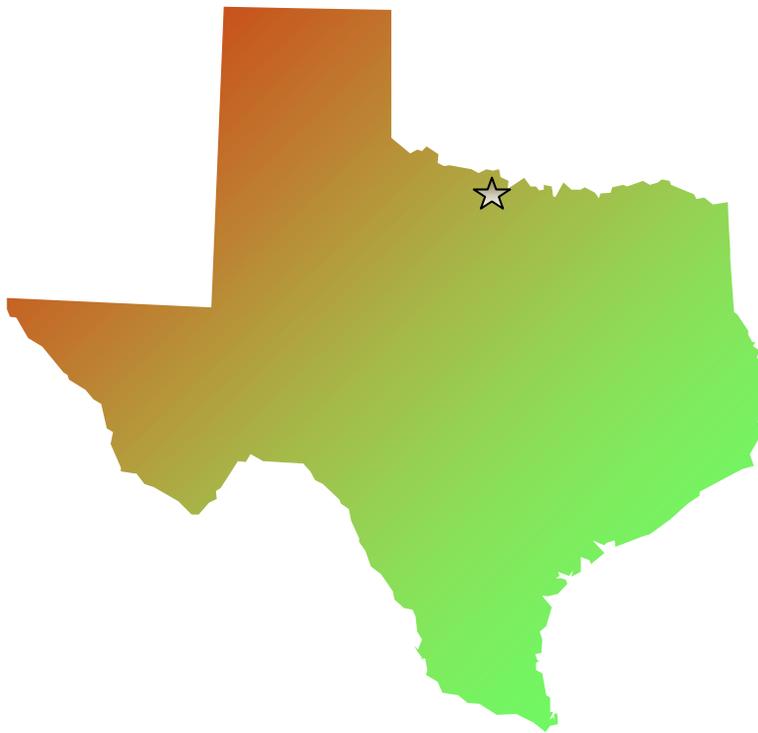


**Contracting Officer/Administrator's  
Quality Assurance Program  
GUIDEBOOK**



**82d Contracting Squadron  
Sheppard AFB TX**

## **THE QUALITY ASSURANCE PROGRAM**

**The objective is simple; to assure that the Air Force pays only for services received. This is accomplished by a fair and systematic evaluation of the contractor's total performance throughout the performance period.**

**The key players in the Quality Assurance Program are:**

**Contracting Officer/Administrator (CO/CA)**

**Contracting Officer's Representative (COR)**

**COR Supervisor (may also be Functional Commander/Director, FC/FD)**

**Quality Assurance Program Coordinator (QAPC)**

**Contracting Squadron Commander (CONS/CC)**  
**(See MP5346.103 Contracting Office Responsibilities)**

**The Contractor (after award)**

## **Background & Applicability**

*“Services acquisition is not about awarding a contract; it’s about acquiring performance results that meet performance requirements needed to successfully execute an organization’s mission.... Traditional acquisition methods have used the term ‘quality assurance’ to refer to the functions performed by the government to determine whether a contractor has met the contract performance standards.”*

*-DoD Guidebook for the Acquisition of Services, 20 July 11*

MP5346.103 Contracting Office Responsibilities (21 April 2011) established mandatory procedures (MP) to be used when awarding services acquisitions exceeding the Simplified Acquisition Threshold (SAT, currently \$150,000.00).

MP5301.602-2(d), Designation, Assignment, and Responsibilities of a Contracting Officer’s Representative (COR), also released 21 April 2011, established MP for standardizing the Air Force (AF) contracting process regarding designation, assignment, and responsibilities of a Contracting Officer’s Representative (COR) and is used when awarding services acquisitions exceeding the SAT.

While 10 U.S.C. 2330 exempts services relating to research and development and military construction from the term “contract services”, the Contracting Officer (CO) may still elect to use the procedures in these MP for these services.

### **Nomination & Designation of Contracting Officer’s Representatives (CORs)**

Well-trained, knowledgeable and highly motivated CORs are essential to ensure the Government receives a quality product from our service contracts. COR Supervisors (who may be known as Functional Commanders/Directors (FC/FD)) are responsible for nominating properly trained and experienced CORs for the requirement (see DFARS 201.602-2 and MP5301.602-2(d)).

CORs should be appointed as early in the acquisition cycle as possible, as they must be trained and designated prior to contract award and may even have to participate in requirements definition (that is, the Performance Work Statement (PWS)/Statement of Objective (SOO)/Statement of Work (SOW)) and Quality Assurance Surveillance Plan (QASP, formerly known as Performance Plan (P-Plan)) activities well before award.

### **COR Nomination & Designation**

Based on the CO's determination of type work/requirement (and DFARS PGI 201.602-2), the CO determines if a COR (or multiple or alternate COR) are required to assist in technical monitoring or administration of the contract. If yes, the CO must notify the requiring activity of the need for COR support and complete and forward the Request for COR Support Template (IAW MP5301.602-2(d)) to the requiring activity. (See DFARS PGI 201.602-2 for details and requirements on when a COR is not required.)

After receipt of the COR nomination package(s) from requiring activity (see COR Nomination Template, MP5301.602-2(d)), the CO must determine if the prospective COR is "Qualified and acceptable" or "Unqualified or unacceptable". If unqualified or unacceptable, the CO must identify specific deficiencies, notify the requiring activity, and request additional information or a new COR nomination.

### **COR Responsibilities and Qualifications**

- The COR initiates the request for required COR training/COR refresher training to ensure required training is completed prior to contract award IAW OUSD (AT&L) Memorandum, March 29, 2010.
- COR participate, as requested, in requirements definition/pre-award activities, and ensure their participation COR duties are properly addressed in their annual performance appraisal.
- COR provide reports on contract performance to the CO. (See the specific contract QASP for that contract's surveillance/reporting requirements.) If advised by the CO that reports are inadequate, ensure follow-on reports address issues expected by CO.

- COR establish and maintain a COR file in accordance with DFARS PGI 201.602-2(ii) and MP5301.602-2(d)
- COR Remain abreast of changes to terms and conditions of the contract resulting from contract modifications.
- COR Perform only those duties/responsibilities delegated by the CO in the CO's Designation Letter. They must not appoint, delegate, or re-delegate COR duties/responsibilities to another individual. Only a CO may designate a COR and delegate duties/responsibilities to a COR.
- Additionally, CORs must provide information necessary to assess actual or potential personal conflicts of interest and immediately notify the CO if subsequent situations arise.
- If circumstances change and there is a reasonable expectation that the designated COR cannot perform effectively, (e.g., personal conflict of interest, change in assignment), the COR must notify the CO and COR management and request the CO terminate the COR Designation and take action to designate a successor COR.
- When advised by the CO or COR management that COR designation will be terminated, the COR ensures reports/records are made available to the CO, COR management, and a successor COR, if one is designated by the CO.
- COR must obtain and maintain technical competency in the functional area surveyed
- COR perform surveillance in accordance with the contract QASP
- COR perform documentation requirements as required by the contract
- COR certify acceptance of services in manner prescribed by the Contracting Officer (see **MP5301.602-2(d)**)

## **COR Training**

Before performing surveillance and acceptance of services on a contract a COR must be properly trained and designated. To state it broadly, COR

training consists of *Baseline COR training*, *CO/QAPC Led COR training*, and *refresher training*.

**Baseline COR training** per OUSD (AT&L) Memo dated 29 March 2010 - During the acquisition planning process, the CO determines the nature of the work/requirement (Type A, B, or C) as specified in OUSD (AT&L) Memorandum, 29 Mar 10, “DoD Standard for Certification of Contracting Officer’s Representatives (COR) for Service Acquisitions.” The acquisition may be either:

- Type A: fixed-price, low performance risk requirements;
- Type B: other than fixed-price, low performance risk requirements;  
or,
- Type C: unique requirements that necessitate a professional license, higher education, or specialized training.

IAW In accordance with the OUSD (AT&L) Memo, the COR candidate must then receive online Defense Acquisition University (DAU) training according to the CO’s determination of the type of requirement.

For type A requirements the COR candidate must complete:

- DAU CLC 106, Contracting Officer’s Representative (Basic)
- DAU COR 206, COR in a Contingency Environment (if the COR will deploy)
- CLM 003, Ethics Training for Acquisition Technology and Logistics
- Joint Ethic Regulation DoD 5500.7-R (review/understanding of regulation)
- Additional Training as required by CO (for example, Wide-Area Work Flow (WAWF) training)

For Type B and C requirements, the COR candidate must complete all of the above also, with the exception of CLC 106. Due to the increased contract complexity the COR candidate instead completes the much more extensive DAU COR 222 Contracting Officer’s Representative Course.

## CO or QAPC Led COR Training

Contract quality assurance program training is described in MP5301.602-2(d) as “CO or QAPC Led Training”. It may indeed be administered by the CO in a “table-top” setting; however, at Sheppard AFB it is regularly provided by the QAPC.

The QAPC generally offers this overview quality assurance program training (replacement for the old “Phase I” QA training) monthly in a more traditional classroom training setting which allows for the training of multiple COR candidates from the broad spectrum of 82 CONS service contracting teams, covering multiple contracts.

Regardless of the provider, this training consists at a minimum of the following:

- Duties/responsibilities to be delegated;
- Importance of COR performance;
- Personal conflicts of interest and potential conflicts of interest;
- Unauthorized commitments;
- Ethics/integrity in relationships with the CO, COR management (e.g. COR Supervisor, Functional Commander/ Directors (FC/FD), and the contractor; and,
- Discussion of the Seven Steps to the Services Acquisition Process at: <http://sam.dau.mil>

“**Contract-specific training**” may be conducted by either the CO or the CO’s designee -that is, **the contract administrator (CA)** - and must consist at a minimum of the following, again, *prior to contract award*:

- A discussion of the contract, performance work statement, and quality assurance surveillance plan;
- An awareness of any areas in the contract susceptible to fraud, waste, and abuse; and,
- Creation, maintenance, and submission of all quality assurance documentation and contractor performance assessment information

required by the contract and applicable regulations. (See **MP5301.602-2(d) and 82 CONS Contract-specific Training template (attached) for further details**)

It must be emphasized that it is necessary to ensure that the COR has a proper understanding of surveillance requirements under their respective contracts.

**Refresher Training** – COR receive refresher training IAW the nature of the work/requirement (Type A, B, or C) as specified in [OUSD \(AT&L\) Memorandum, 29 Mar 10](#), “DoD Standard for Certification of Contracting Officer’s Representatives (COR) for Service Acquisitions.”

## **CO/CA Assessment of COR Performance**

This assessment (a.k.a. surveillance) is based on the contract and respective QASP’s requirements. If for example, the QASP responsibilities section states that the CA will assess the COR quarterly, then you must assess the COR *at least* quarterly, and document this in the contract file.

Remember you are assessing the COR not the contractor.

Ensure the COR is performing surveillance IAW the QASP requirements. For instance, many QASP require that the COR submit a monthly report to the CO, CA and others as specified. If this is the case, the COR and CO/CA (and FC/FD if applicable) must see to it that these reports are accomplished.

The COR must inspect the contractor by watching actual task performance, physically checking an attribute of a completed task or using management information reports. The COR is to be fair, objective and consistent in evaluating the contractor’s performance against the contract standards.

Ensure the COR is documenting the surveillance. The COR must document surveillance as it is accomplished. The COR must explain any deficiency in a specific and concise manner, using the objective approach, setting forth the date and time the defects were found and specific instances of nonconformance. Each time the COR documents surveillance it must include such items as:

Contract Number  
Services summary (SS)/ Number/Required Service  
Method of surveillance  
Date, time and location  
Surveillance results  
Time and date of inspection and whether acceptable/unacceptable  
COR Signature

As tasked in the QASP, the QAPC may also assess the CA/CO as they are performing their surveillance of the COR. (Sometimes humorously referred to as “The watcher (QAPC) watching the watcher (CA) watch the watcher (COR)”.) If so configured, it is the CA/CO responsibility to document this assessment by the QAPC in the individual contract file.

There is nothing more important than documentation, which supports the COR assessment of the contractor and the CA assessment of the COR.

### **Providing “Quality” COR Performance**

- Ensure COR candidates have experience in the technical area and that they have received required training to accomplish assigned duties. Their nomination document from their supervisor must state as much.
- Review the COR surveillance techniques and job performance at least annually to ensure compliance with contract requirements
- Accomplish a review of all contracts, surveillance plans, directives and modifications regularly and execute a complete review at least annually to ensure requirements were updated accordingly
- Be actively involved with your COR
- During your assessment process you will want to periodically check the COR files for such documents as:

- COR appointment letter
- A copy of the contract and all its modifications
- Copies of receiving documents
- Copies of contract discrepancy reports
- Contractor’s Quality Control Plan, if applicable
- Copy of funding documents

- Records of inspections/surveillances
- Copies of any test/analysis required by contract
- Copies of any other contract required documents

**Disposition of COR files** – this must be IAW contract provisions. All contract records/files maintained by the COR must be forwarded to the contracting office for retention as required in the contract.

## **The Performance Work Statement (PWS) and the Quality Assurance Surveillance Plan (QASP)**

**Preparation of a new PWS/SOW/SOO** is best accomplished through a team effort. Requirements over the SAT require a multi-functional Team (MFT) be utilized. The purpose of the team is to streamline the development process by “getting everyone in the same room at the same time” and by facilitating the identification and solution of problems by the team’s various functional specialists as soon as possible.

The requiring activity is responsible for delivering draft versions of the PWS/SOW/SOO and QASP with the assistance and advice of the Contracting Office. A requirements package for a services contract consists of a PWS/SOW/SOO and a QASP in addition to a purchase request, government cost estimate and any other locally required documents.

Your functional expert (who is generally the COR and will become a member of the MFT) will assist in the development of the PWS/SOW/SOO and QASP. The CO, COR and QAPC must approve all PWS/SOW/SOO and QASP before they are accepted for contracting action.

Prior to submitting a new requirements package, the requiring activity should solicit the aid of the respective contracting officer, for the purpose of convening the team. At a minimum, the team will consist of the CO, the Contract Administrator, QAPC and functional area expert (that is, the COR). See 82 CONS MFT Guidebook for further details.

Contract administration is based on minimum surveillance that adequately ensures quality and timely performance of contract requirements and provides corrective measures if performance standards are not met.

**The QASP** describes how government personnel will evaluate and assess contractor performance. It is intended to be a “living” document that should be revised or modified as circumstances warrant. It’s based on the premise that the contractor, not the government, is responsible for delivering quality performance that meets the contract performance standards.

The purpose of the QASP is to provide a planned process for surveying the contractor’s actual performance and comparing that performance against the contractual requirements. The QASP should provide the COR with information that he or she can identify acceptable and unacceptable performance.

The QASP should

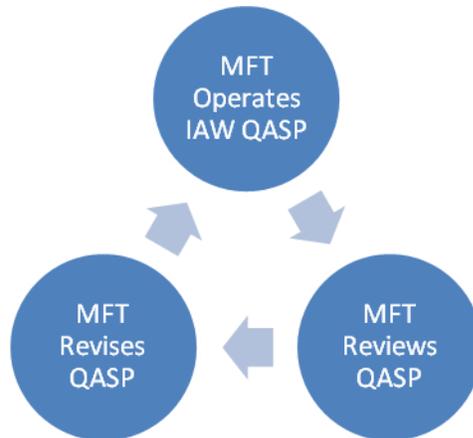
- Clearly define COR responsibilities
- Identify performance requirement items
- Identify surveillance methods
- Discuss performance ratings
- List instructions for unacceptable contractor performance

The QASP should include at least the following elements:

- Purpose
- Roles and Responsibilities
- Performance Requirements and Assessments
- Performance Reporting

**Surveillance Scheduling** – the QASP may require that COR develop a schedule of surveillance activities. A copy of the schedule must be provided to all parties before the period of surveillance begins IAW the QASP. Computer generated schedules or locally devised schedules may be used. When the schedule is completed it must be marked “For Official Use Only”. If the schedule changes, the COR needs to provide the revised schedule as specified in the QASP.

The QASP should be continually reviewed, updated as necessary, and in turn followed, once revised and adopted by the team (see Figure 1).



**Figure 1: The Cycle of the “Living” QASP and the MFT**

### **COR Acceptance of Services –**

COR acceptance may be addressed in the QASP. Normally COR acceptance is accomplished via Wide Area Work Flow (WAWF). The COR must be properly trained and designated before performing any acceptance.

### **Contractor’s Quality Control Plan**

**Non-commercial service contracts** contain a requirement, in an Inspection of Services contract clause, for the contractor to provide and maintain an inspection system acceptable to the government. This is commonly referred to as the Quality Control Plan (QCP). The CO, in conjunction with the COR and QAPC, review the QCP for adequacy. The contracting officer will send a letter to the contractor advising him/her as to the acceptability/non-acceptability of the QCP. If the QCP is found to be unacceptable the contractor will be given a suspense date for re-submission of a revised plan.

The contractor’s QCP is very important to the success of the management processes/procedures that will be implemented to manage the contracted service. Some of the guidelines that may be helpful to you when performing this review may be

- Does the contractor’s inspection cover all services listed in the SS?
- Does the system include specifics as to the areas to be inspected on both a scheduled and unscheduled basis?
- Does the plan state the frequency of inspections?

- Are the titles and organizational placement of the inspectors identified in the plan?
- Are there control procedures for any government provided keys or lock combinations? Control procedures for management of GFE/GFP?
- Is there a method for identifying and preventing defects in the quality of service performed?
- Is there a process identified whereby the records of inspections will be made available to the government throughout the entire period of the contract – location? There should be an office of responsibility in the contractor’s organizational structure?

Could the QCP change throughout the life of the contract? Most certainly – it could change as a result of management initiatives/process improvements on the part of the contractor; it could change as a result of a contract modification – just to name a few instances.

As with the QASP, any changes in the contract must be reflected in the contractor's QC Plan. If it is revised, it must be resubmitted through the CO/CA for acceptance.

**For commercial services**, a separate Inspection of Services clause is not included and the Government relies on the contractors’ existing quality assurance system. If a quality control plan is the commercial standard for the item as indicated by market research, then the requirement for a plan should be included in the solicitation. However, as someone has said, if a quality control plan is not used in the industry a requirement for such may needlessly drive up your price.

## **Standards of Conduct**

**Due to the complexity and divergent locations of guidance, instructions, provisions, standards, etc., 82 CONS emphatically reminds all members of the acquisition team to consult with and rely on the experts in the field such as JA, the IG and AFOSI.** (JA even serves as a member of the MFT from time to time). JA POC on Sheppard AFB is 82 TRW/JAC. Also refer to the Joint Ethics Regulation DoD 5500.7-R. In particular, consult with 82 TRW/JAC to see which members of the team must submit the OGE 450 Financial Disclosure Report. Many COR are just now being drawn into this requirement.

With that caveat, you may nevertheless find the following language which we have for years provided to our customers helpful:

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In order to maintain the public confidence in the federal government process, it is necessary that government and contractor employees follow exemplary standards of conduct. There are numerous statutory and regulatory provisions giving guidance on the standards, which are expected to be followed and prescribe stringent penalties for noncompliance. The following is provided regarding issues of improper influence on government decisions and issues that require honesty and disclosure of relevant facts in dealing with the government.

### **Improper Influence on Government Decisions**

Government decisions in the procurement process must be objective in fact and appearance. Favoritism or other improper motives have no place in the award or administration of public contracts. Thus, the government has by statute and regulations prohibited activity that would improperly influence decision-making or would appear to do so. Following are areas of concern:

1. **Bribery:** a criminal offense to offer or give a bribe to a government official or for a government official to solicit or receive a bribe. To constitute bribery, the statute requires that something “of value” be given, offered, promised, solicited or received.
2. **Gratuities:** a crime when offered or given to a government official or when a government official solicits or receives a gratuity. To be categorized as a gratuity, the item being offered must be “a thing of value” and be presented with the intent of corruption.

### **Honesty and Disclosure of Facts**

One of the most important requirements of the public contracting process is that contractors and subcontractors be honest in their dealings with governmental agencies and contractors. In federal contracting this requirement is supported via a number of criminal and civil statutes imposing a variety of penalties on contractors and others who do not comply with the minimum standards of disclosure and honesty. This includes false

claims, false statements, conspiracy, noncompetitive practices and collusive bidding.

### **The Bottom Line**

As a participant in the acquisition process, you must constantly keep yourself “on guard” to improper actions or those that can be construed as such.

#### **DON'T**

- Act in any way with a contractor or contractor employee(s) that may create or imply favoritism
- Become involved in contractor-employee issues
- FOR ANY REASON socialize with contractor employees on a regular and/or personal basis
- Become involved in the hiring of new contract employees
- Solve the contractor’s problems

#### **DO**

- Give the contractor fair and equal treatment
- Avoid giving information that might provide one contractor an advantage over another or the government
- Be alert to personal relationships with contractors
- Resist the impulse to treat contractor employees as your staff
- Communicate with the contract administrator and contracting officer

4 Attachments:

82 CONS Contract-Specific Training Template

FAR 52-246-4 Inspection of Services Clause

CA COR Surveillance Template

QAPC CA Surveillance Template

**CONTRACT-SPECIFIC TRAINING**  
**Contracting Officer’s Representative (COR)/**  
**Quality Assurance Personnel (QAP)**

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Administrator (CA): \_\_\_\_\_

CA Office Symbol: \_\_\_\_\_

CA Duty Phone: \_\_\_\_\_

COR/QAP: \_\_\_\_\_ Primary or Alternate: \_\_\_\_\_

COR/QAP Office Symbol: \_\_\_\_\_ COR/QAP Duty phone: \_\_\_\_\_

**CA or Contracting Officer (CO) CHECKLIST**

|           | ITEM<br><br>Reference: AFFARS 5346.103<br><br>(NOTE: AFI 63-124 was rescinded 29 July 11 but many contracts remain that were awarded under its authority. With respect to CORs, you should follow the AFFARS as the guidance.)                                                                 | DISCUSSED                               |   |     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---|-----|
|           |                                                                                                                                                                                                                                                                                                | Indicate<br>Y (Yes)<br>N (No)<br>or N/A |   |     |
| <b>A.</b> | <b>MULTI-FUNCTIONAL TEAM (MFT) (Team members are responsible for planning the acquisition and then remain responsible for assessing contractor performance and managing the requirements over the life of the contract. The COR is usually appointed as the functional expert to the MFT.)</b> | Y                                       | N | N/A |
| (1)       | Members. (See QASP/P-Plan/charter.)                                                                                                                                                                                                                                                            | Y                                       | N | N/A |
| (2)       | Roles, responsibilities and authorities. (See QASP/P-Plan/charter.)                                                                                                                                                                                                                            | Y                                       | N | N/A |
| (3)       | Training requirements. [IAW MP5301.602-2(d) and OUSD (AT&L) Memorandum, March 29, 2010, “DoD Standard for Certification of Contracting Officer’s Representatives (COR) for Service Acquisitions.”]                                                                                             | Y                                       | N | N/A |
| <b>B.</b> | <b>CONTRACT REVIEW</b>                                                                                                                                                                                                                                                                         |                                         |   |     |
| (1)       | Contract Type.                                                                                                                                                                                                                                                                                 | Y                                       | N | N/A |
| (2)       | Review of sections of the contract.                                                                                                                                                                                                                                                            | Y                                       | N | N/A |
| (3)       | Transition & how quality assurance (QA) will be managed during transition, if applicable.                                                                                                                                                                                                      | Y                                       | N | N/A |
| (4)       | Schedule B or commercial equivalent.                                                                                                                                                                                                                                                           | Y                                       | N | N/A |
| (5)       | Contract clauses, e.g. Inspection of Services. [FAR 52-246-4 Inspection of Services – Fixed-Price; FAR 52.212-4, Contract Terms and Conditions – Commercial Items. (Ensure COR/QAP understands that services may and should be re-performed.)]                                                 | Y                                       | N | N/A |
| (6)       | Rights and remedies of Government.                                                                                                                                                                                                                                                             | Y                                       | N | N/A |
| (7)       | Special contract provisions (Section H or commercial equivalent).                                                                                                                                                                                                                              | Y                                       | N | N/A |
| (8)       | Review of Award Fee Plan, if applicable.                                                                                                                                                                                                                                                       | Y                                       | N | N/A |
| (9)       | Potential areas of fraud, waste, and abuse.                                                                                                                                                                                                                                                    | Y                                       | N | N/A |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |   |     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|
| (10)      | Payment Provisions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Y | N | N/A |
|           | (a) Do you have a password/login for Wide Area Work Flow (WAWF)?                                                                                                                                                                                                                                                                                                                                                                                                                      | Y | N | N/A |
|           | (b) Have you been trained in WAWF?                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Y | N | N/A |
|           | (c) Explanation of types of invoices. [Invoice and Receiving Report COMBO (Creates two documents, an Invoice and a Receiving Report, within one data entry session. Creating both documents at the same time, rather than separately, is recommended); Stand Alone Invoice (Creates an invoice within one data session) For Medical Stock Fund Only; Construction Invoice (Creates a 2 in 1 Invoice from a contract for construction. A Contracting Officer must review and accept)]. | Y | N | N/A |
|           | (d) Importance of timely acceptance/submissions.                                                                                                                                                                                                                                                                                                                                                                                                                                      | Y | N | N/A |
| (11)      | Performance Work Statement (PWS) with Services Summary:                                                                                                                                                                                                                                                                                                                                                                                                                               | Y | N | N/A |
|           | (a) Review of scope of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Y | N | N/A |
|           | (b) Review specific tasking and deliverables.                                                                                                                                                                                                                                                                                                                                                                                                                                         | Y | N | N/A |
|           | (c) Review Government-furnished property/services vs. contractor-furnished property/services.                                                                                                                                                                                                                                                                                                                                                                                         | Y | N | N/A |
|           | (d) Review performance goals and expectations.                                                                                                                                                                                                                                                                                                                                                                                                                                        | Y | N | N/A |
| <b>C.</b> | <b>QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) or PERFORMANCE PLAN (P-Plan)</b>                                                                                                                                                                                                                                                                                                                                                                                                        |   |   |     |
| (1)       | Contractor Management:                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Y | N | N/A |
|           | (a) Importance of documenting results of oversight/insight. (Surveillances)                                                                                                                                                                                                                                                                                                                                                                                                           | Y | N | N/A |
|           | (b) Performance objectives and performance thresholds.                                                                                                                                                                                                                                                                                                                                                                                                                                | Y | N | N/A |
|           | (c) Methods/tools/documentation for surveillance and assessment of contractor performance prescribed by QASP or P-Plan. (Customer Complaint, Periodic Inspections, etc. and explain how QASP or P-Plan may be changed if needed).                                                                                                                                                                                                                                                     | Y | N | N/A |
|           | (d) Use and verification of contractor's quality control plan.                                                                                                                                                                                                                                                                                                                                                                                                                        | Y | N | N/A |
|           | (e) Method of notifying CO of significant performance deficiencies.                                                                                                                                                                                                                                                                                                                                                                                                                   | Y | N | N/A |
|           | (f) Method of recommending improvements to PWS, QASP or P-Plan.                                                                                                                                                                                                                                                                                                                                                                                                                       | Y | N | N/A |
| (2)       | Contract Management:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Y | N | N/A |
|           | (a) Reviews required prior to execution of any options.                                                                                                                                                                                                                                                                                                                                                                                                                               | Y | N | N/A |
|           | (b) Periodic reviews to determine if contract as written meets changing mission objectives/goals.                                                                                                                                                                                                                                                                                                                                                                                     | Y | N | N/A |
|           | (c) Past performance documentation requirements [Contractor Performance Assessment Reporting System (CPARS) or local procedures when CPARS is not applicable].                                                                                                                                                                                                                                                                                                                        | Y | N | N/A |
|           | (d) Process for capturing lessons learned/best practices.                                                                                                                                                                                                                                                                                                                                                                                                                             | Y | N | N/A |
|           | (e) Cost, schedule, and performance constraints.                                                                                                                                                                                                                                                                                                                                                                                                                                      | Y | N | N/A |
|           | (f) Process contractor is using to mitigate risk and government process to understand contractor's management process of risk. (Quality Control is the contractor's responsibility)                                                                                                                                                                                                                                                                                                   | Y | N | N/A |
|           | (g) Scheduled reviews of the QASP or P-Plan/award fee plan.                                                                                                                                                                                                                                                                                                                                                                                                                           | Y | N | N/A |
|           | (h) Process to evaluate contractor correction plans.                                                                                                                                                                                                                                                                                                                                                                                                                                  | Y | N | N/A |
|           | (i) Process for conducting day-to-day business, e.g. minute meetings, modifications, etc.                                                                                                                                                                                                                                                                                                                                                                                             | Y | N | N/A |
|           | (j) Contract management reviews with multi-functional teams                                                                                                                                                                                                                                                                                                                                                                                                                           | Y | N | N/A |
| <b>D.</b> | <b>MISCELLANEOUS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |   |     |
| (1)       | Ensure the COR understands:                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Y | N | N/A |

|  |                                                                                                                                                                                                                                                  |   |   |     |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|
|  | (a) changes to the contract can only be authorized by a CO.                                                                                                                                                                                      | Y | N | N/A |
|  | (b) The CA is the point of contract for all contractual matters.                                                                                                                                                                                 | Y | N | N/A |
|  | (c) Disagreements between the COR and contractor personnel must be promptly referred to the CO for resolution.                                                                                                                                   | Y | N | N/A |
|  | (d) The CA and/or QAPC will periodically accompany the COR during surveillance of the contractor's performance.                                                                                                                                  | Y | N | N/A |
|  | (e) To use "ACCEPTABLE" or "UNACCEPTABLE". (Unacceptable must be fully documented and initialed by contractor's representative).                                                                                                                 | Y | N | N/A |
|  | (f) All personnel within the functional area who may have contact with contract employees are aware of the contractual working relationship and the necessity to avoid any conduct that may constitute a real or perceived conflict of interest. | Y | N | N/A |

Briefed by: \_\_\_\_\_  
(CA or CO) Signature Date

Acknowledged by: \_\_\_\_\_  
(COR/QAP) Signature Date

cc: COR/QAP  
QAPC

## INSPECTION OF SERVICES CLAUSE

The COR has the right to inspect any service required by the contract. What gives this right? The Inspection of Services- Fixed-Price clause, if included (i.e., **non-commercial acquisitions**). The clause is included in service contracts and not only gives the Government the right to inspect, but also provides remedies when performance is unacceptable.

CLAUSE: FAR 52.246-4 Inspection of Services- Fixed-Price:

“(a) Definitions. “Services”, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government 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 Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and, (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, or (2) terminate the contract for default.”

**ADMINISTRATOR'S SURVEILLANCE OF THE COR (QAP)**

CONTRACT NUMBER:

CONTRACTOR:

DATE OF SURVEILLANCE:

CONTRACTING OFFICER'S REPRESENTATIVE (COR)/QUALITY ASSURANCE  
PERSON (QAP):

COMMENTS:

COR/QAP PERFORMANCE:

CONTRACTOR PERFORMANCE:

*(CA Signature Block)*

Date:

Reviewer Initials: \_\_\_\_\_

*(CO Signature Block)*

Date:

MEMO FOR RECORD

*(Date)*

QAPC OBSERVATION OF CONTRACT ADMINISTRATOR SURVEILLANCE

FROM: 82 CONS/LGCP

SUBJECT: Surveillance of Contract Administrator (CA) & Quality Assurance Personnel (QAP)/ Contracting Officer's Representative (COR)

CONTRACT NO.:

CONTRACT ADMINISTRATOR:

DATE OF SURVEILLANCE:

CONTRACTOR:

QAP/COR:

FINDINGS (if applicable):

QAPC COMMENTS:

CA PERFORMANCE:

QAP/COR PERFORMANCE:

*(QAPC Signature Block)*