

## QUALITY ASSURANCE PROVISIONS

DATE: 9 January 2009  
P/N: (63005) 23056964  
NSN: 5325-00-72I-8384  
NOMEN: INSERT-DRAIN PLUG  
CAI

### APPLICABLE CLAUSES:

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number revision **B** and all details and specifications referenced therein.

### II. Quality/Inspection Requirements

- A. Meets the requirements of Mil-I-45208A, ISO-900I, or equivalent.
- B. First Article Testing applies. CONTRACTORS FACILITY
- C. Production Lot Testing applies. CONTRACTORS FACILITY
- D. Mandatory Inspection applies.

### III. Supplemental Requirements

- A. Meets the requirements of MIL-Q-9858 (paragraphs 3.I-3.5, 5.I-5.2, and 6.I-6.2), ISO-900I, or equivalent.
- 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 and/or Production Lot Testing without approval from the BDE via the PCO. Any proposed change may require a new First Article Inspection.
- C. The Inspection Method Sheets (IMS)/Final Inspection Sheets shall list the characteristics of each item produced under the contract. The manufacture shall be required to provide certifications of raw material including castings and forgings. The material source(s) shall be identified and the documentation shall reference the customer and or contract number. The contractor is responsible for providing completed IMS/Final Inspection Sheets showing the actual dimensions taken for all characteristics. Critical Characteristics shall be annotated as such on the IMS sheets.

QUALITY ASSURANCE PROVISIONS (continued)

D. Markings shall be IAW MIL-STD-I30 latest revision, and method and location shall be IAW 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:

NONE

C. 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 TESTS REQUIREMENTS (CONTRACTOR TESTING)

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A U. S. Government Team consisting of DCMA/QAR, Personnel from NAVICP, and Cognizant FRC shall witness testing.

No arrangements will be made for inspection of the sample until the DCMA notifies the PCO that the contractor has inspected the sample and is 100% ready for inspection by the Government team. The DCMA QAR shall be present during the inspection team's visit to the manufacturing site to perform the first article inspection.

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%)
- B. Compliance with drawings and all details and specifications referenced therein.
- C. Review documentation as provided under CDRL DD I423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate whether the article(s) comply with contract requirements.

II. Special Instructions. The contractor shall be responsible for providing necessary parts and repair of First Article Sample(s) during testing.

III. Notification of Testing. The contractor shall notify the PCO, ACO and QAR prior to conducting the First Article Tests so that the Government may witness such testing.

IV. Test Report. The test report shall be in accordance with MIL-HDBK-83I or equivalent, and shall be submitted (2) copies via the Cognizant CAO/QAR to NAVICP code 0733.3

The ACO/QAR shall provide comments on Form DD I222 (2 copies) which shall be forwarded with the test report. The cognizant government inspecting activity shall issue a report accepting or rejecting the first article. Final approval of the test report is the PCO's responsibility. Upon notification of approval/conditional approval, the ACO shall execute the DD 250 to indicate Government acceptance of the test report.

V. Disposition of First Article Sample(s)

- A. 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 provided and are ready for shipment.

FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

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A. The contractor shall test one (1) unit(s) of lot/item 000I as specified in this contract. At least 45 days before beginning of First Article Tests, the contractor shall notify the PCO, in writing, of the time and location of the testing so that the Government may witness the tests.

B. The contractor shall submit the First Article Test Report within 15 days from the date of completion of First Article Testing to :

NAVICP PHILADELPHIA / CODE 0733.3 / 073.7  
700 ROBBINS AVE / BUILDING 2C  
PHILADELPHIA, PENNSYLVANIA. 19111

Marked "FIRST ARTICLE TEST REPORT: Contract No., Lot/Item No.". Within 30 calendar days after the government receives the test report, the PCO 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.

C. If the First Article is disapproved, the contractor, upon government request, shall repeat any or all First Article Tests. After each request for additional tests, 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 tests following disapproval. The contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time 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.

D. If the contractor fails to deliver any First Article report 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.

E. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor may deliver the approved First Article as part of the contract quantity if it meets all contract requirements for acceptance.

F. If the government does not act within the time specified in paragraph B 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.

G. 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
- 2) Termination settlements if the contract is terminated for the convenience of the Government.

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

ALTERNATE OFFERS - WAIVER OF FIRST ARTICLE APPROVAL REQUIREMENTS

I. Unless otherwise specified in the solicitation NAVICP 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 Contractor. 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 Contractor, 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 that 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)

Item No. \_\_\_\_\_ Quantity \_\_\_\_\_ Days After Contract Award

## PRODUCTION LOT TESTING REQUIREMENTS (CONTRACTOR TESTING)

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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 DDI 423 requirements. It may be determined that a team from NAVICP and the NADEP will witness the Production Lot Inspection.

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 ZI.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 ZI.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 (DDI423) 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

All testing is 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 PCO via 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 PCO.

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 PCO, 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 re-inspection, 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.

**CONTRACT DATA REQUIREMENTS LIST**

*(2 Data Items)*

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 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 this 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.

A.CONTRACT LINE ITEM NO.				B.EXHIBIT		C.CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
D.SYSTEM/ITEM 5325-00-721-8384 / 23056964				E.CONTRACT/PR NO.		F.CONTRACTOR			
1.DATA ITEM NO. 0001		2.TITLE OF DATA ITEM CERTIFICATION DATA/REPORTS			3.SUBTITLE COMPLETE PROCESS/OPERATION SHEETS				17.PRICE GROUP
4.AUTHORITY (Data Acquisition Document No.) DI—MISC—80678/T1			5.CONTRACT REFERENCE N/A			6.REQUIRING OFFICE NAVICP			18.ESTIMATED TOTAL PRICE
7.DD250 REQ LT	9.DIST STATEMENT REQUIRED B		10.FREQUENCY AS REQ	12.DATE OF FIRST SUBMISSION AS REQ		14.DISTRIBUTION			
8.ADP CODE A			11.AS OF DATE N/A	13.DATE OF SUBSEQUENT SUBMISSION AS REQ		a. ADDRESSEE	b. COPIES		
							Draft	Final	
							Reg	Repro	
16.REMARKS Paragraphs 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4 and 10.5 apply.  Block 12: First submission to be made upon submission of <First Article/Production Lot> testing sample. * Make submission to: NAVICP Code 0733.3 / 700 Robbins Ave, Bldg:2C / Phila, Pa. 19111  Block 13: Second submission required if the process/operation changes after approval of <FIRST ARTICLE/PRODUCTION LOT> test.						SEE BLK I6*	00	01	00
						SEE BLK I6**	00	01	00
						FRC	00	01	00
						CAO/QAR	00	01	00
						15.TOTAL	00	04	00
1.DATA ITEM NO. 0002		2.TITLE OF DATA ITEM CERTIFICATION DATA/REPORTS			3.SUBTITLE COMPLETED INSPECTION METHOD SHEETS				17.PRICE GROUP
4.AUTHORITY (Data Acquisition Document No.) DI—MISC—80678/T2			5.CONTRACT REFERENCE N/A			6.REQUIRING OFFICE NAVICP			18.ESTIMATED TOTAL PRICE
7.DD 250 REQ LT	9.DEST STATEMET REQUIRIED B		10.FREQUENCY AS REQ	12.DATE OF FIRST SUBMISSION AS REQ		14 DISTRIBUTION			
8.ADP CODE A			11.AS OF DATE N/A	13.DATE OF SUBSEQUENT SUBMISSION AS REQ		a. ADDRESSEE	b. COPIES		
							Draft	Final	
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16.REMARKS Paragraphs 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4 and 10.5 apply.  Block 12: First submission to be made upon submission of <First Article/Production Lot> testing sample. * Make submission to: NAVICP Code 0733.3 / 700 Robbins Ave, Bldg:2C / Phila, Pa. 19111  Block 13: Second submission required if the process/operation changes after approval of <FIRST ARTICLE/PRODUCTION LOT> test.						SEE BLK I6*	00	01	00
						SEE BLK I6**	00	01	00
						FRC	00	01	00
						CAO/QAR	00	01	00
						15.TOTAL	00	04	00
G.PREPARED BY Hughes, Robert: Code 0733.3			H.DATE 9 January 2009		I.APPROVED BY Mark Fitting / 073.7		J.DATE 9 January 2009		

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

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A.CONTRACT LINE ITEM NO.		B.EXHIBIT		C.CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
D. SYSTEM/ITEM 5325-00-721-8384 / 23056964		E.CONTRACT/PR NO.		F.CONTRACTOR			
I.DATA ITEM NO. 0003	2.TITLE OF DATA ITEM REQUEST FOR DEVIATION			3.SUBTITLE			17.PRICE GROUP
4.AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640C		5.CONTRACT REFERENCE N/A		6.REQUIRING OFFICE DSC			18.ESTIMATED TOTAL PRICE
7.DD250 REQ LT	9.DIST STATEMENT REQUIRED B	10.FREQUENCY AS REQ	12.DATE OF FIRST SUBMISSION	14.DISTRIBUTION			
8.ADP CODE A		11.AS OF DATE AS REQ	13.DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES		
					Draft	Final	
						Reg	Repro
16.REMARKS REQUIRED FOR EVERY DEVIATION/WAIVER THE LIFE OF THE CONTRACT				DCMC/ACO	00	01	00
				DCMC/QAR	00	01	00
				PCO	00	01	00
				15.TOTAL	00	03	00
I.DATA ITEM NO.	2.TITLE OF DATA ITEM			3.SUBTITLE			17.PRICE GROUP
4.AUTHORITY (Data Acquisition Document No.)		5.CONTRACT REFERENCE		6.REQUIRING OFFICE			18.ESTIMATED TOTAL PRICE
7.DD 250 REQ	9.DEST STATEMET REQUIRED	10.FREQUENCY	12.DATE OF FIRST SUBMISSION	14 DISTRIBUTION			
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				15.TOTAL			
G.PREPARED BY Hughes, Robert / 0733.3		H.DATE 9 January 2009	I.APPROVED BY Mark Fitting / 073.7		J.DATE 9 January 2009		



**INSTRUCTION FOR COMPLETING DD FORM 1423**  
(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT

**FOR GOVERNMENT PERSONNEL**

**Item A.** Self-explanatory

**Item B.** Self-explanatory

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual  
Other - other category of data, such as Provisioning, Configuration Management, etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award)

**Item F.** Self-explanatory (to be filled in after contract award)

**Item G.** Signature of preparer of CDRL

**Item H.** Date CDRL was prepared

**Item I.** Signature of CDRL approval authority

**Item J.** Date CDRL was approved

**Item 1.** See DoD FAR Supplement Subpart 4 71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry)

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-1 (AMSDL), or one-time DID number, that defines data content and format requirements

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number)

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref DoD 5230.24)

**Item 10.** Specify number of times data items are to be delivered

**Item 11.** Specify as-of date of data item, when applicable

**Item 12.** Specify when first submittal is required

**Item 13.** Specify when subsequent submittals are required, when applicable

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee.  
Explain reproducible copies in Item 16

**Item 15.** Enter total number of draft/final copies to be delivered

**Item 16.** Use for additional clarifying information for items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

**FOR THE CONTRACTOR**

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production development, testing, and administration) but which is required by DD Form 1423

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort both the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirement, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production development for the Government of that item's data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if not data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract

**THESE QUALITY ASSURANCE  
REQUIREMENTS  
HAVE BEEN DEVELOPED BY THE ESA  
AND ARE NOT TO BE WAIVED  
WITHOUT PRIOR WRITTEN CONSENT  
FROM NAVICP PHILADELPHIA**

**THIS IS A CRITICAL ITEM AND AS  
SUCH THESE REQUIREMENTS WERE  
WRITTEN  
TO ENSURE COMPLIANCE WITH ALL  
DRAWINGS AND SPECIFICATIONS.**