

Quality Assurance Surveillance Plan

For

Fire Station 2 HVAC Renovation

Contract #

May 11, 2022

**Contracting Officer
Mission & Installation Contracting Command**

**Ranee Perricone
Contracting Officer's Representative
West Point DPW**

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1. Overview.

1.0 1.1. Purpose. This Quality Assurance Surveillance Plan (QASP) is a Government developed document used to ensure that the Government receives quality services, and pays only for conforming services actually provided. The objective of this firm fixed price construction contract is to acquire a contractor to renovate the HVAC systems in Fire Station 2 following the prepared design at Building 1203 at West Point Army Garrison as defined in this construction package consisting of drawings and specifications for the HVAC renovation. Government-furnished property and services for those items specified in the PWS are exempt from this QASP. The Contractor shall perform to the standards specified in the base MATOC contract PWS.

This Quality Assurance Surveillance Plan (QASP) identifies the methods and procedures the Government will use to ensure it receives the services to the desired standard, as identified in the PWS.

1.2. Intent. The intent of this QASP is to:

- 1) Ensure Contractor performance meets or exceeds contract terms, conditions and specifications
- 2) Hold the Contractor accountable for quality control
- 3) Encourage the Contractor to take appropriate steps to control and improve quality
- 4) Ensure all sections of FAR 46 are applied as required and applicable

Accordingly, the Government will perform surveillance on the contract in accordance with this QASP, but reserves the right to monitor the contract in any manner necessary, at any time necessary, and at all places necessary to ensure that the services rendered conform to contract requirements. The Government also reserves the right to perform quality assurance at the Subcontractor level, and at the contractor's place of business. Sub-contract service providers shall be accountable to the Contractor who, in turn is responsible to the Government. Resolution of non-conforming services discovered at the Subcontractor level will be addressed with the prime Contractor. The Government will not exercise any supervisory controls over the contract service providers performing the services herein.

2. Description of Services.

2.1. Scope of Work. The contractor shall enlarge the mechanical rooms and replacement of mechanical equipment and incidental related work.

2.2. Type of Contract. This will be a Firm Fixed Price construction contract.

3. Roles and Responsibilities. The following provides a synopsis for the roles and their respective authority during the performance of the contract:

3.1. Government.

3.1.1. Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract. In the event the Contractor effects any such change at

the direction of any person other than the KO, the change will be considered to have been made without authority, and solely at the risk of the Contractor. No changes in, or deviation from the terms and conditions shall be affected, without a written modification to the contract, executed by the KO authorizing such changes.

3.1.2. Contracting Officer’s Representative (COR). The COR will monitor all technical and performance aspects of the contract, and assist the (KO) in contract administration. The COR is authorized to perform the following functions:

- Assure that the Contractor performs the technical requirements of the contract
- Perform inspections necessary in connection with contract performance
- Maintain written and oral communications with the Contractor concerning technical and performance aspects of the contract
- Issue written interpretations of technical requirements, including Government drawings, designs, and specifications
- Monitor Contractor's performance and documents and notifies both the Contracting Officer and Contractor of all deficiencies
- Coordinate availability of Government furnished property
- Provide site entry of Contractor personnel351099

ACC and MICC do not use other acronyms to refer to and describe a COR. Terms such as the “COTR, “Onsite COR”, “TM”, etc. will not be used. Some personnel may be assigned as Alternate CORs, but other than a statement to that effect and what actions the KO expects that ACOR to take in the absence of the primary COR, there is no difference between a COR an Alternate COR, or other government surveillance personnel assigned to conduct contract oversight. Throughout the remainder of this QASP, The term “COR’ will be used to refer to all government surveillance personnel assigned to monitor the contractor’s performance on this contract.

A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost, price, or delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

The Contracting Officer shall use the DoD Contracting Officer Representative Tracking (CORT) Tool to electronically track COR nominations, appointments, terminations, and training certifications for each COR appointed to conduct oversight on this contract. The COR will upload their surveillance documents, such as Monthly Status Reports (MSR), COR trip reports, correspondence with the contractor, and other miscellaneous documents into the CORT Tool within their online CORT Profile for this contract. The CORT Tool is available within the WAWF suite of tools at: <https://wawf.eb.mil/>.

3.1.2.1 Alternate Contracting Officer’s Representative (ACOR). The Alternate COR is an employee of the U.S. Government provided by the Requiring Activities (RA) and appointed by the Contracting Officer to provide additional surveillance personnel in monitoring and documenting the contractor’s performance. These alternate surveillance support personnel may serve as on-site representatives of the COR in performance of actual contract surveillance, if they

meet all COR training and experience requirements and are appointed by the contracting officer as Alternate CORs (ACOR) in the DPAP CORT Tool. This term will apply to other government surveillance personnel as defined in Army Regulation 70-13, paragraph 2-2 g.

For quick access, the contact information for the performance of this QASP is provided:

Government Personnel:

Table 1; Key Positions for Contract Administration

Title	Name	Phone	e-mail
Contracting Officer			
COR/ACOR	Ranee Perricone	845-938-4368	ranee.l.perricone.civ@army.mil

4. Contract Quality Requirements.

4.1. Contractor’s Quality Control Plan/Program (QCP). The Government will evaluate the adequacy of the Contractor’s Quality Control Plan (QCP) performance under this contract in accordance with this QASP.

The Contractor’s quality control program is the means by which he assures himself that all work complies with the requirement of the contract PWS. It is essential that Government Surveillance Personnel understand that Quality Control (QC) is the responsibility of the contractor, and not the government.

As such, the government will focus their efforts on validating if the contractor is maintaining an adequate quality control inspection systems that ensures the contractor maintains evidence that services provided conform to contract quality requirements. The Contractor shall provide inspection data to the Government on request for validation.

The Contractor’s QCP shall include a process that can identify, prevent, and ensure non-recurrence of defective services. See Attachment 7.

4.2. Government Quality Assurance. This QASP describes what the Government will do to ensure that the Contractor has performed in accordance with the performance standards within the PWS.

This QASP describes:

- How the performance standards will be applied:
 - The Performance Standard for each requirement in the PWS will be applied as prescribed in the PWS. Ensure that each Performance requirement within the PWS includes a Measurable performance standard in terms of quality, timeliness, or quantity.
 - Ensure the method of assessing contractor performance against performance standards is included in this QASP
 - Ensure each Performance Requirement includes an acceptable quality limit (AQL). AQL is the worst tolerable performance that is still considered acceptable.

For example; if “the contractor shall provide personnel support within 2 hours”, the AQL may be:

+ or - (+/-) 15 minutes. See attachment 9, QASP Surveillance Item Requirements

- Which performance elements will be surveilled (Surveillance Checklist, attachment 4)
 - All performance activities will be surveilled through-out the Period of Performance, using a risk based approach to selecting Checklist items from Attachment 8, List of Contractor Requirements. The selected items will be populated on the Monthly Checklist and placed on the Surveillance Schedule for each period surveilled.
- When the surveillance will be scheduled (Surveillance Schedule, attachment 3)
 - A sample of Checklist items will be selected from Attachment 8, List of Contractor Requirements. These selected items for each month will be placed on the Surveillance Checklist and scheduled surveillance on the Monthly Schedule. Surveillance may be scheduled on a daily, weekly or monthly frequency. However, each contractor requirement must be audited for compliance prior to invoice payment being made.
- The Acceptable Quality Limit (AQL)
 - The AQL will be determined by the Requiring Activity, i.e., the COR, and referenced in attachment 9, QASP Surveillance Item Requirements for each Performance requirement.
- The nature of Government contract quality assurance actions that include the number of observations made and the number and type of defects (defect rate)
 - Personnel conducting contractor performance surveillance will use attachment 4, Surveillance Checklist, or equivalent to answer the Performance question asked, and provide comments in the area provided on the checklist. These comments and metrics from the Checklist will be included on each MSR submitted during the Period of Performance.

5. Government Surveillance.

5.1. Methods of Surveillance. The following Methods of Surveillance may be utilized in monitoring the Contractors’ performance:

NOTE: The performance items selected for surveillance in this QASP should NOT be the same as those listed in the Performance Requirements Summary (PRS). The PRS is a stand-alone document that illustrates to the contractor the few, most salient items the government wishes the contractor to be aware of. The PRS is contained in the contract Performance Work Statement (PWS). This QASP shall not be provided to the contractor. See DA Pamphlet 5-20, para 8-5 (a). See Attachment 1 for PRS items.

- **100% Inspection** will be reserved for the highest risk areas where consequence of failure may affect life or limb, or there is likelihood of mission failure

- **Random Sampling** Will be used when a service is performed on a frequent basis and a statistically valid sample can be selected for audit. This is most appropriate method for frequently recurring tasks
- **Periodic Inspection** Will be used when planned sampling of a service is at a specific predetermined date and time. This is most appropriate for tasks that occur infrequently, yet on a scheduled basis
- **Customer Feedback.** Not a valid method of surveillance, but a good indicator of areas where surveillance should be conducted or intensified.
The DA Form 5477, Customer Complaint Record, Attachment 2, will be placed at convenient locations for the end user of these services, and made available to document/record all complaints. The COR will collect the Customer Complaints each surveillance cycle and investigate for validity ASAP.
The following procedures will be followed when a complaint is received.
 - The COR/ACOR will investigate to determine the validity of the complaint
 - If the complaint is determined to be invalid, the COR will inform the person who submitted the complaint of the reason(s) as soon as practical
 - For validated complaints that are true contractual non-conformances, the procedures in paragraph 6 below will be applied
 - A Customer Complaint Log will be used to document each validated customer complaint and attached to the COR Monthly Surveillance Report in the CORT Tool

5.2. Surveillance Schedule. A Surveillance Schedule (Attachment 3) will be created each month utilizing the DA 5475, COR Surveillance Schedule, or locally generated equivalent. The schedule is “FOR OFFICIAL USE ONLY” and is not releasable to anyone other than authorized Government personnel. Each Month’s Surveillance Schedule will be completed at the beginning of each month during the Period of Performance (PoP) to schedule the upcoming month surveillance activity. Completed Surveillance Schedules will be filed in the online Contracting Officer’s Representative Tracking Tool (CORT) (<https://wawf.eb.mil>) file for this contract, either as an attachment to Monthly COR Status Report (MSR) or uploaded separately in the Miscellaneous Documents Section of the CORs’ CORT file.

5.3. Surveillance Checklists. A Surveillance Checklist (Attachment 4) will be created each month utilizing the DA 5476, COR Surveillance Checklist, or locally generated equivalent. The Checklist is “FOR OFFICIAL USE ONLY” and is not releasable to anyone other than authorized Government personnel. Each Month’s Surveillance Checklist will be completed with the Surveillance Schedule. Completed Surveillance Checklist will be filed in the online Contracting Officer’s Representative Tracking Tool (CORT) (<https://wawf.eb.mil>) file for this contract, either as an attachment to Monthly COR Status Report (MSR) or uploaded separately in the Miscellaneous Documents Section of the CORs’ CORT file.

Surveillance checklist items will be selected from the List of Contractor Requirements,
Attachment 7

5.4. Surveillance Documentation. Each month's Completed Surveillance Documentation, to include the Monthly Surveillance Report (MSR) must be filed in the online Contracting Officer's Representative Tracking Tool (CORT; <https://wawf.eb.mil>) file for this contract, either as an attachment to MSR, or uploaded separately in the Miscellaneous Documents Section of the CORs' online CORT file.

6. Non-Conforming Performance. A Non-conformance occurs when the Contractor fails to meet the terms, conditions and/or specifications of the Contract/Task Order. All instances of non-conformance must be documented by the COR. The COR will provide the details of the non-conformance using the Contract Discrepancy Report (CDR), DA Form 5479, Attachment 5, to the KO, who will notify the Contractor of each nonconformance occurrence, unless the KO has authorized the COR to submit directly to the contractor, and copy the KO. Resolution of any non-conformance discovered at the Subcontractor level will be addressed with the prime Contractor.

Non-conformances are classified as either: Level I (Minor); Level II (Major); or Level III (Critical).

6.1. Level I (Minor). Level I non-conformance is not likely to materially reduce the usability of services for their intended purpose or is a departure from established standards having little bearing on completing the contract requirement. Minor non-conformances can usually be corrected on the spot and can be issued to the Contractor through either a verbal or written Contract Discrepancy Report (CDR). However, the Government is required to document verbal Level I CDRs. The COR may issue verbal Level I CDRs directly to the appropriate level of Contractor management. The COR will notify the KO as soon as practical when a verbal Level I CDR is issued and document them in their Monthly Reports. If the non-conformance cannot be corrected on the spot, the Contractor shall be given a suspense date to correct the deficiency. The KO will issue and sign written Level I CDRs, Attachment 5.

6.2. Level II (Major). Level II non-conformance is likely to result in failure of the services to meet contract requirements. Also, repeated discrepancies, a large number of documented Level I CDRs and trends indicating failure of the Contractor's quality control program can be classified as Level II CDRs. The KO issues all Level II CDRs in writing, Attachment 5. The COR will notify the KO as soon as practical when a major non-conformance is identified.

6.3. Level III (Critical). Level III non-conformances result in hazardous or unsafe conditions due to the manner in which the services are performed; prevent or impact a vital agency mission as a result of performance; or are for repeated or uncorrected Level II CDRs. The Contracting Office Director or Deputy Director issues written Level III CDRs. The COR is responsible for notifying the KO immediately upon discovery of a critical non-conformance.

6.4. Documenting CDRs. The COR will provide the details of the non-conformance using the Contract Discrepancy Report, DA Form 5479, Attachment 5. If the Requiring activity prefers to issue a locally developed CDR, documentation must include as a minimum: the Contract or Task Order number; reference to the specific contract requirement; the specific discrepancy to the requirement; where it was discovered; the date and time it was discovered; Contractor representative who was notified; and the suspense date for Contractor response/corrective action.

6.5. Tracking and Resolving CDRs. All CDRs, verbal and written, regardless of issuer will be included in the COR's Monthly Report. The COR and KO shall track CDRs to ensure the Contractor identifies and takes appropriate corrective action to the root cause and the specific non-conformance is corrected within the required timeline. The KO will make a final written determination of the Government's remedies if the non-conformance is not corrected by the Contractor after receiving notice and a reasonable opportunity to correct the work. IAW MICC Desk Book (24 June 2016), 46.102 Policy.

7. Deduct Plan. This acquisition does not include a Deduct Plan.

8. Data Analysis. Data Analysis will be performed to identify trends in cost, schedule and/or performance risks. The results of Data Analysis will be documented in COR Monthly Status Reports (MSR) and may be used to make adjustments to surveillance schedules and/or checklist items to increase or decrease surveillance, based on performance trends. Negative trends noted using Government data/observations could result in issuing the Contractor a Contract Discrepancy Report. Trends noted using Contractor data will not result in a CDR unless the Contractor has not addressed the negative trend. QASP changes based on Data Analysis will be coordinated with the Contracting Officer for approval.

9. Acceptance of Services. When all services have been deemed acceptable and there is documented, objective, quality evidence to support acceptable performance, the COR will accept the services provided and authorize payment to the Contractor. Acceptance and payment will be made by approving the Contractor's Receiving Reports in Wide Area Workflow at <https://wawf.eb.mil/> as an iRAPT Inspector, and/or Acceptor.

10. COR Status Report. COR Status Reports, or Monthly Status Reports (MSR) will be submitted on a monthly basis to the Contracting Officer via the CORT Tool. MSR reports must be uploaded into the CORT Tool, using the "Smart Form" Monthly Surveillance Report. MSR reports will be due NLT the 10th day of the month following the month of surveillance. COR Status Reports will provide a synopsis of the Contractors performance for the inclusive dates of the report. The synopsis must contain a summary of surveillances performed, Customer Feedback if any, CDRs if any, an analysis of the Contractors performance, recommended adjustments to surveillance schedules, and any other pertinent contract information IAW FAR 46.104, and the COR Appointment Letter. Completed Surveillance Checklists and CDRs, if any, will be included as attachments to COR Status Reports, or referenced in the MSR for that month and uploaded separately in the Miscellaneous Documents Section of the CORs' Online CORT file for this contract. See para 4.2.

11. Contractor Manpower Reporting Application (CMRA). Reporting Labor Hours. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report all Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address: <https://cmra.army.mil>.

The required information includes the following:

- a. Contracting Officer (KO), Contracting Officer's Representative (COR) name;
- b. Contract number, including task and delivery order number;
- c. Beginning and ending dates covered by reporting period;
- d. Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data;
- e. Estimated direct labor hours (including sub-Contractors);
- f. Estimated direct labor dollars paid this reporting period (including sub-Contractors);
- g. Total payments (including sub-Contractors);
- h. Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different);
- i. Estimated data collection cost;
- j. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information);
- k. Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- l. Presence of deployment or contingency contract language; and Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country).

While inputs may be reported any time during the FY, The COR shall ensure the contractor submits all data shall no later than October 31 of each calendar year. The COR shall verify that the Contractor has complied with the required contractor manpower reporting annually and document the results in the CORs' Online CORT File, CMRA section. Contracting officers shall ensure that the requirement to report contractor manpower is included in all contracts, task/delivery orders and modifications.

12. Contractor Performance Assessment Reporting System (CPARS). Documented surveillance data (COR Status Reports, Completed Surveillance Checklists, Customer Feedback and CDRs, if any) will be used to support CPARS ratings. CPARS will be completed in accordance with AFARS, Subpart 5142.15 – Contractor Performance Information.

13. Combating Trafficking In Persons (CTIP). In accordance with PGI 222.17 and FAR 52.222-50, the KO will be notified immediately of any information from any source that alleges a Contractor employee, subcontractor and/or subcontractor employee has engaged in conduct that violates the United States Government "zero" tolerance policy regarding trafficking in persons.

14. COR/Quality Assurance Surveillance Files. The official COR/Quality Assurance Surveillance File will be maintained in the on-line CORT Tool, IAW DoDI 5000.72, and DFARS PFI 201.602-2.

15. QASP Changes. This QASP is a living document and, as such, may be changed as needed based on Data Analysis (trends), contract modifications by the KO, etc. The COR will send any

recommended changes to the Contracting Officer for approval and the Contracting Officer must approve all changes.

Ranee Perricone
Contracting Officer Representative

Contracting Officer

Attachments:

1. Customer Complaint Record, DA Form 5477
2. Surveillance Schedule, DA Form 5475
3. Surveillance Checklist(s)
4. Contract Discrepancy Report, DA Form 5479
5. Contract Discrepancy Log

Attachment 1

Customer Complaint Record, DA Form 5477

CUSTOMER COMPLAINT RECORD	
For use of this form, see DA PAM 5-20; the proponent agency is ACSIM.	
DATE OF COMPLAINT	TIME OF COMPLAINT
ORGANIZATION	SOURCE OF COMPLAINT
INDIVIDUAL	
NATURE OF COMPLAINT	
CONTRACT REFERENCE	
VALIDATION	
DATE CONTRACTOR INFORMED COMPLAINT <i>(Responsible officer)</i>	TIME CONTRACTOR INFORMED OF COMPLAINT <i>(Responsible officer)</i>
ACTION TAKEN BY CONTRACTOR <i>(Responsible officer)</i>	
RECEIVED AND VALIDATED BY	
NOTE: <input type="checkbox"/> Used for in-house operation.	

DA FORM 5477, MAR 2008

PREVIOUS EDITIONS ARE OBSOLETE.

APD PE v1.01ES



DA FORM 5477

Attachment 3 Surveillance Checklist(s)

COR SURVEILLANCE CHECKLIST Template		
COR Inspection Checklist & Data Report (Fixed Firm Price Contract)	Period Of Performance:	
Contractor:	From:	
Contract Number:	To:	
Service Provided:	Meeting Contract Requirements?	
COR Name:		
Date:	YES	No
Comments:		
Comments:		
Comments:		
Comments:		
Comments:		
Comments summary, to include, positive trends, negative trends, concerns, customer comments, and any additional COR comments:		
<p>To populate the checklist, find in the PWS: "The Contractor Shall...", Then, make that requirement a checklist item by converting the requirement to a question: "Did the contractor..."</p> <p>Each "Yes" can be graded as a 1, and each NO graded as a 0. Once the checklist is complete, the COR may generate a quantifiable performance rating using these numbers as metrics.</p>		



DA 5476 Surv Checklist.pdf



MICC COR Surveillance Checklist

The COR will develop a monthly Checklist for conducting surveillance. The COR may use either of the forms attached. The COR will list the PWS requirements that ARE NOT listed as PRS requirements in the PWS as a pool of surveillance items for each month of surveillance activity you conduct. See attachment 8, List of Contractor Requirements Each month, select the performance requirements you will evaluate from that list.

Attachment 4 Contract Discrepancy Report, DA Form 5479

CONTRACT DISCREPANCY REPORT <small>For use of this form, see DA PAM 5-2D; the proponent agency is ACSIM.</small>		1. CONTRACT NUMBER	
2. TO: <i>(Contractor and Manager Name)</i>		3. FROM: <i>(Name of QAE)</i>	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER			
6. TO: <i>(Contracting Officer)</i>		7. FROM: <i>(Contractor)</i>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, rejection; attach continuation sheet if necessary.)</i>			
12. GOVERNMENT ACTIONS <i>(Payment deduction, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			
CONTRACTING OFFICER			

DA FORM 5479, MAR 2008

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DA FORM 5479

Attachment 5
Contract Discrepancy Log



Blank COR CDR Log
2016 MICC Master.xls