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CHIEF OF NAVAL AIR TRAINING
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CNATRAINST 4355.4A
N41
9 MAY 12

CNATRA INSTRUCTION 4355.4A

Subj: CNATRA GUIDANCE FOR CONDUCTING SURVEILLANCE OF CONTRACT
MAINTENANCE AND SERVICES

Ref: (a) Federal Acquisition Regulation (FAR Part 46)
(b) Defense Federal Acquisition Regulation Supplement
(DFARS Part 246)
(c) NAVAIRINST 3710.1F
(d) CNAFINST 4790.2
(e) Applicable ISO Standards

Encl: (1) AMMT Aviation Maintenance Inspection (AMI) Flow Chart
(2) QA Program DCMA/CNATRA Contract Surveillance
Flow Chart
(3) QA Program Corrective Action Determination Flow Chart
(4) QA Program Non Conformance-Letter of Intent Chart A
(5) QA Program Corrective Action Request LEVEL I Chart B
(6) QA Program Corrective Action Request LEVEL II Chart C

1. Purpose. To provide guidance for conducting Chief of Naval
Air Training (CNATRA) contract surveillance per references (a)
thru (e).

2. Cancellation. CNATRAINST 4355.4.

3. Scope. This instruction applies to CNATRA and its
Detachments in conducting surveillance of contractor provided
services, Quality Assurance (QA), and maintenance processes and
procedures.

4. Background. The primary objective of this instruction is to
ensure acceptance of products and services that meet contract
requirements. Detachment surveillance personnel must use
professional judgment to tailor these guidelines to specific
contracts and processes for which they are assigned in order to
implement effective and efficient surveillance.

5. Policy

a. Contract Surveillance is the method by which CNATRA QAS, IS and IPMS assess contractor controls over product quality and overall contract compliance.

b. CNATRA Detachment Contract Surveillance personnel are normally the most knowledgeable concerning the contractor's programs, processes and procedures. The Detachment Officer in Charge (OIC), Assistant Officer In Charge (AOIC), and CNATRA Quality Assurance Program Management Office (QAPMO) and Industrial Property Administrator shall provide detachment personnel guidance when needed and shall conduct over-sight of the surveillance program. Standardization at all detachments can only be accomplished through continuous review of data and reports that are received from the detachments. Contract Surveillance personnel should look to the Contract Administration Office (CAO) and the QAPMO for guidance and program assistance.

c. All CNATRA Contract Surveillance personnel are required to comply with the Defense Acquisition Workforce Improvement Act (DAWIA) training/certification requirements for Acquisition Workforce. In addition to this training, local on the job training shall be conducted and documented as directed by the Detachment AOIC. As a minimum, training should consist of applicable required reading and performance of contract surveillance processes per this instruction. Trainees will be accompanied by DAWIA Certified Level II personnel when conducting surveillance.

d. If deficiencies or opportunities for improvement are found in this instruction, forward them to CNATRA QAPMO. Recommendations for improvement are requested and encouraged via written correspondence.

e. All tasks between CNATRA (QAPMO) and Detachment Staff shall be made via the Detachment OIC and/or AOIC.

f. All references to Defense Contract Management Agency (DCMA) in this instruction are applicable to the contracts specified in the CNATRA/DCMA Memorandum of Execution (MOE).

C. HOLLINGSWORTH
Chief of Staff

Distribution:
CNATRA Website

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ACRONYMS

A/C	Aircraft
ACDP	Acquisition Career Development Program
ACO	Administrative Contracting Officer
ADB	Aircraft Discrepancy Book
AMI	Aviation Maintenance Inspection
ANSI	American National Standards Institute
AOIC	Assistant Officer in Charge
CAO	Contract Administration Office
CAR	Corrective Action Request
CAS	Contract Administration Service
CCA	CNATRA Contract Administrator
CNAF	Commander Naval Air Forces
CQA	Contract Quality Assurance
DAWIA	Defense Acquisition Workforce Improvement Act
DCMA	Defense Contract Management Agency
DET	Detachment
DFARS	Department of Defense Federal Acquisition Regulation Supplement
FAR	Federal Acquisition Regulation
GCP	Government Call Point
GFP	Government Furnished Property
GFR	Government Flight Representative

GGR	Government Ground Representative
GOP	Ground Operating Procedures
GSP	Government Surveillance Point
FST	Fleet Support Team
HAZMAT	Hazardous Material
IPMS	Industrial Property Management Specialist
IS	Industrial Specialist
ISO	International Organization for Standardization
JDRS	Joint Discrepancy Reporting System
LOI	Letter of Intent
MCSR	Monthly Contract Surveillance Report
MIRR	Material Inspection and Receiving Report
MOE	Memorandum of Execution
NAMP	Naval Aviation Maintenance Program
NATRACOM	Naval Air Training Command
OSGR	On Site Government Representative
OIC	Officer In Charge
PA	Property Administrator
PCO	Procurement Contracting Officer
PMO	Program Management Office
PPE	Personal Protective Equipment
PR	Procedure Review

PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RCCA	Root Cause Corrective Action
RFT	Ready For Training
SFF	Safe for Flight
SOF	Safety of Flight
QAPM	Quality Assurance Program Manager
QAS	Quality Assurance Specialist
QASP	Quality Assurance Surveillance Plan
VAL-VER	Validation-Verification
WAR	Work Authorization Request
WAWF	Wide Area Workflow

DEFINITIONS

The following words and terms have singular significance with respect to their use in this instruction:

Acceptance. The act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies tendered, or approves specific services rendered, as partial or complete performance of the contract on the part of the contractor.

Administrative Contracting Officer (ACO). A person with the authority to administer contracts and make determinations and findings.

Aviation Maintenance Inspection (AMI). Third Party inspection conducted by CNAF on all CNATRA activities every 24 months.

Audit. As it applies to QA, is a periodic or special evaluation of programs, processes or requirements.

Characteristic. A physical, chemical, visual, functional or any other identifiable property or element of a product, material or procedure.

Contract. A contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyers to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.

Contract Administration Office (CAO). The office that performs assigned functions related to the administration of contracts and assigned pre-award functions.

CNATRA Contract Administrator (CCA). Individual assigned to the CNATRA Contract Administration Office who is delegated contract administration functions. The CCA is the only individual assigned to CNATRA who is authorized to direct the contractor.

Contractor. Any individual, company, partnership or association holding a contract with a Government purchasing office.

Contractor Quality Data. Any information required by contract to be developed, collected, or maintained and made available to the Government.

Contract Quality Requirements. The technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to assure that the product or service conforms to the contractual requirements.

Corrective Action. Effective action taken to correct a nonconformance and to identify and eliminate the root cause of that nonconformance.

Corrective Action Request (CAR). Is a formal written notification from the Government to the contractor of a contractual non-conformance.

Defect. Any non-conformance of the unit or product with specified requirements.

Deviation/Waiver Request. A formal document prepared by the contractor, or his subcontractor, and submitted by the prime contractor to the Government for the purpose of deviating from a specific contract requirement.

Letter of Intent (LOI). Standard letter submitted to the contractor by the detachment OIC/AOIC for CAR letter of acceptance/rejection or final summation for audits, monitors, or investigations.

Monthly Contract Surveillance Report (MCSR). Monthly report submitted by detachments to QAPMO summarizing previous months surveillance activity and any ongoing issues which may affect contract performance.

Memorandum of Execution (MOE). The relationship between Naval Air Systems Command (NAVAIR), PMA 273, Defense Contract Management Agency (DCMA) Aircraft Integrated Maintenance Operations (AIMO) and the Chief of Naval Air Training (CNATRA) in terms of contract administration, as it applies to the administration of contractor logistics support (CLS) contracts.

Monitor. An abbreviated evaluation of a program or process.

Nonconforming Supplies and Services. Those supplies and services that contain one or more departures from the contractual requirements (Reference DFAR Part 246.407 Nonconforming supplies or services).

Objective Quality Evidence. Any documented statement of fact pertaining to the quality of a product or service based on observations, measurements or tests that can be fully verified. Evidence must be expressed in unbiased terms of specific quality requirements of characteristics. These characteristics are identified in drawings, specifications, and other documents that describe the item, process or procedure.

Observation. Any unscheduled observance of Contractor operations during daily surveillance (not to include observations from audits).

Over-And-Above Work. (DFAR PART 217, subpart 217.77): Work discovered during the course of performing overhaul, maintenance, and repair efforts that is within the general scope of the contract, but is not covered by a line item for the basic work under the contract.

Prime Contractor. A person who has entered into a prime contract with the United States.

Process. Any set of conditions or set of causes that work together to produce a given result. While it often refers to the combination of people, materials, machines, and methods used to produce a given product or service; it is also capable of assuming other meanings, such as a method of assembly, a group of people, such as a work center, or a method of measurement.

Quality. The composite of material attributes including performance, features, and characteristics of a product or service to satisfy a given need.

Quality Assurance (QA). A planned and systematic pattern of all actions necessary to provide adequate confidence that the items or products conform to established technical requirements.

Quality Assurance Specialist. An organizational title assigned to the individual responsible for the Government quality program and assigned designated authority for oversight of the contractor's Quality/Maintenance Program and overall contract compliance.

Quality Assurance Surveillance Plan. Government developed document used to ensure systematic quality assurance methods are used in the administration of the CLS effort.

Quality Investigation. Primary tool for resolving customer reported problems Investigation conducted to determine cause and chain of events for contract non-compliance.

Root Cause. Any identifying reason for the presence of a defect or problem. The most basic reason, which if eliminated, would prevent recurrence. The source or origin of an event.

Safe For Flight (SFF). Released A/C to the customer safe for flight

Safety of Flight (SOF). Defects (finding) found during an a audit, monitor, or observations that could possibly cause harm to personnel and/or result in failure of equipment, supplies, and services; or to materially reduce the usability of the equipment, supplies, or services for their intended purpose.

Subcontract. Any contract, other subcontractor, calling for supplies or services required for the performance of any one or more prime contracts.

Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services, to or for a prime contractor.

Testing. An element of inspection that generally denotes the determination by technical means of properties or elements of supplies or components thereof, including functional operation and involves the application of established scientific principles and procedures.

CHAPTER 1

Contract Surveillance Concepts

1. General. This operating instruction implements the CNATRA Contract Surveillance Program. The concepts and procedures outlined in references (a) through (e) are the basis for the program. They are intended to assure that standardized Quality Assurance and Contract Surveillance methodologies are used at all Detachments. The primary program objective is to ensure acceptance of conforming products and services that meet all contractual requirements.

2. Communications

a. Communications With The Customer. A fundamental objective of Contract Surveillance is customer satisfaction. The CNATRA Detachment personnel will meet as required with the Contract Administration Office, Defense Contract Administration Management Agency and other Chief of Naval Air Training Quality Assurance Specialists, customer technical representatives and program site managers to discuss the status of contractor quality performance and processes impacting their program or products.

b. Communications With The Contractor. The CNATRA QA Program Manager (QAPM) will develop open communications with all levels of contractors' management. CNATRA Detachment OICs/AOICs and contract surveillance personnel will maintain direct communication with the contractor as needed and will provide assistance to the contractor when quality or technical problems are discovered.

3. CNATRA Quality Assurance Policies

a. It is the Government's responsibility, as the customer, to establish clearly defined contractual quality requirements. It is the contractor's responsibility to control quality and to offer to the Government for acceptance, only those supplies and services that conform to contract requirements, and when required, to maintain and furnish substantiating evidence of that conformance. It is the CAO and the Detachment Contract Surveillance Personnel's responsibility to determine if

contractual requirements have been met before accepting supplies or services.

b. CNATRA is structured to operate on the precept that quality cannot be inspected into a product or service but must be designed and built in. This concept is recognized by the procuring activity when higher-level quality requirements, such as COMNAVAIRFORINST 4790.2 and ISO Standards, are included in the contract. When contractors have valid written instructions outlining their processes and procedures and have adequate quality management controls; discrepancies in products and services presented to the Government will be minimized.

4. Contract Surveillance Organization and Responsibilities.

a. CNATRA Quality Assurance Program Manager Office is located at CNATRA Headquarters, Corpus Christi, Texas and has the overall responsibility for the CNATRA Contract Surveillance Program and efforts. CNATRA has five bases which are located at Corpus Christi and Kingsville, Texas; Meridian, Mississippi; Whiting Field, Milton and Pensacola, Florida. Contract Surveillance Personnel at each of these sites consist of the Detachment OIC, AOIC, QAS, IPMS, IS.

b. The CNATRA QAPM is responsible for:

(1) Developing, planning, and maintaining the CNATRA Contract Surveillance Program.

(2) Assuring that contractor procedures comply with the contract requirements.

(3) Participating in CAO pre-award surveys, technical evaluations and post-award conferences.

(4) Conducting Quality Assurance post-award conferences.

(5) Reviewing new and modified contracts for Government QA requirements.

(6) Interfacing with contractor corporate management and Defense Contract Management Agency in resolving quality issues that cannot be resolved at the detachment.

(7) Assuring that contractors impose mandatory quality requirements on their suppliers and subcontractors, and that Government source inspection (i.e. AMI) is imposed when required.

(8) Ensure Detachments coordinate contractor's response to AMI external inspection response IAW Enclosure (1).

(9) Conducting Internal Audit of CNATRA Detachments every 18 to 24 months utilizing (Appendix A).

(10) Giving technical advice and assistance to contractors concerning mishap prevention and safety programs.

(11) Providing liaison assistance between the detachments and procuring activities on all matters pertaining to Contract QA and overall contract surveillance.

(12) Review/approve CNATRA detachment annual contract surveillance plans/audit schedule IAW (Appendix B).

(13) Submit Annual contract surveillance plans/audit schedule (Appendix B). Once finalized, submit to DCMA QA Lead IAW Enclosure (2). Any changes/update will be submitted to DCMA QA Lead at the time of the occurrence.

(14) Ensuring all contract surveillance documents are maintained for the life of the contract IAW FAR and DFARS.

(15) Reviewing Letter(s) of Intent (Appendix C), Corrective Action Request (Appendix D) for acceptance/rejection or final summation of audits, monitors, or investigations.

(16) Ensuring detachments conduct contract surveillance IAW all QASP requirements.

(17) Review and submit Monthly Contract Surveillance Report MCSR (Appendix E) to DCMA QA Lead.

c. CNATRA Detachment OIC and or AOIC are responsible for:

(1) Developing, promulgating and managing the Detachment annual contract surveillance plan/audit schedule (Appendix B).

This will be submitted annually to QAPM NLT 15 December per enclosure (2).

(2) Ensuring Contract Surveillance training is conducted for Detachment personnel and indoctrination training for newly assigned personnel.

(3) Serving as the Detachment focal point for all assigned contracts and ensuring the issuance of LOI (Appendix C) for CAR (Appendix D) acceptance/ rejection or final summation of audits, monitors, or investigations.

(4) Assuring that Contract Surveillance is applied equally and equitably on all assigned contracts.

(5) If additional assistance is needed coordinate with DCMA (Local QAS).

(6) Interfacing with contractor site management in resolving contract issues.

(7) Representing the customer on issues involving contractor products and services on all assigned contracts, facilitating and ensuring direct customer feedback on disposition of reported deficiencies, problem resolutions and product/process improvements.

(8) Coordinate contractor's response to AMI external inspection response IAW (Enclosure 1).

(9) Determining Detachment manning levels, manpower shortages and personnel assignments with regard to the contract and contract programs based on program needs.

(10) Ensuring full cross training of all QAS personnel on all platforms and contracts for which the detachment has oversight.

(11) Establishing and maintaining close and open communication with the CNATRA QAPM and other Detachment OICs to share information and promote contract surveillance consistency throughout the command.

(12) Ensuring CNATRA personnel deploying on board ships meet minimum requirements (BUMEDINST 1300 series) to work on the flight deck and serve on board a naval vessel.

(13) Assigning Detachment personnel to offsite detachments (ship board and shore) to conduct contract surveillance.

(14) Reviewing all Government initiated CARs (Appendix D) for validity, accuracy and completeness and ensuring they are correctly entered in Appendix B.

(15) Conduct final review of contractor's response to Government CARs to assure satisfactory response.

(16) Forward contract surveillance plans to the CNATRA QAPMO for review/approval.

(17) Ensure Monthly Contract Surveillance Report (MCSR) for the previous month are complete and accurate for all assigned contracts and forwarded to the QAPMO no later than the fifth working day of each month. The MCSR shall be completed utilizing (Appendix E).

(18) Ensure Contract Surveillance personnel incorporate ISO elements when conducting program audits/monitors (i.e.; FOD, NDI, Tool Control, Fuel Surveillance, ABO etc.).

(19) Ensuring all contract surveillance documents are maintained IAW FAR and DFARS.

d. CNATRA Detachment Contract Surveillance personnel are responsible for:

(1) Complying with the CNATRA contract surveillance program for contracts within their area of responsibility. Audits and monitor checklists will be initiated and utilized to document contractor compliance with required programs, processes and procedures IAW FAR and DFARS.

(2) Mentoring and guiding new detachment employees in Contract Surveillance Methodologies.

(3) Reviewing new and modified contracts for contractor QA requirements and forwarding comments/recommendations to the OIC/AOIC.

(4) Reviewing and evaluating contractors' written procedures to include work/maintenance instructions, quality procedures, etc. for compliance with contract requirements.

(5) Determining critical processes and applying risk assessment techniques.

(6) Providing recommendation to OIC/AOIC for Government Surveillance Points (GSP) (Appendix G) as needed.

(7) Performing Validation-Verification (VAL-VER) as required.

(8) Assisting OIC/AOIC in the Development of contract surveillance plans.

(9) Performing audits, investigations, monitors, and observations of contractor's programs, processes, procedures and conducting follow up actions for all noted discrepancies and contractor corrective actions. Utilize Appendix C to document these actions. This includes periodically accompanying contractor QAS to observe contractor personnel during schedule and unscheduled maintenance actions.

NOTE: Documents shall be maintained IAW FAR and DFARS.

(10) Initiating CAR(s) utilizing Appendix D in accordance with Corrective Action Determination Process Flow Chart in enclosure (3) and guidelines provided in Chapter 2, paragraph 9.a.(2) of this instruction and conducting follow up of contractor corrective actions.

(11) Identifying opportunities for improvement and communicating them to the contractor via the OIC/AOIC.

(12) Notifying the OIC/AOIC when serious issues (i.e. repeat contract and/or systemic procedural deficiencies) exist and recommendation for CAR escalation if necessary IAW Corrective Action Determination Flow Chart enclosure (3).

(13) Preparing and submitting MCSRs Appendix E per this instruction and forwarding to the OIC/AOIC.

(14) Advising the OIC/AOIC of repetitive discrepancies.

(15) Achieving and maintaining all required individual certification and training.

(16) Upon request, assist the OIC/AOIC, in conducting on-the-job training for new detachment employees.

(17) Participating in post-award surveys, technical evaluations, post-award and QA conferences.

(18) Accepting or rejecting products and services on behalf of the Government via Wide Area Workflow (WAWF).

CHAPTER 2

Planning For and Conducting
Government Contract Surveillance

1. Objective. The primary objective of the Government Contract Surveillance program is to assure acceptance of conforming products and services. Additionally, it establishes a fair and equitable quality program for assessing the contractors' compliance with contractual requirements and measuring the level of contractor performance. A cooperative attitude and spirit of teamwork must be developed between Government and Contractor personnel in order to adequately measure and continuously improve processes.

2. Responsibilities. CNATRA Detachment Contract Surveillance personnel are responsible for using this instruction to apply effective and efficient surveillance plans based on contract requirements and the contractors' procedures. Such plans shall encompass all phases of Contract Surveillance and provide for the accumulation of documented objective evidence used to determine the effectiveness of contractor's quality systems and compliance with overall contractual requirements. It shall be flexible enough to allow for changes in Government surveillance and compensate for variations in the contractor's processes and procedures. The following are examples of tools which should be used in developing and adjusting the surveillance plan.

a. Risk Assessment. Risk is inherent in all acquisition programs and must be controlled at all levels to ensure program objectives are met. Risk is a measure of the inability to achieve overall program objectives within defined cost, schedule, and technical constraints and has two components: One, the probability of failing to achieve a particular outcome. Two, the consequences of failing to achieve the outcome. Risk Assessment techniques should be utilized when developing surveillance plans to assist in prioritizing Surveillance schedules. Performance Measurement Matrix and/or Monthly Risk Assessments will be conducted by CNATRA contract surveillance personnel. Monthly Risk Assessments are included in the MCSR and forwarded to the QAPM the fifth working day of every month (Appendix E).

b. Trend Analysis. When analyzing data for trends, process stability, and risk factors, the data may indicate a need for reduced or increased surveillance activity. It is imperative that only verifiable, objective process data is used for trending. All subjective or non-verifiable process data must be rejected.

c. Detachments must establish procedures to:

(1) Maintain quality audit records.

(2) Ensure follow-ups are conducted on all documented Contractor deficiencies to verify implementation and effectiveness of corrective actions.

(3) Review contractor CAR responses to assure validity of response.

3. Audits, Monitors, Observations, Quality Investigations

a. Audits performed by the QAS on a continuing basis, audit findings shall be documented utilizing a LOI (Appendix C). These are independent evaluations conducted to compare specific aspects of performance with set quality standards. Audits are normally conducted on a regularly scheduled basis and may encompass specific programs, products, processes, procedures, systems, or facilities. Audit frequency may be adjusted based on audit results, trend analysis, or other quality feedback. The depth of an Audit may vary based on objective quality history and product complexity. After completion, the individual who conducted the Audit shall enter the required information in Appendix B IAW this instruction.

b. Monitors are similar to audits, but are typically more limited in scope. Monitors focus on a specific program or are conducted as an in-process inspection of a specific maintenance process/procedure and shall be documented utilizing LOI (Appendix C). They may be random or scheduled on a regular basis as abbreviated audits between regularly scheduled program audits. They can also be conducted when a deficiency in contractor performance is noted and specific evaluations are needed to verify quality or proper procedures. Monitors may also be conducted as follow-up evaluations to ensure previously noted discrepancies have been corrected. After completion, the

individual who conducted the monitor shall enter the required information in Appendix B IAW this instruction.

c. Observations are day to day visual sightings of contractor operations. They shall be documented in the CNATRA Observation Data Base in support of the contract surveillance plan. Examples include: spot checks conducted to ensure proper technical data usage, tool control, or FOD prevention during the course of maintenance and ADB "up-gripe" checks.

d. The Monthly Contract Surveillance Report (Appendix E) shall be used to summarize and document all surveillance activities for the month being reported.

e. Quality investigations are conducted when a known or perceived problem exists. They should be used to identify, correct, and prevent conditions that degrade the quality or reliability of products, processes, or systems. The quality investigation is the primary tool for resolving customer reported problems and should be conducted in sufficient depth to identify all deficiencies.

Note: To ensure standardization, when documenting an observation the overall process i.e. Flight operations will be counted as one observation per individual aircraft launch and recovery.

4. Government Surveillance Points (GSP)

a. GSP (Appendix G). Is established government surveillance of contractor maintenance tasks, processes and/or procedures (i.e. phase inspections, corrosion inspections etc.) Like platforms may have similar GSPs with the exception of those which have unique maintenance requirements.

NOTE: CNATRA Detachments shall establish and issue GSPs utilizing (Appendix G) to all contractors and will review and update GSPs quarterly.

b. GSP may also be established to monitor, on a recurring basis, an area where a problem has been identified with the contractor's procedures/processes or as requested by CNATRA CAO, DCMA, NAVAIR or the Fleet Support Team (FST). These GSP will normally be short term. The OIC/AOIC shall establish a strategy

for terminating the recurring GSP when no longer required. The Government will provide written notification to the contractor's site manager of all site specific GSPs. See example provided in (Appendix G).

5. Government Call Points (GCP). (Appendix H). Address the occurrence of unusual, high visibility situations in which the contractor must notify the government immediately. The detachment **shall** issue GCPs to all contractors listing at a minimum the call points listed in (Appendix H).

6. Programs/Processes/Procedures Review and Evaluation. CNATRA detachment surveillance personnel are responsible for continuous evaluation of contractor programs, processes and procedures to ensure compliance with contractual requirements. The OIC/AOIC will notify the contractor when procedures fail to meet contract requirements IAW Corrective Action Determination Process Flow Chart, enclosure (3).

7. Validation-Verification (VAL/VER). Is typically required when a new or changed technical procedure or product (i.e., proposed technical directive change, publication change etc.) is issued by the government. The contractor is tasked to perform the VAL/VER and to report their findings back to the issuing authority via CNATRA Det. Contractor surveillance personnel may be tasked to observe the VAL/VER process to verify effectiveness and accuracy.

8. Government Ground Representative (GGR). The Detachment AOIC is typically designated as the GGR who assists the Government Flight Representative (GFR), in reviewing the contractors' Ground Operating Procedures (GOP) IAW NAVAIR 3710.1.

9. Documenting and Reporting Non-Conformance

a. General. In the execution of a contract surveillance plan, contract surveillance personnel may detect non-conformances in contractor programs, processes and/or procedures. The following methods are used to document non-conformances.

(1) Letter of Intent (LOI). (Appendix C) is Multifunctional and shall be used for:

(a) For communication of minor discrepancies noted during surveillance of Audit/Monitor findings. Notification shall be forwarded to the contractor's quality assurance office via the Detachment OIC/AOIC and shall include a request for resolution of the non-conformance.

(b) OIC/AOIC CAR acceptance or Rejection letters.

(c) Any official correspondence from the detachment to the contractor.

Note: An LOI is not a prerequisite to writing a CAR. LOI may be used to notify the contractor and to influence a corrective action of the non-conformances. Issues that are not corrected will be escalated IAW enclosure (3).

(2) Corrective Action Request (CAR)(Appendix D). Is formal written notification from the Government to the contractor of a contractual non-conformance. All CARs shall be entered in Appendix B by the individual initiating the CAR.

NOTE: The format in Appendix F contains the universal numbering system which shall be used to track all of the above contract surveillance actions.

(a) There are four levels of CARs:

Note: Utilize enclosure (5) and/or (6) to determine level of CAR:

1. Level I: CARs are appropriate for issues that can be corrected on the spot and/or are minor in nature. Level I CARs are not to be issued for Safety Of Flight (SOF) components/processes. Level I CARs can be initiated and issued by both DCMA QA and CNATRA QA, and will be issued to the contractor utilizing CNATRA's CAR process.

2. Level II: Issued when contractual non-compliances could adversely affect cost, schedule, or performance if not corrected. Nonconformities associated with critical characteristics (i.e. GCP/GSP) and Safe For Flight (SFF) or failed program/process audits are to be issued at a Level II as a minimum. Level II CARs shall be directed to the supplier management level responsible for the process with a copy to the DCMA ACO and DCMA Lead QA via CNATRA QAPM. Level II

CARs can be initiated and issued by both DCMA and CNATRA to the contractor utilizing CNATRA's CAR process. CNATRA QAPM will notify the DCMA ACO and DCMA QA point of contact within the next business day of issuance of a Level II CAR. CNATRA QAPM will forward a copy of the Root Cause Corrective Action (RCCA) submitted by the contractor to the DCMA Lead QA immediately upon receipt.

NOTE: Safe For Flight (SFF). Released A/C to the customer safe for flight Both Safe For Flight (SFF) and Safety Of Flight (SOF) Blocks will be checked on block 7 (Appendix D)

NOTE: Safety of Flight (SOF). Defects that could possibly cause harm to personnel and/or result in failure of equipment, supplies, and services; or to materially reduce the usability of the equipment, supplies, or services for their intended purpose.

3. Level III and Level IV: Issued to call attention to serious contractual non-compliances to the contractors' top management. Only DCMA is authorized to issue a Level III or IV CAR.

(3) CARs will be forwarded to and discussed with the OIC/AOIC for final review/approval prior to issuance to the contractor. All CARs must be entered in Appendix B. Follow-up actions will also be recorded and supporting documents shall be maintained on file IAW FAR and DFARS.

NOTE: A repeat discrepancy is a deficiency for the same contract line item or requirement. For example: the contractor repeatedly issues down aircraft to aircrew, over flies an aircraft component, fails to document required training for a specific requirement in their personnel's training records, etc.

(4) When initiating a CAR (Appendix D), ensure you annotate a contractor reply response date utilizing the below guidelines:

(a) Level I CAR. Contractor response due back to the Government before end of work shift or within 5 working days.

(b) Level II CAR. Contractor response due back to the Government within two to five work days depending on severity.

(5) Upon contractor request, CNATRA Det may grant extensions for CAR response due dates. Such requests should always be in writing and made part of the CAR record. The reply extension response shall be annotated via LOI and shall not exceed a time period greater than the original number of response days originally annotated on the CAR (Appendix D). Additional extensions must be approved by CNATRA QAPM.

Note: For CAR extension CNATRA Det shall notify via e-mail, CNATRA QAPMO, CCA and DCMA ACO.

(6) If the contractor's corrective action response is satisfactory, annotate block 12 indicating acceptance of the contractor's response and issue a LOI (acceptance letter) to the contractor. Ensure to conduct follow up evaluation of the contractor's corrective action(s). If the contractor's response is found to be unacceptable, the OIC/AOIC shall notify the contractor via LOI (rejection letter) specifying reason(s) for rejection and date contractor's resubmission response is due. Subsequent contractor responses shall be the same number of working days as original response.

(7) Schedule follow-up of all corrective actions to ensure compliance with contract requirements. When all corrective and follow-up actions are complete and are satisfactory the CAR may be closed out block 14c (Appendix D). Close outs must also be annotated in the CNATRA data base.

(8) When efforts to achieve CAR resolution fail at the site level, as evidenced by a third rejection of the contractor's response (escalate the issue to the QAPM). Ensure a complete explanation of the problem is included and attach all CAR related documentation with a recommended course of action.

(9) Ensure that all closed files are maintained as a permanent part of the contract file IAW FAR and DFARS.

10. DD 250/Invoice Verification and Product Acceptance

a. Per FAR Part 46.5, "Acceptance" constitutes acknowledgement that supplies or services conform to applicable contract quality and quantity requirements. Supplies or services shall ordinarily not be accepted before completion of Government contract quality assurance actions. Acceptance shall ordinarily be evidenced by execution of an acceptance action via Wide Area Workflow or receiving report form.

b. CNATRA QA personnel shall accept contractor products on behalf of the Government for assigned contracts per the below instruction.

(1) Upon receipt of DD 250/invoice from the contractor, verify invoice with the appropriate CLIN of the contract.

(2) If nonconformity is found, reject the DD 250/invoice back to the contractor for correction. The QAS has the latitude to initiate a CAR for repeat similar discrepancies.

(3) Review the government contract surveillance data and determine adequacy of documented actions relative to assessing product conformance to contract requirements. If action is required, do not delay signing the DD 250/invoice for more than 24 hours from time of receipt, unless absolutely necessary. If more than 24 hours are needed to verify and document product conformance, notify the CCA via the OIC/AOIC and explain the reason for the delay and estimated time of DD 250/invoice release.

Note: Retain a hard copy of the notification on file.

CHAPTER 3

Over and Above Work

1. Over-And-Above Work. (DFAR PART 217, subpart 217.77): Work discovered during the course of performing overhaul, maintenance, and repair efforts that is within the general scope of the contract but is not covered by a line item for the basic work under the contract.

2. Upon notification from the CCA of an over-and-above work requirement, the OIC/AOIC will coordinate with Contract Surveillance personnel to:
 - a. Review the work package and applicable specifications for content and report any deficiencies in the work requirement or specifications to the CAO and the requiring activity.

 - b. Perform surveillance and verification as required for processing the DD Form 250/invoice.

 - c. Establish procedures for continuing verification and evaluation if work will be done on a continuing basis.

CHAPTER 4

Contract Files and Documentation

1. Contract Files and Documentation. All Government records generated by the CNATRA Contract Surveillance program will be maintained in an up-to-date and accurate calendar year format. QA files are considered closed when the last contract supplies and services have been delivered.
2. Key files will be retained IAW FAR and DFARS.

CHAPTER 5

Safety

1. Safety Requirements. CNATRA contract surveillance personnel shall adhere to the following safety requirements:

a. Observe accepted safety standards related to the manufacture, handling, and storage of hazardous or dangerous material.

b. When required, obtain the necessary Personal Protective Equipment PPE (glasses, hard hats, and so forth), when required, through Government channels.

NOTE: All QAS are required to wear safety shoes which will be ordered through local supply channels. The Detachment will use their OPTAR for the purchase; however, they must be treated as organizational issue and cannot be replaced without a turn-in.

c. Advise the contractor of unsafe conditions and practices and request immediate corrective action. Annotate unsafe conditions and follow-up as appropriate. Advise the Detachment OIC/AOIC if the condition is outside the contractor's area of responsibility.

d. Advise the Detachment OIC/AOIC immediately of any accident or safety related incident that may significantly degrade operational capability, damaged Government equipment or aircraft, or is likely to result in unusual interest by the public news media.

e. When requested assist the Training Air Wing, Station, and other Navy inspection teams in their investigations of mishaps, accidents or other safety related incidents.

f. Assure conformance with all safety requirements is an integral part of CNATRA Contract Surveillance operations.

g. Know where to locate Federal, State, Local and Station Safety, Environmental, HAZMAT, OSHA and National Fire Regulations (if required).

h. When applicable, obtain and maintain current appropriate safety training/certification as required per type model aircraft, i.e. ejection seat checkout requirements.

2. Paragraph reserved for future use.

Appendix A

CNATRA QA PROGRAM OFFICE DETACHMENT AUDIT				
	Question	Yes	No	N/A
1	Are sufficient Contract Surveillance personnel assigned in relation to DET requirements?			
2	Does the OIC/AOIC ensure newly assigned Contract Surveillance personnel complete DAWIA training/and site specific OJT? Ref: CNATRAINST 4355.4 Series			
3	Are Contract Surveillance personnel certified within the specified time frame and certification level as required by DAWIA? Ref: QAS & IS PD			
4	Are QAS Flight Deck physicals up to date (annual)? Ref: QAS PD			
5	Does the OIC/AOIC rotate QAS for detachments?			
6	Are QAS cross trained to conduct surveillance on various platforms and programs? Ref: QAS PD			
7	Are audits and in process monitor checklist(s) established for all contracts and are they updated to ensure applicability to the contract? Ref: QAS PD &			
8	Are Audits, Investigations and observations conducted by contract surveillance personnel for contractor processes, procedures and programs? Ref: QAS PD & CNATRAINST 4355.4			
9	Are Government initiated CARS reviewed by the OIC/AOIC for validity and accuracy prior to issuing to the contractor? Ref: CNATRAINST 4355.4			
10	Are follow-up actions conducted for the contractor's corrective actions for discrepancies/deficiencies noted during the above and are they maintained on file for the life of the contract? Ref: CNATRAINST 4355.4			
11	Are completed Audits, Observations, Inspections and CARS maintained for the life of the contract (plus 2 years)? Ref: CNATRAINST 4355.4			
12	Are monthly contract surveillance reports clear, concise and forwarded to the CNATRA QA PMO in a timely manner as required by CNATRAINST 4355.4			
13	Do QAS periodically accompany contractor's QA personnel on scheduled and unscheduled maintenance actions? Is this surveillance documented and maintained on file for the life of the contract? Ref: CNATRAINST 4355.4			
14	Are DD250s reviewed for accuracy and accountability in a timely manner? Ref: CNATRAINST 4355.4			
15	Do contract surveillance personnel review the contractors maintenance and logistics data for possible positive or negative trends? Ref: IS PD			
16	Are missed events (flights/SIMs) investigated to determine Contractor's performance and is this process documented with results kept on file for the life of the contract?			
17	Are JDRS reports reviewed for completeness and accuracy and are they submitted IAW NAMP requirements?			
18	Are electronic reports initiated for tracking and reporting up line on the contractor's production performance, including RFT rates/flight bands for A/C, engines, simulators, flight/operating hours, sortie completion rates, maintenance cancellations, premium time, WARS and contract performance indicators? Ref: IS PD			

Appendix A

19	Do Industrial Specialists (IS) ensure contractor facilities, equipment, and work force are adequate and functioning to support the contract i.e. surveys performed to identify facility, equipment and work force			
20	Are reviews conducted of the contractor's quality control plans, procedures and practices in accordance with ISO standards and contract specific directives?			
21	Are annual ISO and NAMP(when applicable)Program Audits Conducted for each contractor per contract requirements?			

Appendix B

2011 CNATRA DET (Det, Plat form) Annual Audit/Monitor Schedule																												
Program Area	ISO Elements	Frequency	Jan		CAR LEVEL I		CAR LEVEL II		Feb		CAR LEVEL I		CAR LEVEL II		Mar		CAR LEVEL I		CAR LEVEL II		Apr		CAR LEVEL I		CAR LEVEL II			
			Jan	Disc	I	II	Feb	Disc	I	II	Mar	Disc	I	II	Apr	Disc	I	II										
ABO (500)	4.2, 6.2, 7.5.4	Annual																										
ALSS (5200)	4.2, 6.2, 6.4, 7.5.4	Annual																										
CTPL (1900)	4.2, 7.5.4, 7.2	Annual																										
Vibration Analysis (3900)	4.2, 6.2, 8.4	Annual																										
AMMRL (3800)	4.2.3, 4.2.4, 6.2.2	Annual																										
FOD Prevention/House keeping (1200)	4.2, 7.5.4, 6.2	Annual																										
ACSP/AVGFE (1100)	4.2, 7.5.4	Annual																										
METROLOGY/CALIBRATION (2000)	4.2, 7.5.4, 7.6	Annual																										
Fuel Surveillance (300)	4.2, 7.5.4, 6.2	Annual																										
Compass Calibration (4600)	4.2, 7.5.4, 7.6	Annual																										
Corrosion Control/Preservation (1400)	4.2, 6.2, 7.5.4, 7.5.5, 7.2	Annual																										
Maintenance Control/SFF (2900)	4.2, 6.2, 7.2.7, 7.5.4	Annual																										
ESD (2400)	4.2, 7.5.4, 7.6	Annual																										
Flight Packets	4.2	Annual																										
Engine Oil Analysis (400)	4.2, 8.4	Annual																										
HAZMAT Control (2200)	4.2, 7.5.4, 7.4	Annual																										
Maintenance Training (200)	4.2, 6.2, 7.5.4	Annual																										
QA Audit Program (800)	4, 5, 6, 7, 8	Annual																										
Maintenance Safety (900)	4.2, 7.5.4, 7.5	Annual																										
Battery Maintenance Safety (4500)	4.2, 7.5.4	Annual																										
Plane Captain/Ground Handling (1500)	4.2, 6.2	Annual																										
JDRS/NAMDRP (1000)	4.2	Annual																										
NDT/NDI (2100)	4.2, 6.2, 7.5.4	Annual																										
Taxi Turnup/APU Licensing (4000)	4.2, 6.2	Annual																										
Ordnance Certification (4900)	4.2, 6.2, 6.4	Annual																										
SE Misuse & Abuse (5400)	4.2, 7.5.4	Annual																										
Tire & Wheel Safety (700)	4.2, 6.2	Annual																										
SE Operator Training & Licensing (1700)	4.2, 6.2	Annual																										
SE PMS (1800)	4.2, 6.2	Annual																										
Tool Control Program (1300)	4.2, 6.2	Annual																										
Technical Directives (2600)	4.2	Annual																										
Logs & Records (3300)	4.2	Annual																										
Aircraft Weight & Balance (3100)	4.2, 6.2	Annual																										
Totals			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Note:																												
(A)= Audit																												
(M)= Monitor																												
(S)= Special Audit																												
(P)= Process(DCMA Scheduled)																												
* Slid to Sept																												

Appendix C

Example Letter of Intent (LOI)

Detachment Letterhead

SSIC
Code/Serial#
Date

From: Assistant Officer in Charge, Chief of Naval Air Training
Contract Administrative Unit Detachment (Location)
To: Quality Assurance Manager, (Name of Contractor)
Subj: CAR (LIST CAR #) LETTER OF ACCEPTANCE/REJECTION
(ACCEPTANCE/OR REJECTION OF RESPONSE TO CONTRACTOR
CORRECTIVE ACTION REQUEST)

1. Upon review of corrective action response, the Government (accepts or rejects) subject response

If rejected (List at a minimum areas and reasons for rejection)

If Accepted (no explanation required)

Respond By: (if required YY/MM/DD)

2. Follow up - validation for this CAR will be based on the Bench Marks set for completion/incorporation of the elements defined by your response (Based on contractors established bench marks for compilation).

OR

Subj: FINAL SUMMATION FOR (LIST SPECIFIC AUDIT, MONITOR, OR INVESTIGATION)

1. The following discrepancy(s)/observation(s) were discovered during the (list Audit, Monitor, or Investigation):

List the (findings) non compliance/or compliances (with applicable references)

2. Follow up - validation for this action (if required)

Respond By: (if required YY/MM/DD)

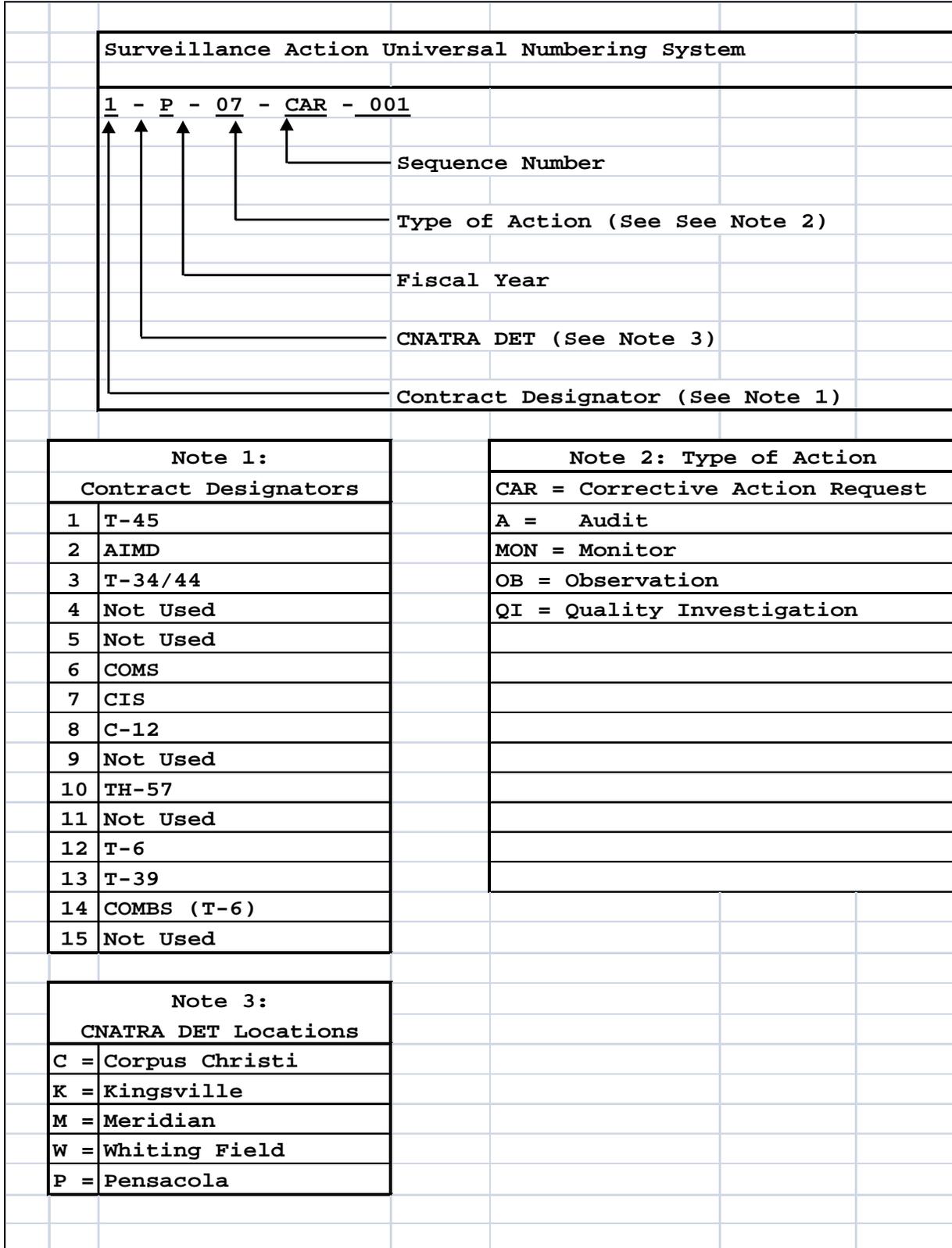
NAME OF SIGNER

Copy to:

Appendix D

CORRECTIVE ACTION REQUEST		
1. DATE: (YYMMDD)		2. CORRECTIVE ACTION REQUEST #
3. TO: (CONTRACTOR NAME, CONTRACT # AND PLATFORM)		4. FROM: (APPLICABLE DETACHMENT)
5. DESCRIBE THE NON-CONFORMING DISCREPANCY AND APPLICABLE REFERENCES (SECTION OF CONTRACT, ISO CLAUSES, CONTRACTOR WORK INSTRUCTION ETC.)		
6. IN YOUR REPLY, PLEASE INCLUDE A DESCRIPTION OF: <input type="checkbox"/> A. Root cause of non-conformance <input type="checkbox"/> B. Action taken to correct specific deficiency <input type="checkbox"/> C. Action taken to prevent recurrence of root cause of deficiency <input type="checkbox"/> D. Action taken to determine if other products or services are affected by same or similar deficiency <input type="checkbox"/> E. Target date for implementation of identified corrective action *Previous non-conformance and/or CAR number :		
7. CLASSIFICATION OF NONCONFORMANCE:		
<input type="checkbox"/> LEVEL I	<input type="checkbox"/> LEVEL II	
	<input type="checkbox"/> Safety of Flight	
	<input type="checkbox"/> Safe For Flight	
8a. NON-CONFORMANCE DISCUSSED WITH (NAME AND TITLE)		8b. THIS IS A REPEAT DISCREPANCY <input type="checkbox"/> YES <input type="checkbox"/> NO If YES is indicated a brief description of previous "like" non-conformance and/or CAR number is required in block #6
9. REQUEST YOU REPLY WITHIN ___ WORKING DAYS(_____)		
QAS SIGNATURE:		
10. CONTRACTOR RESPONSE: (USE THIS DOCUMENT AS A COVER SHEET AND ATTACH RESPONSE.)		
11a. TYPED OR PRINTED NAME OF CONTRACTOR REPRESENTATIVE:		11b. DATE (YYMMDD)
BLOCKS 12,13, AND 14 FOR GOVERNMENT USE ONLY		
12. STATEMENT OF GOVERNMENT EVALUATION OF CONTRACTOR'S RESPONSE (ATTACH LETTER OF INTENT)		
13. STATEMENT OF FOLLOWUP ACTION:		
14a. TYPED OR PRINTED NAME OF QAS:	14b. SIGNATURE (QAS)	14c. CAR CLOSED OUT (YYMMDD)

Appendix F



Appendix G

SSIC
Code\Serial#
Date

Example Government Surveillance Point

From: Assistant Officer in Charge, Chief of Naval Air Training
Contract Administrative Unit Detachment (Location)

To: Quality Assurance Manager, (Name of Contractor)

Subj: NOTIFICATION OF GOVERNMENT SURVEILLANCE POINT(S)(GSP)IAW
DFARS 246-2 (T-6 GOVERNMENT SURVEILLANCE POINTS)

1. Request notification to CNATRA Detachment via phone (PH #)
morning maintenance meeting, or email for the following
maintenance evolution(s):

- a. Final cable tension or mechanical rigging check
- b. Final 56 day inspection

2. Notification of receipt of letter is required in writing
within two business days.

NAME OF SIGNER

19 Mar 12

Appendix H

Detachment
Letter HeadSSIC
Code\Serial#
Date

Example Notification of Government Call Points (GCP)

From: Assistant Officer in Charge, Chief of Naval Air Training
Contract Administrative Unit Detachment (Location)
To: Quality Assurance Manager, (Name of Contractor)
Subj: GOVERNMENT CALL POINTS

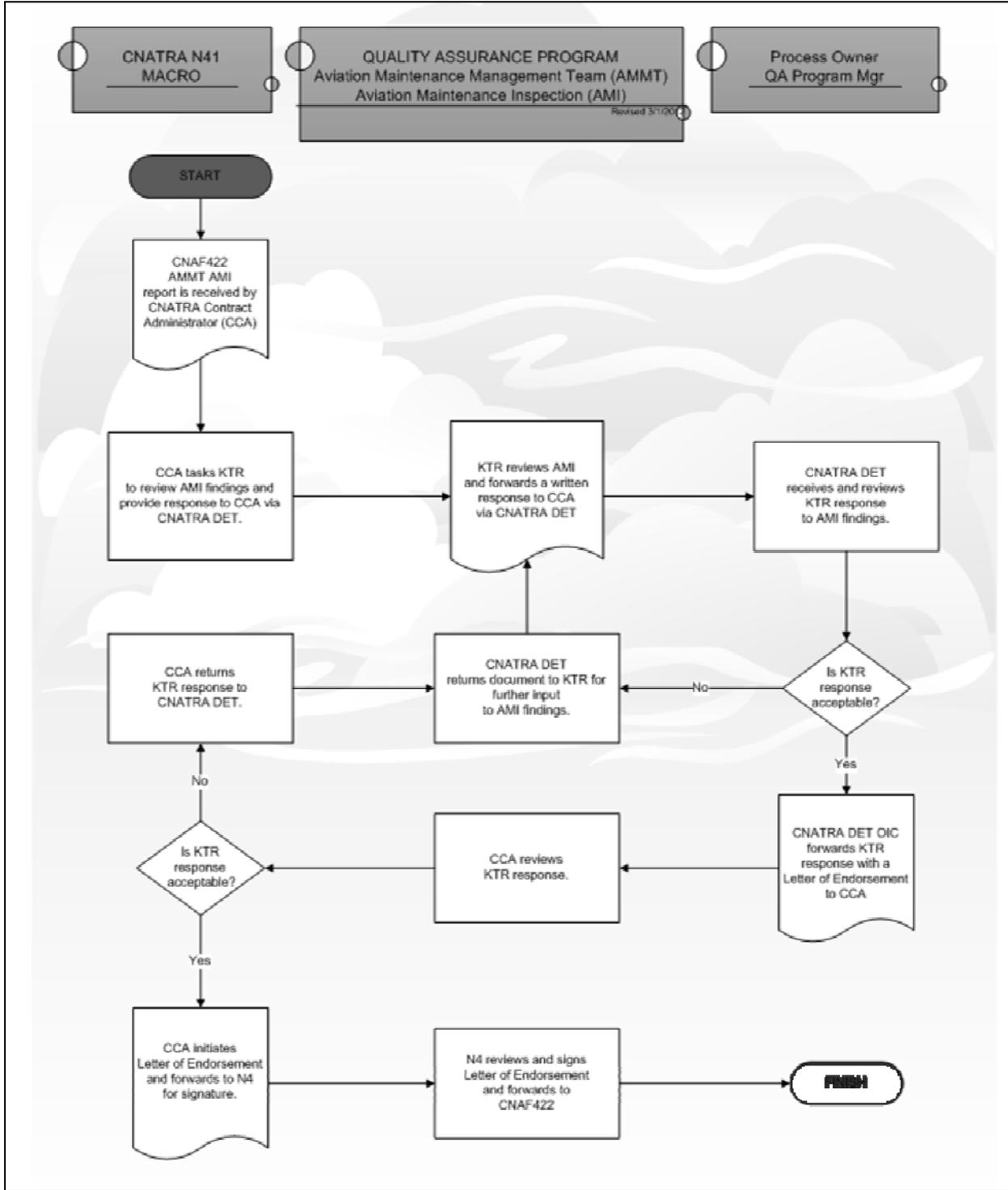
1. Request immediate notification the CNATRA Detachment OIC/AOIC via phone call during working hours at (PH#) if any of the below listed events occur. If after hours or if you are unable to contact detachment personnel, request you contact the Administrating Contracting Officer (ACO) (PH#) with a follow up call to the detachment the next working day.

- a. Aircraft mishap
- b. Animal/bird strike
- c. Engine:
 - Overtemp
 - Fodded
 - Cannibalization
 - Hightime/25 hours or less
 - Runaway engine
- d. Missing tools
- e. Lightning strike/storm damage
- f. Binding/jammed flight controls
- g. Emergency landings
- h. Misc. damage to aircraft or government equipment
- i. Serious injury to personnel
- j. Any condition requiring JDRS reporting
- k. If pilot/student refuses an aircraft

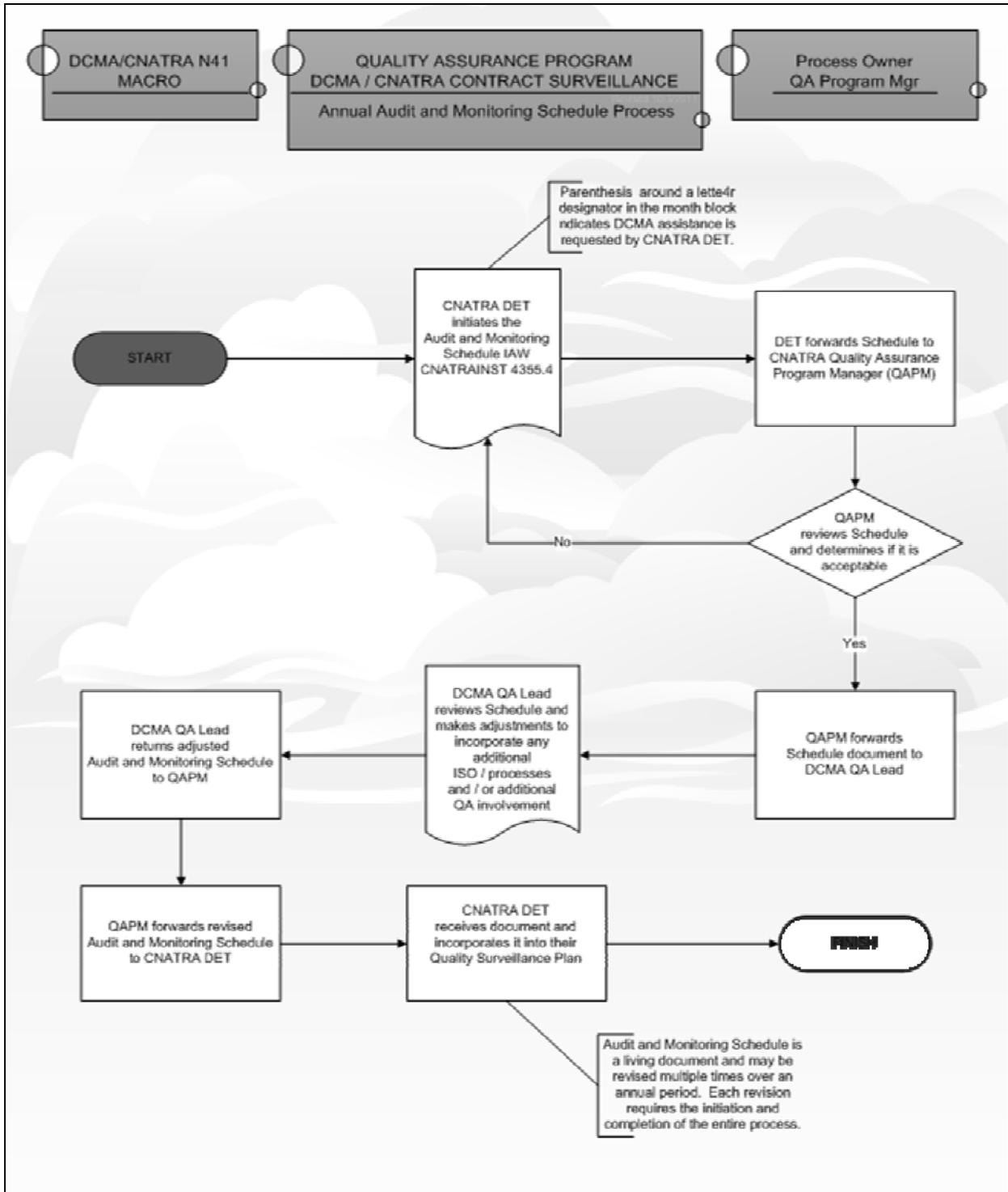
2. Please feel free to contact (name) at (ph #) if you have any questions.

NAME OF SIGNER
Officer In Charge

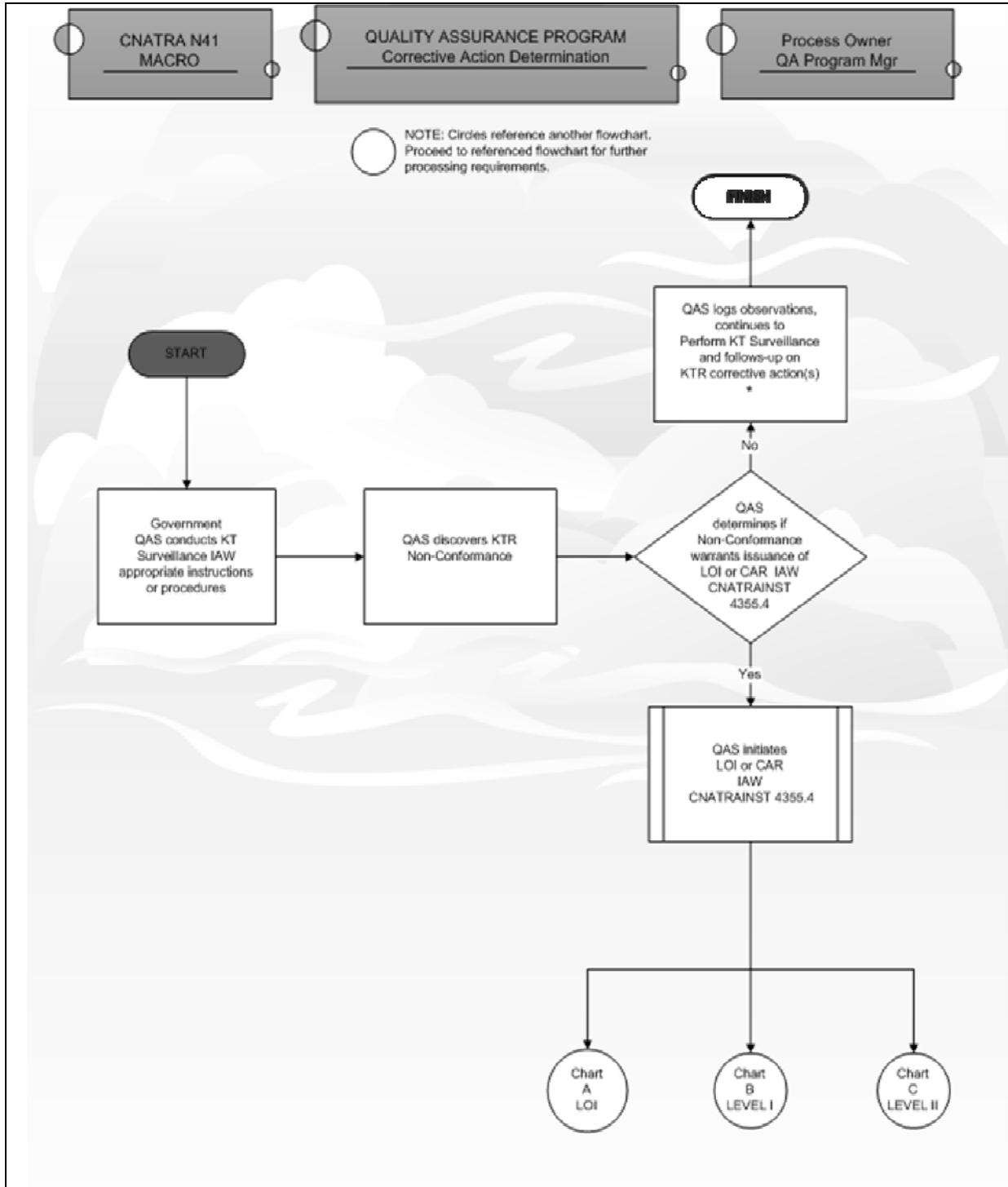
(AMMT) Aviation Maintenance Inspection (AMI) Flow Chart



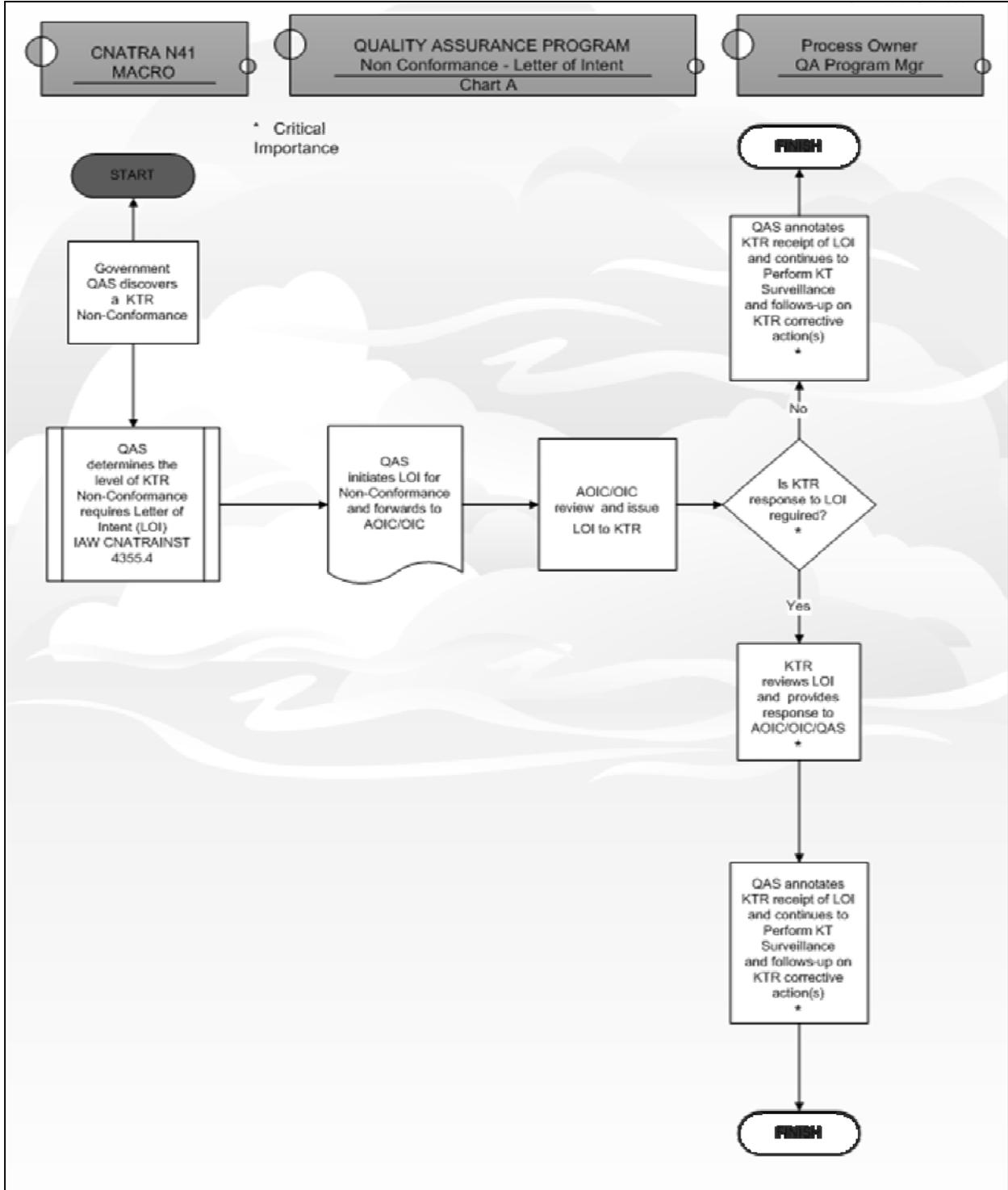
QA Program DCMA/CNATRA Contract Surveillance Flow Chart



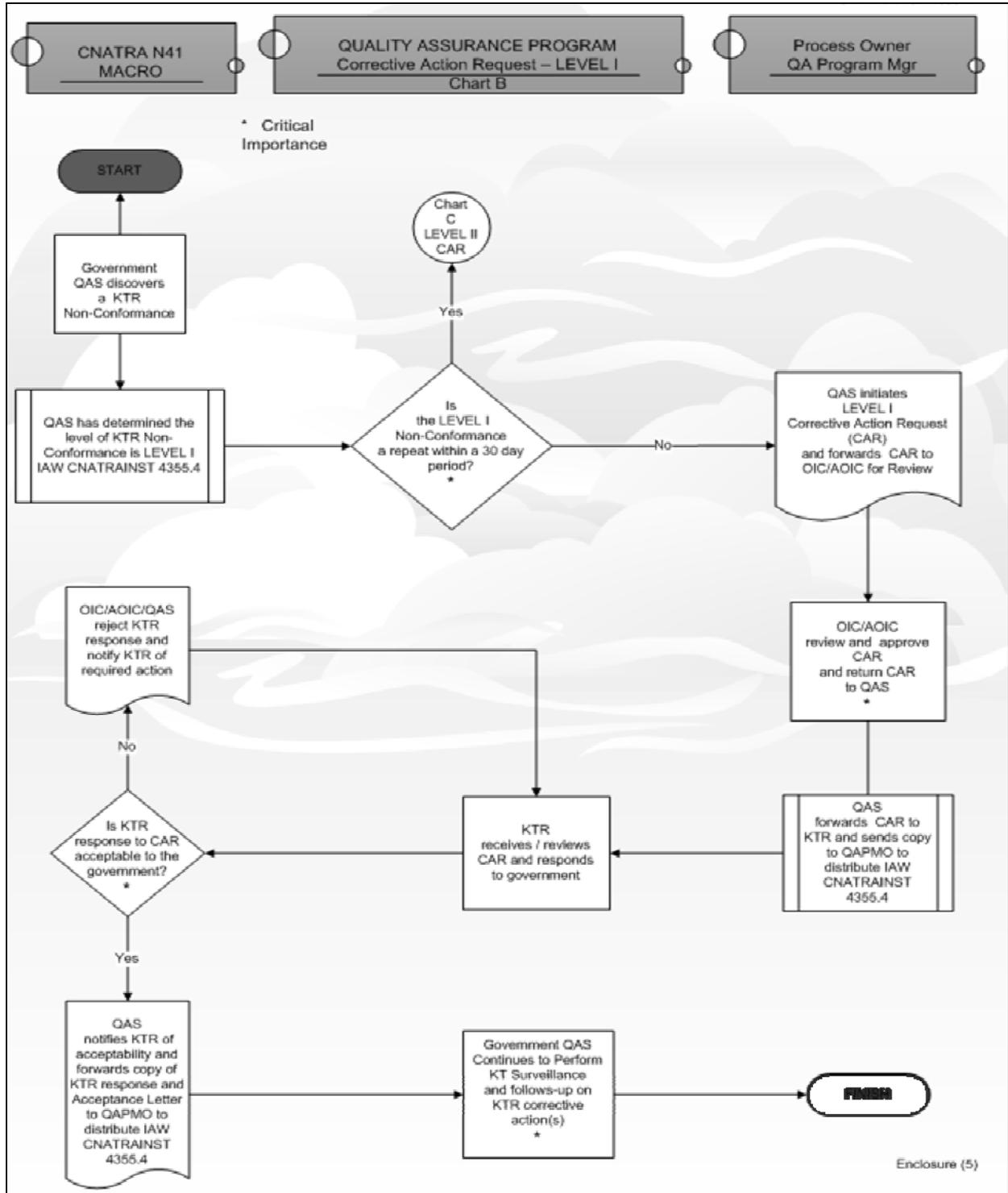
QA Program Corrective Action Determination Flow Chart



QA Program Non Conformance-Letter of Intent Chart A



QA Program Corrective Action Request LEVEL I Chart B



QA Program Corrective Action Request LEVEL II Chart C

