QUALITY ASSURANCE PROVISIONS

NSN: 1660-00-937-7176
P/N: (36659) 632232
NOMEN: Engine Bleed Air Check Valve
CSI

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number: 632232 latest revision and all details and specifications referenced therein.

I. Quality/Inspection Requirements

A. MIL-I-45208 or ISO 9000 equivalent applies:
B. First Article Testing applies:
C. Mandatory Inspection applies:
D. Production Lot Testing Applies:

II. Supplemental Requirements

A. Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent apply.

B. The contractor shall identify on the process/operation sheets all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article and/or Production Lot Testing without approval from the Engineering Support Activity (ESA), via the PCO.

C. The Inspection Method Sheets, which list the characteristics of each item produced under the contract, shall have traceability to the raw material, casting, or forging. In addition, the contractor is responsible for providing completed inspection method sheets showing the actual dimensions taken

D. Markings should be in accordance with MIL-STD-130 Rev. L. Method and location shall be in accordance with the drawing.

III. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor, as follows:

A. Level of Inspection (LOI):

1) Critical Characteristics: 100% inspection shall apply.

2) Major and Minor Characteristics - LOI shall be in accordance with a sampling plan acceptable to the QAR.

B. Critical Characteristics:

NONE

C. Major and Minor Characteristics Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

IV. Unless expressly provided for elsewhere in this Clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject items will not be provided by the Government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing

FIRST ARTICLE TESTS REQUIRED (Government Testing)

I. **First Article Inspection/Test Criteria**:

The tests to be performed under the First Article approval clause of the contract are:

A. Dimensional Check 100 % of finished part
B. Form
C. Compliance with all drawings, and specifications referenced therein.
D. Review documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Articles to be delivered hereunder shall also be subjected to those tests which will demonstrate that the articles comply with contract requirements. The contractor shall be responsible for providing necessary parts and repair of the First Article (s) during testing. The contractor shall be responsible for providing necessary parts and repair of the First Article Sample (s) during testing.

II. **Special Instructions:**
Sample (s) may be considered as production items under the contract provided the sample(s) can be refurbished to ready for issue (RFI) condition and provided the sample(s) have inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

Notification of Shipment of Material For Government Testing:

A. Fourteen (14) days prior to shipment of First Article Sample (s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

B. Upon shipment of First Article Samples, two (2) copies of the Material Inspection and Receiving report (DD form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO / ACO and the designated test facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

The contractor shall deliver TWO (2) UNITS of lot / item 001 within 250 days from the date of this contract to the government designated facility listed below.

NADEP JAX

NAVALAIR DEPOT
FAT TEST OFFICE
DOOR 16
NAS JACKSONVILLE, FL.32212-0016

Marking of test sample (s) shipping container:

"FOR FIRST ARTICLE TESTING. NOT FOR RFI, DO NOT TAKE UP IN STOCK".
CONTRACT NUMBER:

A. For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet and the testing requirements that are specified elsewhere in this contract.

B. Within 120 calendar days after the Government receives the First Article, the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for disapproval.

If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional testing following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

The Government shall act on this First Article within the time limit specified in paragraph B. above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

C. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

D. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor-

1) May deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.

2) Shall remove and dispose of any First Article from the government test facility at the contractor's expense.

E. If the Government does not act within the time specified in paragraph **B** or **C** above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

F. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for 1) progress payments, or 2) termination settlements if the contract is terminated for the convenience of the Government.

G. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.

H. The contractor shall provide specific written notification to the procuring contractor officer informing him/her of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to the testing activity. Failure to provide such notification shall excuse the government from any delay in performing First Article Testing and informing the contractor of the results thereof.

ALTERNATE OFFERS - WAIVER OF FIRST ARTICLE APPROVAL REQUIREMENTS

(I) Unless otherwise specified in the solicitation, the ESA and NAVAIR reserves the right to waive the First Article Approval. Requirements specified herein for offerors who have previously furnished ***IDENTICAL*** production articles accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer. An offeror requesting waiver of First Article Approval Requirements shall submit evidence with its offer establishing that:

(a) the last production unit was delivered within three (3) years of the issue date of solicitation AND
(b) the production location to be used for this requirement is the same as used for the previous production run.

Additionally, the offeror shall submit a CERTIFICATION, to be executed by the officer or employee responsible for the offer, stating that:

(c) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Manufacturer, AND
(d) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

(II) **Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein - one that is based on compliance with the First Article Approval Requirements AND one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements, it will be deemed to be based on compliance with the First Article Approval Requirements.**

(III) In the event waiver of the First Article Approval Requirements is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offeror's Proposed Alternate Delivery Schedule
(Based on waiver of First Article Approval Requirements)

Within Days:
Item No. _____ Quantity _____ After Date of Contract _____

PRODUCTION LOT TESTING REQUIREMENTS
[WITNESSED AND ACCEPTED AT THE CONTRACTORS FACILITY]

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

THE PRODUCTION LOT SAMPLES SHALL BE INSPECTED AT THE CONTRACTORS FACILITY WITNESSED AND ACCEPTED BY THE DCMA/QAR. A WRITTEN TEST REPORT SHALL BE FORWARDED TO THE CONTRACTING OFFICER. ALL 1423 REQUIREMENTS APPLY.

I. **Production Lot Test Requirements**

A. The cognizant CAO/QAR shall select 1 item at random from the production lot. In addition the QAR shall select one (1) item at random from each successive lot or portion thereof.

B. Production Lot Testing to be completed during production after First Article Approval.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

A. Compliance with drawings and all specification referenced therein.
B. Dimensional Check

In addition to the above tests, the Production Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

III. **Testing location**

A. <u>The Production Lot inspection shall be performed at the contractor's plant, by the contractor and witnessed and accepted by the DCMC/QAR. Within fifteen (15) days of completion of Production Lot Testing the CAO/QAR shall prepare and submit 0ne (1) copy of their test report with conclusions and recommendations to the ESA/NAVICP All 1423 requirements apply.</u>

B. Sample(s) may be considered as production items under the contract provided sample(s) can be refurbished to ready For Issue (RFI) condition and provided sample(s) have inspection approval of the cognizant DCMC. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

PRODUCTION LOT TESTING (CONTRACTOR TESTING)

A. If the contractor fails to provide any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

B. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminate all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

C. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of re-inspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.

D. Nothing contained in the foregoing provisions of this clause. and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled default.