

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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|---|--|---------------------------|---|----------------------|
| A. CONTRACT LINE ITEM NO. | | B. EXHIBIT | C. CATEGORY: TDP _____ TM _____ OTHER _____ | |
| D. SYSTEM/ITEM 2840-01-372-7959 | | E. CONTRACT/PR NO. | | F. CONTRACTOR |

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| 1. DATA ITEM NO. 0001 | | 2. TITLE OF DATA ITEM CERTIFICATION DATA REPORTS | | 3. SUBTITLE COMPLETE PROCESS/OPERATION SHEET | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/T1 | | | 5. CONTRACT REFERENCE | | 6. REQUIRING OFFICE DSC RICHMOND | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. DD 250 REQ LT | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY AS REQUIRED | 12. DATE OF FIRST SUBMISSION BLOCK 16* | | 14. DISTRIBUTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. APP CODE A | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION BLOCK 16** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16. REMARKS PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY//*UPON SUBMISSION OF FIRST ARTICLE TESTING//**IF THE PROCESS/OPERATIONS CHANGES AFTER APPROVAL OF FIRST ARTICLE TEST | | | | | <table border="1"> <tr> <td colspan="2">a. ADDRESSEE</td> <td colspan="2">b. COPIES</td> </tr> <tr> <td></td> <td></td> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> <tr> <td>NAVAIRCP 3.3.2</td> <td></td> <td>0</td> <td>1 0</td> </tr> <tr> <td>DSCR/VGC</td> <td></td> <td>0</td> <td>1 0</td> </tr> <tr> <td>CAO</td> <td></td> <td>0</td> <td>1 0</td> </tr> <tr> <td>15. TOTAL</td> <td>→</td> <td>0</td> <td>3 0</td> </tr> </table> | a. ADDRESSEE | | b. COPIES | | | | Draft | Final | | | Reg | Repro | NAVAIRCP 3.3.2 | | 0 | 1 0 | DSCR/VGC | | 0 | 1 0 | CAO | | 0 | 1 0 | 15. TOTAL | → | 0 | 3 0 |
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| | | Draft | Final | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Reg | Repro | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 17. PRICE GROUP |
| 18. ESTIMATED TOTAL PRICE |

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| 1. DATA ITEM NO. 0002 | | 2. TITLE OF DATA ITEM CERTIFICATION DATA/ REPORT | | 3. SUBTITLE COMPLETE INSPECTION METHOD SHTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/T2 | | | 5. CONTRACT REFERENCE | | 6. REQUIRING OFFICE DSC RICHMOND | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. DD 250 REQ LT | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY AS REQUIRED | 12. DATE OF FIRST SUBMISSION BLOCK 16* | | 14. DISTRIBUTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1. DATA ITEM NO. 0003 | | 2. TITLE OF DATA ITEM REQUEST FOR DEVIATION | | 3. SUBTITLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) DI-NDII-80640C | | | 5. CONTRACT REFERENCE | | 6. REQUIRING OFFICE DSC RICHMOND | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. DD 250 REQ LT | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY AS REQUIRED | 12. DATE OF FIRST SUBMISSION BLOCK 16 | | 14. DISTRIBUTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1. DATA ITEM NO. | | 2. TITLE OF DATA ITEM | | 3. SUBTITLE | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | 12. DATE OF FIRST SUBMISSION | | 14. DISTRIBUTION | | | | | | | | | | | | | | | | | | | | | | | | |
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| G. PREPARED BY Timothy L. Bennett <i>Timothy L. Bennett</i> | | H. DATE 11 May 2004 | I. APPROVED BY <i>[Signature]</i> | J. DATE 21 May 04 |
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CONTRACT DATA REQUIREMENTS LIST

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| | | | | | | | | | |
|---|----------------------------|---|---|-----------------------|---|-------------------------------------|------------------|---|---|
| A. Contract Line Item No. | | | B. Exhibit | | C. Category ENGINEERING | | | | |
| D. System/Item 2840-01-372-7959 | | | | E. Contract/PR NO. | | F. Contractor | | | |
| 1. Data Item No. 0005 | | 2. Title of Data Item: CERTIFICATION/DATA REPORTS | | | 3. Subtitle: CERTIFICATION/ DATA REPORTS | | | | |
| 4. Authority (Data Acquisition Document No.) DI-MISC-80678/T3 | | | | 5. Contract Reference | | 6. Requiring Office DSC RICHMOND | | | |
| 7. DD 250 Req LT | 9. Dist Statement Required | 10. Frequency AS REQUIRED | 12. Date of First Submission BLOCK 16 | | 14. Distribution | | | | |
| 8. APP Code A | | 11. As of Date | 13. Date of Subsequent Submission BLOCK 16 | | a. Addressee | | b. Copies | | |
| | | | | | | | Draft Final | | |
| | | | | | | | Reg Repro | | |
| <p>16. REMARKS</p> <p>PARA. 10.1, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY</p> <p>BLOCK 3:</p> <p>SEPARATE REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUBTITLES AND SHALL INCLUDE CERTIFICATIONS THAT ALL VENDORS PERFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED SOURCES. IN THE CASE WHERE OTHER THAN THE OEM'S SPECIFICATIONS ARE TO BE UTILIZED, SEPARATE CERTIFICATIONS ARE REQUIRED.</p> <p>1. MATERIAL CERTIFICATIONS AND ANALYSIS DOCUMENTATION FOR:</p> <p>a. P/N 5015T45P01: B50TF14 CL-B or CL-D STK THK .024-.026</p> <p>b. P/N 3017T99P02: AMS 5645</p> <p>c. P/N 3018T00P01: A50TF146 CL-B</p> <p>2. PROCESS CERTIFICATIONS FOR:</p> <p>a. P/N 5015T45P01: Heat Treat (Drawing Note 3)</p> <p>b. P/N 3017T99P02: Anneal (Drawing Note 2)</p> <p>BLOCK 12:</p> <p>UPON SUBMITTAL OF FIRST ARTICLE TESTING SAMPLE(S)</p> <p>CONTRACTOR SITE: FOR REVIEW</p> <p>GOVERNMENT SITE: AS DELIVERABLE</p> <p>BLOCK 13:</p> <p>UPON SUBMITTAL OF PRODUCTION LOT INSPECTION SAMPLE(S)</p> <p>CONTRACTOR SITE: FOR REVIEW</p> <p>GOVERNMENT SITE: AS DELIVERABLE</p> | | | | | NAVAIR CP | | 0 | 1 | 0 |
| | | | | | AIR- 3.3.2 | | | | |
| | | | | | DCMC/QAR | | 0 | 1 | 0 |
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| G. PREPARED BY Timothy L. Bennett | H. DATE 11 May 2004 | I. APPROVED BY | J. DATE 5/21/04 |
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MANDATORY QUALITY ASSURANCE PROVISIONS

P/N: (99207) 5015T45G02

NSN: 2840-01-372-7959

NOMEN: T58 LEVER, ACTUATING-VANE, STAGE 1

CRITICALITY: Critical Safety Item

DATE OF DETERMINATION: February 11 2002

APPLICABLE CLAUSES:

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (99207) 5015T45 Rev. M **or latest revision** and parts list revision A **or latest revision**, drawing number (99207) 3017T99 Rev. C **or latest revision** and part list revision C **or latest revision**, drawing number (99207) 3018T00 Rev. C **or latest revision** and parts list revision C **or latest revision**, and all details and specifications referenced therein.

II. Quality/Inspection Requirements

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

III. Supplemental Requirements

- A. Additionally, paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent applies.
- B. The contractor shall include on the detailed process/operation sheets developed, a tracking method that is traceable to the contract, all manufacturing sources performing processes/operations both those performed in-house and those outsourced and a tracking method that is traceable to the contract. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the ESA located at the H-46FST.6 (T58) Naval Air Depot, Cherry Point, NC via the PCO. Depending upon the proposed change, a new First Article Inspection may be required.
- C. The Inspection Method Sheets (IMS) which list the characteristics of each item produced under the contract shall have traceability to the raw material, casting, or forging. The tracking method used on the IMS shall have traceability to the contract. In addition, the contractor is responsible for providing completed IMS showing the actual dimensions taken for all critical characteristics.

MANDATORY QUALITY ASSURANCE PROVISIONS continued

D. Markings shall be I/A/W MIL-STD-130 latest revision, and method and location shall be I/A/W drawing.

IV. 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 I/A/W sampling plan acceptable to the QAR

B. Critical Characteristics (99207) 5015T45 (G02):

1) \ominus .2506/.2490 DIA

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 Zone H4

2) \ominus .1551/.1541 Zone J3

3)

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| \oplus | B | .001R |
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 Zone J3

4)

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| | D | .001 |
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 Zone H4

5) Drawing Note 2

6) Drawing Note 3

7) Drawing Note 9

8) P/N 5015T45P01 Lever Material B50TF14 CL-B or CL-C STK THK .024-.026

C. Critical Characteristics (99207) 3017T99 (P02):

1) \ominus .0932/.0920 DIA Zone B4

2)

| | | |
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| \nearrow | A | .002 |
|------------|---|------|

 Circular Zone C4

MANDATORY QUALITY ASSURANCE PROVISIONS continued

C. Critical Characteristics (99207) 3017T99 (P02): continued

3) Drawing Note 2

4) Material AMS 5645

D. Critical Characteristics (99207) 3018T00 (P01):

1) \ominus .0890/.0875 TYP 5 Places Zone D3

2) Material A50TF146 CL-6

E. Major and Minor Characteristics

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

V. 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 item(s) will not be provided by the Government 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 or referenced specification.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

P/N: (99207) 5015T45G02

NSN: 2840-01-372-7959

NOMEN: T58 LEVER, ACTUATING-VANE, STAGE 1

CRITICALITY: Critical Safety Item

DATE OF DETERMINATION: February 11 2002

APPLICABLE CLAUSES:

A. The contractor shall deliver unit(s) of lot/item within 180 calendar days from the date of this contract to the activity listed below for the purpose of partial inspection/testing and preparation of test report per the requirements specified in MIL-HDBK-831 prior to forwarding sample(s) with report to the Government designated test facility listed below:

**NAVAL AIR DEPOT
FIRST ARTICLE TEST-STA. 31B
ATTN: 3.3.2 (252) 464-7748
BLDG 154B CLEVELAND DR.
MCAS CHERRY POINT, NC 28533**

B. The contractor shall deliver two (2) units of lot/item within 180 calendar days from the date of this contract to the Government Marking of test sample(s) shipping container: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: _____ 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 the testing requirements are specified elsewhere in this contract.

C. Within 120 calendar days after the Government testing facility receives the First Article Sample(s), the QAR's signed Material Inspection and Receiving Report, DD Form 250 and all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection, any out-sourced process conducted on the First Article Sample(s) and all technical data used to manufacture the First Article Sample(s), 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 reasons for the disapproval.

D. 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, modification, 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 tests 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

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING) continued

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.

E. 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.

F. Unless otherwise provided in the contract, the contractor

1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;

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

G. 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.

H. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.

I. 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.

J. 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 and production lot.

K. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any; article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to DSCR-VGC and 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.

FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: (99207) 5015T45G02

NSN: 2840-01-372-7959

NOMEN: T58 LEVER, ACTUATING-VANE, STAGE 1

CRITICALITY: Critical Safety Item

DATE OF DETERMINATION: February 11 2002

I. First Article Inspection/Test Criteria:

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

A. Compliance with (99207) 5015T45 Rev. M **or latest revision** and parts list revision A **or latest revision**, drawing number (99207) 3017T99 Rev. C **or latest revision** and part list revision C **or latest revision**, drawing number (99207) 3018T00 Rev. C **or latest revision** and parts list revision C **or latest revision**, and all details and specifications referenced therein.

B. Identification: Verification and certification that the parts are identified per the requirements of (99207) 5015T45 Rev. M **or latest revision** and parts list revision A **or latest revision**, drawing number (99207) 3017T99 Rev. C **or latest revision** and part list revision C **or latest revision**, drawing number (99207) 3018T00 Rev. C **or latest revision** and parts list revision C **or latest revision**, and all details and specifications referenced therein.

C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.

D. Verification and certification of the overall workmanship of the First Article Sample(s).

E. Visual: Dimensional: 100% dimensional.

F. Fit/Form: To Next Higher Assembly

G. Material Analysis of the First Article Sample(s):

(1) P/N 5015T45P01 Lever:

(a) B50TF14 CL-B or CL-D Material Composition

(b) Drawing Note 3 Hardness of lever (Item 2) to be Rc 38-48 after heat treating, and aging. Hardness to be checked on Surface E (E4).

(2) P/N 3017T99P02 Rivet, Solid-Stepped Material Composition AMS 5645

(3) P/N 3018T00P01 Sleeve, Vane Lever Material Composition A50TF146 CL-B

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING) continued

H. Review of documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests that 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.

II. Samples to be submitted for testing:

A. Quantity 2 each.

B. Estimated Cost: To Be Determined (POC for First Article Inspection test quotes: Mr. Harold Hardison, AIR-6.1.1.1, DSN 451-7228/(252) 464-7228 or hardisonHL@navair.navy.mil).

III. Special Instructions:

A. Upon successful first article inspection all processes are to be frozen.

B. One sample will be destroyed during testing and will not be returned to the contractor. One sample may be considered as production items under the contract provided the sample could be refurbished to ready for issue (RFI) condition and provided the sample has 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.

C. Waiver of the destruction of the First Article test piece may be granted if the contractor provides a certified test coupon that is of the same material and has undergone the same special processes as the First Article test piece.

D. One sample is to be unpainted and all corrosive areas are to be coated with a light preservative on both samples.

Notification of Shipment of Material for Government Testing

A. Fourteen (14) days prior to shipment of the 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 sample(s) by the CAO/QAR. The First Article Sample(s) shall be forwarded to the following First Article point of contact at the designated test facility:

**NAVAL AIR DEPOT
FIRST ARTICLE TEST-STA. 31B
ATTN: 3.3.2 (252) 464-7748
BLDG 154B CLEVELAND DR.
MCAS CHERRY POINT, NC 28533**

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING) continued

B. Upon shipment of First Article Sample(s), 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 DSCR Code DSCR-VGC, and the designated test facility. In addition, the contractor must supply all detailed process/operation sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Magnetic Particle Inspection and any out-sourced process conducted on the First Article Sample(s). These forms and documentation may either be placed in the shipping container with the sample(s) or sent separately, however the envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM." These forms and documentation shall be sent to the following point of contact:

**NAVAL AIR DEPOT
FIRST ARTICLE TEST-STA. 31B
ATTN: 3.3.2 (252) 464-7748
BLDG 154B CLEVELAND DR.
MCAS CHERRY POINT, NC 28533**

Within 120 days after receipt of the sample(s) the test site shall complete testing/evaluation and submit a copy of their test report with conclusions and recommendations to DSCR-VGC.

PRODUCTION LOT TESTING REQUIREMENTS (CONTRACTOR TESTING)

P/N: (99207) 5015T45G02
NSN: 2840-01-372-7959
NOMEN: T-58 Actuating Vane, Stage 1 Lever
CSI: 2/2002

The Production Lot Test shall be performed at the contractor's facility and be witnessed and accepted by the DCMA QAR. A written test report shall be forwarded to the PCO IAW DD1423 requirements. It may be determined that a team from NAVICP and the NADEP will witness the Production Lot Inspection. This decision will be made based on previous results of a First Article inspection or if the First Article was waived and there were issues with subject part number.

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

I. Production Lot Test Sampling Requirements

The tests to be performed under the Production Lot approval clause of the contract are:

A. The cognizant CAO/QAR shall select the applicable number of items at random from the production lot per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes. In addition the QAR shall select the applicable number of items at random from each successive lot or portion thereof per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes.

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 all drawings and specifications referenced therein.

B. Dimensional Check

C. Review of documentation as provided under CDRL (DD1423) requirements.

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

III. Testing Location, Cost and Estimated Lead-Time

A. All testing to be accomplished at contractor's facility.

Within fifteen days of completion of Production Lot Testing, the CAO/QAR shall prepare and submit two copies of their test report with conclusions and recommendations to the **DLA Contracting Office and NAVICP code 0733.3**, and the ACO.

IV. Notification of Testing

The contractor shall notify the PCO, ACO and QAR prior to conducting Production Lot Tests so that the Government may witness such testing.

V. Inspection of Samples

PRODUCTION LOT APPROVAL (CONTRACTOR TESTING)

A. Upon inspection of Production Lot Sample(s), two (2) copies of the Material Inspection and Receiving (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the DLA Contracting Officer, NAVICP Philadelphia code

B. Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to Ready for Issue condition and provided the sample(s) have inspection approval of the cognizant CAO/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.

C. The Production Lot Samples shall be selected at random by the cognizant government inspector. The samples shall be identified by contract number, lot number and be clearly marked as follows:

PRODUCTION LOT TEST SAMPLES
NOT RFI MATERIAL
DO NOT TAKE UP IN STOCK

D. Such samples shall be tested in sufficient time prior to the delivery date of the production articles to allow a 10 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 15 days of the receipt of the samples, the CAO shall notify the DLA contracting officer, of the results of the testing, together with a recommendation for approval or disapproval.

E. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 25 days from their submission for testing, the contract delivery schedule shall be equitably adjusted as necessary.

F. If the contractor fails to deliver 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.

G. 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: 1) terminate all or any portion of this contract for default; 2) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures proposed by the contractor for rework are acceptable to the Government, or; 3) 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.

H. 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 reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.

I. 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.