LESSON 6

Quality Assurance Surveillance Plan (QASP)

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Agenda

• Training Benefits
• QASP Regulatory Guidance
• What Type Contracts Require A QASP
• QASP Development
• Sample QASP Template
• Questions?
Training Benefits

- Better understanding of what goes into a QASP and when it is required
- Ease of Contract Administration
  - Better written Quality Assurance Surveillance Plan (QASP) = less time and energy in Contract Administration.
- Validation of CPARS/Past Performance
  - Better formulated QASP = Better Government surveillance and objective documentation of surveillance for more objective and supportable CPARS narratives and ratings
- Improved Customer Satisfaction
  - Provides a better focus on customer desired outcomes
  - More efficient use of Contracting Officer Representatives
The Quality Assurance Surveillance Plan (QASP) is a Government document that specifies how the requestor/customer will verify and document that the government is receiving quality of services called for under the contract, and pays only for the acceptable level of services resulting in the successful accomplishment of their desired outcomes.

- The QASP specifies in writing how the Government COR will:
  - Conduct assessment of Contractor performance to identified Performance Objectives and all other contract requirements
  - Document that assessment
  - Request corrective action for noncompliance
  - Accept compliant services and/or products.

- The QASP is based on the premise that the Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract.

- The QASP verifies that the contractor’s Quality Control is effective and should never put the Government in a position of performing inspections for the Contractor.

- Development of the QASP should be after the development of the Acquisition Strategy Plan (ASP), Performance Requirements Summary (PRS) and in conjunction with the Performance Work Statement (PWS)


Quality Assurance Surveillance Plan

QASP Regulatory Guidance

- **DFARS 237.172**
  - Retain quality assurance surveillance plans in the contract file

- **FAR 37.601(b)(2)**
  - Contracts shall include measurable performance standards (i.e., in terms of quality, timeliness, quantity, etc.) and the method of assessing contractor performance against performance standards

- **FAR 46.102**
  - Government contract quality assurance is conducted before acceptance
  - No contract precludes the Government from performing inspection

- **DFARS 246.102**
  - Conduct quality audits to ensure the quality of products and services meet contractual requirements

- **PARC Policy Alert # 15-59**
  - The QASP shall include a detailed inspection list (what will be inspected) and schedule (at a minimum, the frequency for inspection)

- **PARC Policy Alert # 16-06**
  - The Requiring Activity is responsible for prescribing contract quality requirements through the development of a quality assurance surveillance plan

- **ASA ATL Memo of 2007, “Oversight, Surveillance and Documentation of Contractor Performance on Service and Construction Contracts”**
What Type Contracts Require a QASP

- When surveillance is required, the Government is required to perform and document an independent assessment of contractor performance whether the contract is for services, supplies, or construction.

- QASPs are required for ALL contracts a COR is appointed unless waived.
  - Contracting Officer may waive the QASP if deemed unnecessary.

- Basic QA concept is the same regardless of what the Contract is for:
  - Plan surveillance, conduct planned surveillance, document surveillance, address non-conformances, report results of surveillance, acceptance of services/products, etc.
According to the United Nations, human trafficking “involves the movement of people through violence, deception or coercion for the purpose of forced labor, servitude or slavery-like practices”

FAR 52.222-50, Combating Trafficking in Persons:

- Mandatory in all solicitations and contracts
- Contractors and employees shall not engage in trafficking in persons
- The United States Government has a “Zero Tolerance” policy regarding trafficking in persons

DFARS/PGI 222.1703(v) states:

- Quality assurance surveillance plans (QASPs) should appropriately describe how the COR will monitor the contractor’s performance regarding trafficking in persons
- Non-compliance with FAR clause 52.222-50 is brought to the immediate attention of the KO
## Oversight Execution for Trafficking in Persons

<table>
<thead>
<tr>
<th>Performance Objective/PWS Reference Paragraph</th>
<th>Performance Indicator</th>
<th>Standard</th>
<th>Performance Threshold</th>
<th>Method of Surveillance</th>
<th>Remedy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part II, Section I-Contract Clauses; 52.222-50, Trafficking in Persons</td>
<td>IAW FAR 52.222-50 Contractor Requirements: The contractor shall-&lt;br&gt;(1) Notify its employees of&lt;br&gt;(i) The U.S. Government’s Zero Tolerance policy.&lt;br&gt;(ii) Actions that will be taken against employees for violations of this policy.&lt;br&gt;(2) Take appropriate action.</td>
<td>Validate that the contractor:&lt;br&gt;(1) Conducted training or kept records with employee signature as understanding of U.S. Zero Tolerance policy.&lt;br&gt;(2) Has a documented list of what the contractor cites as appropriate actions to violations.&lt;br&gt;(3) Documented the number of violations to date (if any).&lt;br&gt;(4) Documented actions taken.</td>
<td>100% compliance required due to U.S. Zero Tolerance policy.</td>
<td>Conduct periodic inspection in accordance COR surveillance schedule.&lt;br&gt;(1) Review meeting/training/records as proof of contractor to employee notification.&lt;br&gt;(2) Validate actions taken by the contractor are documented and if employees are found to be in violation-matches those in FAR 52.222-50(e)(1).&lt;br&gt;(3) Review violations and document contractor actions.</td>
<td>The contractor’s failure to comply with this FAR clause may result in:&lt;br&gt;(1) Requiring the contractor to remove an employee from the performance of this contract.&lt;br&gt;(2) Requiring the contractor to terminate a subcontract.&lt;br&gt;(3) Suspension of contract payments.&lt;br&gt;(4) Loss of award fee.&lt;br&gt;(5) Termination of contract for default or cause.&lt;br&gt;(6) Suspension or debarment.</td>
</tr>
</tbody>
</table>
Quality Assurance Surveillance Plan

- Who’s responsible for QASP Development?
  - Customer…KOs…Contractor?

- Do most Customers, KOs or Contractors know how to develop a QASP?
  - Yes…No…Maybe!

- Who’s ultimately responsible for contract performance?
  - Customer…Contracting Officer…Contractor?

- Who’s ultimately responsible for Quality Control?
  - Customer…Contracting Officer…Contractor?
• Who’s responsible for QASP Development?
  • Customer...KOs...Contractor?

  **DFARS 246.401** For contracts for services, the contracting officer should prepare a quality assurance surveillance plan to facilitate assessment of contractor performance

• Do most Customers, KOs know how to develop a QASP?
  ▪ Yes...No...Maybe?

  Some customers may have personnel that have experience in developing QASPs but many don’t and would likely require some assistance.

• Who’s ultimately responsible for contract performance?
  • Customer...Contracting Officer...Contractor

  **Contractor is always responsible for meeting the performance requirements of the contract!**

• Who’s ultimately responsible for Quality Control of contract performance?
  • Customer...Contracting Officer...Contractor?

  The **Contractor should always be held accountable for Quality control of services/products required by the contract but the Government has a responsibility to assure the Government is only paying for acceptable services/products.**
Quality Assurance Surveillance Plan

- QASP only has to be as long and complicated as is necessary to document how the government is going to ensure the contracted services/products meet the requirements of the contract and how to document that surveillance.

- **Documentation...Documentation...Documentation!** Can not stress enough the importance of documentation of the results of surveillance, non-conforming services, requests for corrective action and any other important events in the performance of contract surveillance.
  
  - Question that commonly comes up “*how do we keep the same poor performing contractor from continuing to get contracts?*”

  The answer is documentation! Document performance results, document corrective action requests, document poor performance in reports to KO, document past performance (CPARS)
Quality Assurance Surveillance Plan

Table of Contents For a Good QASP

- Overview
- Description of Services
- Roles & Responsibilities
- Contract Quality Requirements
- Government Surveillance Actions
- Non-Conforming Performance/Corrective Action
- Deduction Plan
- Data Analysis
- Acceptance of Services
- Monthly COR Status Report
- Contractor Manpower Reporting Actions (CMR)
- Contractor Performance Assessment Reporting System (CPARS)
- Combating Trafficking In Persons
- COR/Quality Assurance Surveillance Files
- QASP Changes
SAMPLE QASP

1. OVERVIEW

1.1 Purpose. The purpose of this Quality Assurance Surveillance Plan (QASP) is to identify the methods and procedures the Government will use to ensure it receives the services/products under this contract as identified in the Performance Work Statement (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; and 3) encourage the Contractor to take appropriate steps to control and improve quality. 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 times necessary, and at all places necessary to ensure that the rendered services conform to contract requirements. The Government also reserves the right to perform quality assurance at the Subcontractor level and perform quality assurance at the contractor's place of business, if applicable. Resolution of non-conforming services discovered at the Subcontractor level will be addressed with the prime Contractor. [These words can be left as is or changed or added to if deemed necessary.]

2. DESCRIPTION OF SERVICES

2.1 Scope of Work. (Describe services required by this contract. [Copy and paste from the PWS Scope of Work paragraph.] )

2.2 Contract. [Describe contract type…FFP, IDIQ, etc..Copy and paste from the PWS paragraph.]

3. ROLES AND RESPONSIBILITIES. (Describe roles and responsibilities of key Government and contractor personnel that will work with this contract)
SAMPLE QASP

Government Personnel:

Contracting Officer (KO) - A person duly appointed with the authority to enter into, administer and terminate contracts on behalf of the Government. The KO is the only person who can legally commit the Government and only the KO, as the Government's agent, can modify the contract/order. The KO is the final authority for determining the adequacy of the Contractor's performance. KO decisions arising under or relating to the contract are final.

Contracting Officer’s Representative (COR) – An individual designated in writing by the KO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor’s performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the KO.

Contract Administrator – The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

Property Administrator – An authorized representative of the Contracting Officer appointed in accordance with agency procedures responsible for administering the contract requirements and obligations relating to Government property in possession of a Contractor.

Contractor Personnel:

Quality Manager - Promotes quality achievement and performance improvement throughout the organization.

Project Manager - [If the Contractor does not have a Project Manager, delete this paragraph.]

Quality Manager - [If the Contractor does not have a Project Manager, delete this paragraph.]
SAMPLE QASP

4. CONTRACT QUALITY REQUIREMENTS:

4.1. Quality Control Program. The Contractor’s quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The Contractor shall ensure services are performed in accordance with this PWS. The Contractor shall identify, prevent, and ensure non-recurrence of defective services. [These words can be left as is or changed or added to if deemed necessary.]

4.2. Government Quality Assurance. The Government shall evaluate the Contractor’s performance under this contract in accordance with this QASP. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance and minimum acceptable defect rate(s). [These words can be left as is or changed or added to if deemed necessary.]

5. GOVERNMENT SURVEILLANCE

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

• **100% Inspection** - Reserved for the highest risk areas where consequence of failure is high (i.e. life or limb are threatened) or there is likelihood of mission failure.

• **Random Sampling** - When a service is performed relatively frequently and a statistically valid sample can be selected for audit. The most appropriate method for frequently recurring tasks.

• **Periodic Sampling** - Planned sampling of a service at specific predetermined dates and times. May be appropriate for tasks that occur infrequently.

• **Customer Feedback** – The DA Form 5477, Customer Complaint Record, will be used to document/record all complaints. The following procedures will be followed when a complaint is received:

  • The COR will investigate and 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 followed.
SAMPLE QASP

5.2. Surveillance Schedule. A Surveillance Schedule will be created each month utilizing the DA 5475, COR Surveillance Schedule, Attachment 3. The schedule is “FOR OFFICIAL USE ONLY” and is not releasable to anyone other than authorized Government personnel. A copy of the Surveillance Schedule will be filed in the Virtual Contracting Enterprise (VCE), COR Management Tool, https://cor.army.mil/, (Either as an Attachment to the Monthly COR Status Reports or uploaded separately in the Miscellaneous Documents Section of the CORs' Online File.). [These words can be left as is or changed or added to if deemed necessary.]

5.3. Surveillance Instructions/Checklists. Surveillance Checklists, Attachment 4, will be utilized and completed when surveillances are conducted. [These words can be left as is or changed or added to if deemed necessary.]

5.4. Surveillance Documentation. The applicable Surveillance Checklist(s) will be completed when/as Surveillances are conducted. Completed Surveillance Checklist(s) will be filed in the Virtual Contracting Enterprise (VCE), COR Management Tool, https://cor.army.mil/, (Either as an Attachment to Monthly COR Status Reports or uploaded separately in the Miscellaneous Documents Section of the CORs' Online File.). [These words can be left as is or changed or added to if deemed necessary.]

6. Non-Conforming Performance. Non-conformance occurs when a Contractor fails to meet Contract or Task Order terms, conditions and/or specifications. All instances of non-conformance will be documented and the Contractor will be notified. Resolution of non-conformance discovered at the Subcontractor level will be addressed with the prime Contractor. Non-conformance is classified as either: Level I (Minor); Level II (Major); or Level III (Critical).
SAMPLE QASP

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 still 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. Documentation, as a minimum, will include: 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. [These words can be left as is or changed or added to if deemed necessary.]

7. Deduct Plan. This acquisition does not include a Deduct Plan. [These words can be left as is if there is not a Deduct Plan associated with your Contract or Task Order. If there is a Deduct Plan associated with your Contract or Task Order copy and paste the Deduct Plan paragraph info from the PWS and insert it here.]

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 Status Reports and may be used to make adjustments to surveillance schedules, increase or decrease surveillance, if deemed appropriate. 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 is not addressing the negative trend. [These words can be left as is or changed or added to if deemed necessary.]

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 of the Contractor. This is accomplished by approving the Contractor’s Receiving Reports in Wide Area Workflow at https://wawf.eb.mil/. [These words can be left as is or changed or added to if deemed necessary.]
10. COR Status Report. COR Status Reports will be submitted on a Monthly basis to the Contracting Officer via the COR Management Tool. COR Status Reports will provide a synopsis of the Contractors performance for the inclusive dates of the report. The synopsis will 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. Completed Surveillance Checklists and CDRs, if any, will be included as attachments to COR Status Reports or uploaded separately in the Miscellaneous Documents Section of the CORs’ Online file. [These words can be left as is or changed or added to if deemed necessary.]

11. Contractor Manpower Reporting Application (CMRA). In accordance with Office of the Secretary of Defense Memorandum, Enterprise-wide Contractor Manpower Reporting Application, dated 28 Nov 2012, the Contractor must report contractor manpower to the Contractor Manpower Reporting website at https://cmra.army.mil. While inputs may be reported any time during the FY, all data shall be reported 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 VCE, COR Module, CORs’ Online File, CMRA section. [These words can be left as is or changed or added to if deemed necessary.]

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. [These words can be left as is or changed or added to if deemed necessary.]
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 COR Management Tool per Army Contracting Command Pamphlet, 70-1.

15. QASP Changes. This QASP is a living document and, as such, may be changed as needed based on Data Analysis (trends), contract modifications, etc. The COR will send any recommended changes to the Contracting Officer for approval and the Contracting Officer must approve all changes.
Table Of Contents/ Attachments

- Performance Requirement Summary (PRS)
- Surveillance Schedule
- Surveillance Checklist(s)
- Contract Discrepancy Report (CDR)
Quality Assurance Surveillance Plan

• PRS Column Headings “In The PWS”
  • 1) Performance Objective (Task)
  • 2) Performance Standard (Task Measurement)
  • 3) Performance Threshold (AQL)
  • 4) “Incentives/Disincentives”

• PRS Column Headings “In The QASP”
  • 1) Performance Objective (Task)
  • 2) Performance Standard (Task Measurement)
  • 3) Performance Threshold (AQL)
  • 4) “Method Of Surveillance”
Why Is The “4th Column Different” ???

- The Contractor Is Responsible For Quality Control
- The Government Is Responsible For Quality Assurance
- We Should Never Share Information In The QASP With The Contractor As “It Increases Performance Risk”
### Example of the PRS in the PWS

<table>
<thead>
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<th>Performance Threshold</th>
<th>Incentive / Disincentive</th>
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<tr>
<td>PWS Para. C.14. B. The contractor shall be required to perform relocations of previously placed portable latrines and/or provide latrines to additional delivery points during the daily performance of the contract.</td>
<td>Initial delivery and relocation services shall be accomplished within four (4) hours of receipt of an order.</td>
<td>Initial deliveries and relocations shall be completed in 4 hours or less 95% of the time. Data to support this metric shall be maintained by the contractor. Contractor shall maintain logs identifying date and time of receipt of initial delivery and relocation orders and date and time of delivery completions. The metric shall be calculated monthly by dividing number of deliveries/relocations done in 4 hours or less by total number of deliveries/relocations for the month. This metric shall be reported monthly by the contractor in the monthly activity/significant event report.</td>
<td>Data collected during the performance period shall be used to substantiate objective CPARS ratings of contractor performance. Trends of less than acceptable performance could result in reductions in monthly payments at the discretion of the Contracting Officer. Results of this performance objective shall be used in calculation of bonuses or award fees. (If there are bonuses or award fees stipulated in the contract).</td>
</tr>
</tbody>
</table>
**Example of the PRS in the QASP**

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<td>Periodic Surveillance &amp; Customer Feedback</td>
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Quality Assurance vs. Quality Control

• Quality Assurance
  – Government action to assure the contractor is controlling quality

• Quality Control
  – Contractor action to ensure services and supplies presented to the Government meet contractual requirements
LESSON 7
Government Surveillance

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PHONE: 757-501-8181
• What Is Contract Surveillance
• Why Conduct Surveillance
• FAR / DFARS Review
• What Surveillance Accomplishes
• Elements for Successful Surveillance
• Basic Principles of Conducting Contract Surveillance
• Documenting and Reporting your Findings
• Completing a Non-Conformance Report
**What is Contract Surveillance?**

- **Contract Surveillance**: A planned, documented, and systematic approach to monitor contract performance.

- **Contractor Performance**: Compliance with contract requirements such as quality, cost and timeliness, quantity, etc. Contractor delivery of services or supplies process outputs or contract deliverables.

- **Quality Assurance**: Planned or systematic actions necessary to provide adequate confidence that a product or service will satisfy given requirements for quality.

- **Quality Control**: A Contractor’s internal system for monitoring and improving his own operations.
Government Surveillance

Why Conduct Government Contract Surveillance And Oversight?

- Required by FAR Parts 46, 52 & DFARS 246
- To assure customer/soldier support
- Verify the Gov’t is getting what we pay for
- Support the Award Fee process
Agencies shall ensure:

• Contracts include inspection and other quality requirements

• Supplies or services tendered by contractors meet contract requirements

• Government contract quality assurance is conducted by or under the direction of Government personnel
The contractor is responsible under the contract for:

• Controlling the quality of supplies or services
• Tendering to the Government supplies or services that conform to contract requirements
• Ensuring the quality of their vendors or suppliers
• Maintaining evidence that the supplies or services conform to contract quality requirements, and
• Furnishing such information to the Government
FAR Part 46 - Subpart 46.4
Government Contract Quality Assurance

46.401 - General:
Government contract quality assurance shall be performed at such times and places as may be necessary to determine that the supplies or services conform to contract requirements (at any stage of performance including subcontractor operations)
52.246-1 -- Contractor Inspection Requirements

- The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished, conform to contract requirements and specified manufacturer’s parts.

- This clause takes precedence over any Government inspection and testing required.

52.246-2 -- Inspection of Supplies -- Fixed-Price

- The Contractor shall provide and maintain an inspection system acceptable to the Government.

- The Government has the right to inspect and test the contract supplies … in a manner that will not unduly delay the work.

- The Government has the right either to reject or to require correction of nonconforming supplies. The Government may reject nonconforming supplies with or without disposition instructions.

- This is frequently called the “access clause”. If this clause is not in the contract and surveillance is planned, this should be brought up to the KO as a Contract deficiency.

52.246-3 -- Inspection of Supplies -- Cost-Reimbursement

Definition. “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
52.246-4 -- Inspection of Services -- Fixed-Price

- The Contractor shall provide and maintain an inspection system acceptable to the Government.
- The Government has the right to inspect and test all services.... In a manner that will not unduly delay the work.
- If any of the services do not conform with 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:
  - Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - Reduce the contract price to reflect the reduced value of the services performed.
  - 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:
    - 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 Terminate the contract for default.

Definition: “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
52.246-5 -- Inspection of Services -- Cost-Reimbursement
52.246-6 -- Inspection -- Time-and-Material and Labor-Hour
52.246-11 -- Higher-Level Contract Quality Requirement
52.246-12 -- Inspection of Construction
52.246-14 -- Inspection of Transportation
52.246-15 -- Certificate of Conformance
Basic Surveillance Principles

- Notify Contractor Quality Personnel upon entering contractor’s facility to perform surveillance
- Ensure the work performed under the contract is measured against the specifications in the Contract, QASP, PWS, and PRS
- Document your surveillance method, performance observed
- Brief Contractor of surveillance results prior to departing the contractor’s facility and provide copy of completed Contractor Deficiency Report - if applicable
- Keep thorough documentation
- Review Contractor invoices
• Measures performance against contractual requirements
• Highlights performance trends
• Identifies opportunities for process improvement
• Feeds into process for determination of Award Fee
• Influences contractor’s Past Performance Reports
• Reduces risk to Government
Surveillance Methods

- **100 Percent Inspection**: With this method, performance is inspected/evaluated at each occurrence-- This method is often costly but can be necessary due to health, safety and other considerations

- **Random Sampling**: Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. [http://www.sqconline.com/mil-std-105.html](http://www.sqconline.com/mil-std-105.html) (web link to ANSI/ASQZ1.4LVLII)

- **Periodic Inspection**: This method, sometimes called “planned sampling,” consists planned sampling at specific dates or time intervals. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection or random testing is not desired

- **Customer Input**: Although usually not a primary method, this is a valuable supplement to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g., dining facilities, building services, customer surveys and customer complaints may be a primary surveillance method, and customer satisfaction an appropriate performance standard. In all cases, complaints should be documented, preferably on a standard form
Inspection Location

Place of Inspection

• At Source
  ✓ When equipment for testing is on-site
  ✓ Packaging will be destroyed

• At Subcontractors
  ✓ If major subcontractor
  ✓ Contract will specify

• At Destination
  ✓ Off-the-shelf supplies
  ✓ Commercial items
  ✓ Service contracts (place of performance)
Elements of A Successful Surveillance Program

• Performance Work Statement (PWS)
• Performance Requirements Summary (PRS)
• Quality Assurance Surveillance Plan (QASP)
• Documenting and Reporting Results
Surveillance Evaluation

- Evaluation of contractor performance based on tangible measurable criteria
  - Meaningful - relative value
  - Measurable
  - Quantifiable

  ✓ Kind
  ✓ Count
  ✓ Condition

- Reports are written in terms comparing actual performance to required standards
COR Surveillance Reports to KO using DoD CORT Tool include:

- Completed surveillance schedule
- Completed surveillance checklist(s)
- Summary Comments (normally Memo format)
- Copies of CDR(s)
Sample COR Monthly Report

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Performance “EXCEEDS MOST” contractual requirements to the government’s benefit. The performance areas being assessed were accomplished with few minor issues or concerns.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good</td>
<td>Performance “EXCEEDS SOME” contractual requirements to the government’s benefit. The performance areas being assessed were accomplished with few minor issues or concerns, for which the contractor’s corrective actions were highly effective.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Performance “MEETS” contractual requirements. The performance areas being assessed contains minor issues or concerns, for which corrective actions taken by the contractor were effective.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Performance “MEETS SOME” contractual requirements. The performance areas being assessed contains minor issues or concerns, for which corrective actions taken by the contractor were effective.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Most performance requirements are not met.</td>
</tr>
</tbody>
</table>

### COR Monthly Report

**Contractor’s Quality of Work**

- **Exceptional**
- **Very Good**
- **Satisfactory**
- **Marginal**
- **Unsatisfactory**

**Comments**

1. Is the Contractor up-to-date in submitting or performing the following:
   - Monthly invoices or Cost Vouchers: [ ] Yes [ ] No [ ] N/A
   - Sub-Contractor Information: [ ] Yes [ ] No [ ] N/A
   - Required Deliverables: [ ] Yes [ ] No [ ] N/A
   - Contract Manpower Reporting (CMRA): [ ] Yes [ ] No [ ] N/A
   - SPOT LOA Personnel Updates (on OCONUS contracts): [ ] Yes [ ] No [ ] N/A
   - Status Reports: [ ] Yes [ ] No [ ] N/A

**Kilometer of ammunition handled on contract?**
Scheduling Surveillance

Scheduled Surveillance

Surveillance actions that have been pre-planned and documented on the monthly Surveillance Schedule.

Unscheduled Surveillance

All other surveillances occurring during a performance period.

• Identified in QASP, occurring outside the schedule
• Any contract requirement not identified in the QASP
**Government Surveillance**

**Surveillance Schedule DA Form 5475**

<table>
<thead>
<tr>
<th>Date</th>
<th>Service</th>
<th>PWS/SOW Para #</th>
<th>PWS/SOW Para #</th>
<th>PWS/SOW Para #</th>
<th>PWS/SOW Para #</th>
<th>PWS/SOW Para #</th>
<th>PWS/SOW Para #</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-Jan-2016</td>
<td>X-Surveillance</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07-Jan 2016</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>15-Jan-2016</td>
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<tr>
<td>15-Jan-2016</td>
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<tr>
<td>22-Jan-2016</td>
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<tr>
<td>24-Jan-2016</td>
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<td>X</td>
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<tr>
<td>27-Jan-2016</td>
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<td></td>
<td></td>
<td>X</td>
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</tr>
<tr>
<td>30-Jan-2016</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
</tbody>
</table>

*DA Form 5475, MAR 2008*

*PREVIOUS EDITIONS ARE OBSOLETE.*
Surveillance Checklists Key Points:

**DA Form 5476 And DA Form 5481**

Creating the Checklist
- Description of task to audit
- Reference to task identify the Contract Number and Section
- Include measurable performance standards
- Documented surveillance results

Completing the Checklist
- Identify the period of Surveillance
- Be Firm but Fair
- Support evaluation score/rating with solid comments
- Sign and date your completed Checklist
Surveillance Schedule DA Form 5481

<table>
<thead>
<tr>
<th>OBSERVATION NUMBER</th>
<th>TYPE OF SERVICE</th>
<th>DATE</th>
<th>s</th>
<th>o</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*T: Satisfactory
*O: Other than satisfactory
* Request contractor’s Initial

DA Form 5481, MAR 2008
PREVIOUS EDITIONS ARE OBSOLETE.
<table>
<thead>
<tr>
<th>CONTRACT REQUIREMENT</th>
<th>CONTRACT PARAGRAPH NUMBER</th>
<th>METHOD OF SURVEILLANCE</th>
<th>DATE ACCOMPLISHED</th>
<th>WHERE ACCOMPLISHED</th>
<th>COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
## Government Surveillance

**Performance Evaluation Construction DD Form 2626**

### Part I - General Contract Data

<table>
<thead>
<tr>
<th>3. Type of Evaluation (1 line)</th>
<th>4. Terminated for Default</th>
</tr>
</thead>
<tbody>
<tr>
<td>FINAL</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Contractor (Name, Address, and ZIP Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRM FIXED PRICE</td>
</tr>
<tr>
<td>COST REIMBURSEMENT</td>
</tr>
</tbody>
</table>

### Part II - Performance Evaluation of Contractor

<table>
<thead>
<tr>
<th>11. Overall Rating (Use table below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUTSTANDING</td>
</tr>
<tr>
<td>SATISFACTORY</td>
</tr>
<tr>
<td>MARGINAL</td>
</tr>
<tr>
<td>UNSATISFACTORY (System in item 20 on reverse)</td>
</tr>
</tbody>
</table>

### Part III - Evaluation of Performance Elements

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>QUALITY OF WORKMANSHIP</td>
<td>COOPERATION AND RESPONSIVENESS</td>
</tr>
<tr>
<td></td>
<td>MANAGEMENT OF RESOURCES/</td>
</tr>
<tr>
<td></td>
<td>PERSONNEL</td>
</tr>
<tr>
<td></td>
<td>COORDINATION AND CONTROL</td>
</tr>
<tr>
<td></td>
<td>OF SUBCONTRACTORS</td>
</tr>
<tr>
<td></td>
<td>ADEQUACY OF SITE CLEANUP</td>
</tr>
</tbody>
</table>
Corrective Action Request Categories

Level I: Minor Non-Conformance:
- Not likely to materially reduce usability
- Departure from established standards has little bearing on effective use or operations
- Can usually be corrected on the spot
- Non-reoccurring

Level II: Major Non-Conformance:
- Likely to result in failure or reduced usability
- Repeat or uncorrected Level I Contract Discrepancy Reports (CDRs)
- Failure of Contractors’ Quality Control Plan
- Repeat deficiencies indicating a Quality System Failure

Level III: Critical Non-Conformance
- Loss of Life/Mission failure
- Prevents performance of vital mission
- Repeat or uncorrected Level II CDRs
- Hazardous or Unsafe Conditions performance related problems
- Reliability related issues
- Quality Control System failure
Documenting Non-Conformance

• All instances of non-conformance must be documented, verbally or in writing, in the form of a Corrective Action Request (CAR)

  • Level I – Verbally or in writing

  • Level II – In writing only

  • Level III – In writing only
Documenting Non-Conformance (Cont.)

- **Verbally**
  - COR if authorized in Appointment Memo
  - Document on Checklist as a Discrepancy
  - Document in Monthly Status Report to KO
- **In Writing**
  - Contracting Officer via DA Form 5479
  - Contractor must provided a Corrective Action Plan
- **In-person progress or performance meetings with all parties to address:**
  - Project status
  - Measurement of achievements against objectives
  - Problems encountered
  - Actions taken to correct deficiencies
  - Percentage of work completed
  - Acceptability of the work
  - Work remaining
CAR Required Information

- Contract and Order Number, if applicable
- Reference to specific Contract requirement
- Specific discrepancy to the requirement
- Date and time discovered
- Location where discovered
- Contractor representative notified
- Suspense for Contractor response
Follow Up On Non-Conformance Issues

- Document resolution
  - Verbal, and Documented in COR Monthly Status Report
  - In writing, accomplished by the Contracting Officer
- Actions that can be taken in instances of continued non-conforming performance
  - Letter of Management Concern
  - Cure Notice
- Termination of contract
When completing a Contractor Deficiency Report (CDR), DA Form 5479 always ensure:

**When** - The performance period and when non-conformance was observed

**Where** - Surveillance was conducted

**Who** – COR’s name and the name of any contractor individuals who accompanied the COR during surveillance, also position or name of individuals involved in non-conforming performance

**What** - The contract states - specify contract paragraph number, Army Regulation, Operators Manual, etc…. required performance and standards

**What** - Occurred - describe the performance you observed, include facts comparing the actual performance to what the contract required
LESSON 8

Contractor Performance Assessment Reporting System (CPARS)
Learning Objectives

- What is CPARS
- CPARS Access/Training
- Regulatory Requirements
- Need For Improvement
- Reporting Thresholds
- Reporting Frequency
- Ratings & Narratives
- Helpful Hints
What is CPARS?

- Contractor Performance Assessment Reporting System (CPARS) provides a centralized *data repository* of contractor performance information.

- CPARS endeavors to **ASSURE** that accurate data on contractor performance is current and available for use in source selections (PPIRS).

Currently Two Modules within CPARS

- CPARS (Services, IT, Operations Support and Systems) and ACASS (Architectural & Engineering Evaluations) and CCASS (Construction Evaluations) were merged June 2014 and is known as **CPARS**.

- FAPIIS (Collects Grantee & Contractor Performance & Integrity Information)
1. **Focal Point:**
   Contract Registration:
   INPUT/REGISTER administrative
   Contract information

2. **Assessing Official Rep (COR):**
   Initiate report and enter proposed
   ratings and narrative in CPARS

3. **Assessing Official:**
   Validate proposed ratings and
   narrative, sign and send to
   contractor

4. **Contractor Rep:**
   Provide Comments and indicate
   Concurrence or Non Concurrence

5. **Assessing Official:**
   Review Contractor Comments and
   modify Report, if required

6. **Reviewing Official:**
   Provide Comments and close, if applicable

---

**PPIRS:**
SOURCE
SELECTION
RETRIEVAL

---

**Are Ratings**
Validated/ Documented/ Warranted?

---

**THIS COULD**
BE YOU!
Access/Training

CPARS WEBSITE: http://www.cpars.gov/
Regulatory Requirements

**Federal Acquisition Regulation (FAR)**

- FAR 42.1502 & 42.1503: Agencies Shall Prepare an Evaluation of Contractor Performance and Submit to Past Performance Information Retrieval System (PPIRS)

**Acquisition Regulation Supplements**

- FAR 15.304: Past Performance Shall be Evaluated in All Source Selections for Negotiated Competitive Acquisitions

- CPARS Shall be Used to Prepare Contractor Performance Evaluations

- PPIRS Shall be Used as a Source of Past Performance Information in Source Selections
Need for Improvement

- Office of Federal Procurement Policy (OFPP), Government Accountability Office (GAO), & Department of Defense Inspector General (DoDIG) Reviews/Audits
  - Eligible Contracts Not Being Registered in CPARS
  - Performance Reports Not Being Entered in CPARS in a Timely Manner
  - Narratives of Insufficient Detail to Show that Ratings are Credible and Justified

Need to improve quantity & quality of information available in PPIRS so that source selection officials have greater confidence in reliability & relevance of information.

This class will help you avoid these pitfalls.
### Reporting Thresholds

<table>
<thead>
<tr>
<th>Business Sector</th>
<th>Dollar Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems</td>
<td>&gt; $5,000,000</td>
</tr>
<tr>
<td>Services</td>
<td>&gt; $1,000,000</td>
</tr>
<tr>
<td>Health Care</td>
<td>&gt; $150,000</td>
</tr>
<tr>
<td>Operation Support</td>
<td>&gt; $5,000,000</td>
</tr>
<tr>
<td>Informational Technology</td>
<td>&gt; $1,000,000</td>
</tr>
</tbody>
</table>

*Any Contract that is TERMINATED regardless of Type or Dollars*
Reporting Frequency

• All CPARS Inputs are due within 120 days after the end of the Evaluation Period
• The contractor has **60 days** to review/comment on the evaluation
Ratings & Narratives

Narratives are the most important part of the Evaluation!
# Rating Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Contract Requirements</th>
<th>Problems</th>
<th>Corrective Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Exceeds Many – Gov’t Benefit</td>
<td>Few Minor</td>
<td>Highly Effective</td>
</tr>
<tr>
<td>Very Good</td>
<td>Exceeds Some – Gov’t Benefit</td>
<td>Some Minor</td>
<td>Effective</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Meets All</td>
<td>Some Minor</td>
<td>Satisfactory</td>
</tr>
<tr>
<td>Marginal</td>
<td>Does Not Meet Some – Gov’t Impact</td>
<td>Serious: Recovery Still Possible</td>
<td>Marginally Effective; Not Fully Implemented</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Does Not Meet Most – Gov’t Impact</td>
<td>Serious: Recovery Not Likely</td>
<td>Ineffective</td>
</tr>
</tbody>
</table>
Narrative Guidelines

- Address Contractor Performance
  - Recent
  - Relevant
- Collect Input From Entire Program / Project Team
- Provide Reader a Complete Understanding of the Contractor’s Performance
  Narrative Required for Each Rated Element
  - Narrative Conventions Differ in ACASS/CCASS
- Address
  - Rating Changes From Prior Reports
  - Benefit / Impact to Government
- Recognize
  - Risk Inherent in Effort
  - Government’s Role in Contractor’s Inability to Meet Requirements
- Indicate Major / Minor Strengths / Weaknesses

Must Be:
- Accurate
- Fair
- Comprehensive
Narrative Guidelines (Cont.)

**Statements to Avoid**

- ✗ Outside Contract Scope
- ✗ We Hope
- ✗ In Our Opinion
- ✗ We Were Not Happy
- ✗ It Appeared
- ✗ We Did Not Like
- ✗ We Believe
- ✗ We Think
Narrative Guidelines (Cont.)

- Consistent with
  - Program Metrics
  - Ratings
  - Contract Objectives

- Document Problems & Solutions

- Contain Non-Personal & Objective Statements

- Program Reviews & Status Reports
- Earned Value Management (EVM) Data
- Award Fees/Incentives
- Certificates of Service
- Cost Performance Reports
- Inspection Reports
- Schedule
Narratives Examples

Contract Effort Description: The Contractor is to provide development, initial outfitting and maintenance support to MAWS for the AN/XYZ-100 Weapons System incorporating oculomotor birefringence.

This Is Not A Good Example – It’s Missing:
- Detail of Scope
- Complexity of Contract
- Key Technologies
- Subcontracting Effort
- Definitions of Acronyms and Technical Terms
The Contractor is to provide development and testing of the AN/XYZ-100 Weapons System incorporating oculomotor birefringence, a technology in which eye motion controls display position for optimum operator response time. This includes development of assessment applications and analysis methods to evaluate system parameters and enhancements. Subcontractor will provide refracting lenses and optics. After successful testing as determined by the Space and Naval Warfare Systems Command (SPAWAR), contractor will provide initial outfitting of Marine Air Wings (MAWS). Contractor will provide continued maintenance support via warranted repair of systems and subassemblies through the contract ending date.

This Is A Good Example – It Contains All Elements Of A Good Narrative
Narratives Example (Cont.)

Narrative Example For A “Satisfactory” Rating On A Services Contract: “This contract is for the collection of refuse at XXX Army Post located near Anytown, USA. As part of its services, Contractor XXX is required to pick up 87 dumpsters across an approximate 30 square mile area, 12 hazardous waste containers, and 7 bio-hazardous waste material containers at the Medical Clinic located at the base.

**GIVEN THE NATURE OF THE SERVICES PERFORMED FOR THIS CONTRACT AND THE SCHEDULE FOR REFUSE COLLECTION, IT WOULD BE DIFFICULT TO OBTAIN ABOVE A SATISFACTORY RATING FOR PERFORMANCE ON THIS CONTRACT.**

During this evaluation period, Contractor XXX met all of its refuse collection requirements on time as stated in the contract. Further Contractor XXX ensured that all of the tops of the dumpsters were closed after dumping to ensure that no foreign object debris (FOD) entered the flight line area despite the locale being in an area prone to high winds. There were no incidents of improper storage or disposal of the hazardous waste or bio-hazardous waste material during this reporting period. Therefore, the rating of Satisfactory indicates performance within the requirements of the contract and that there were no problems encountered during this reporting period with Contractor XXX.”

This Is A **Good** Example Narrative For A **Services Contract**.
CPARS Helpful Hints

Prior to Performance Period

• Be Up Front
  – Identify Expectations
  – Discuss Areas to be Evaluated

• Provide Policy Guidance to Contractors and Evaluators
  – During Post-Award Conference
  – Prior to Annual Evaluation

• Leave Yourself Flexibility

Don’t wait until the annual evaluation to make your contractor aware of performance!
CPARS Helpful Hints

During Performance Period

- Communicate with Contractor
  - Provide Feedback

- Document Performance Regularly
  - Status Reports
  - Earned Value Management Data
  - Monthly Certificates of Service
  - Award Fee Evaluations
  - Program Reviews
  - Earned Contract Incentives
CPARS Helpful Hints

After Performance Period

• Provide Contractor Draft Evaluation

• Contractor May Provide Self Evaluation

• Take Time to Acknowledge Contractor Concerns
  – Face to Face Meetings
  – Extend 30 Day Comment Period if Necessary

• Document File if no Contractor Comments Received
  – Transmittal Letter Email
  – Phone Conversation
  – Efforts to Contact Contractor
• Help Desk (Mon-Fri 6:30 AM- 6:00 PM EST)
  Commercial: 207-438-1690

• Email: webptsmh@navy.mil

• CPARS Web Site: (https://www.cpars.gov)
  – Feedback
  – FAQ
  – Policy Guidance
  – Quality Checklist
  – User Manual
  – Training Information