

QUALITY ASSURANCE PROVISIONS

14153 QAP-CSI209
13 SEP 06

P/N: 74A411623-2003

NSN: 5360-01-289-2476

NOMEN: SPRING, HELICAL, COMP

CRITICALITY (CSI/CAI/Non-critical): CSI

DATE OF DETERMINATION: 31-OCT-2005

APPLICABLE CLAUSES:

- 1) Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 74A411623-2003 REV A and parts list revision 74A411623-2003 REV A and all details and specifications referenced therein.
- 2) Quality/Inspection Requirements
 - a) ISO 9000 and/or MIL-I-45208 or equivalent applies.
 - b) First Article Testing applies. (CONTRACTOR)
 - c) Production Lot Testing applies. (CONTRACTOR)
 - d) Mandatory Inspection applies.
- 3) Supplemental Requirements
 - a) ISO 9000 and/or MIL-Q-9858 (paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2) or 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 NAVAIR North Island Code 4.3.5.5.0 via the PCO. Any proposed change may require a new First Article Inspection.
 - 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.
 - d) Markings shall be IAW MIL-STD-130 latest revision, and method and location shall be IAW drawing.

QUALITY ASSURANCE PROVISIONS
(continued)

4) Mandatory Inspection Requirements

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

b) Level of Inspection (LOI).

- i) Critical Characteristics: 100% inspection shall apply.
- ii) Major and Minor Characteristics - LOI shall be I/A/W sampling plan acceptable to the QAR.

c) Critical Characteristics 74A411623-2003:

- i) Dimensional Check (100%)
- ii) Compliance with drawing 74A411623-2003 Rev A and specifications referenced therein.
- iii) Review documentation as provided under DD 1423 requirements.
- iv) Measure spring stiffness per Note 7 of 74A411623-2003 Rev A.
- v) Non-Destructive Inspection: Penetrant Inspection per Boeing P.S. 21201 Class A.
- vi) Fit/Form/Function: N/A
- vii) Material analysis of First Article Samples(s):
 - (1) Validate Hardness
 - (2) Validate Material Composition Chemistry
- viii) Validate finish per 74A901001

d) Major and Minor Characteristics

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

5) 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.

6) The following manufacturing aid(s) will be furnished for the purpose(s) indicated and shall be returned to the Government after use as intended and not later than the delivery date of the last production item of the contract.

7) The below listed drawings apply and are being furnished.

- a) 74A411623 Revision A

FIRST ARTICLE TESTS REQUIRED (CONTRACTOR TESTING)

P/N: 74A411623-2003

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A U. S. Government Team consisting of Quality Assurance, Industrial Specialists, and Engineering personnel from NAVAIR NORTH ISLAND, shall witness testing. POC is Geoffry Stupfel, 4.3.5.5.0, (619) 767-1385

The BDE activity will not make any arrangements for inspection of the sample until a letter from the DCMA has been sent to the PCO and NAVICP advising that the contractor has inspected the sample and is 100% ready for inspection by the BDE activity and NAVICP. This letter will be forwarded to the BDE activity. The DCMA QAR shall be present during the inspection team's visit to the manufacturing site to perform the first article inspection.

1) 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 drawing 74A411623-2003 Rev A and specifications referenced therein.
- c) Review documentation as provided under DD 1423 requirements.
- d) Measure spring stiffness per Note 7 of 74A411623-2003 Rev A.
- e) Non-Destructive Inspection: Penetrant Inspection per Boeing P.S. 21201 Class A.
- f) Fit/Form/Function: N/A
- g) Material analysis of First Article Samples(s):
 - i) Validate Hardness
 - ii) Validate Material Composition Chemistry
- h) Validate finish per 74A901001

2) 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.

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

FIRST ARTICLE TESTS REQUIRED (CONTRACTOR TESTING)

Continued

- c) Test Report. The test report shall be in accordance with MIL-HDBK-831 or equivalent, and shall be submitted (2) copies via the Cognizant CAO/QAR to DLA and (1) copy to the address and POC listed below:

**Commanding Officer
Naval Air Depot
ATTENTION: MR. JESSE PANIS /
CODE 93001
BUILDING 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058**

- 3) The CAO/QAR shall provide comments on Form DD 1222 (2 copies) which shall be forwarded with the test report. The Cognizant Engineering Authority NAVAIR-North Island 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.
- 4) 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.
- b) One sample is to be unpainted. Corrosive areas are to be coated with a light preservative.

FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

P/N: 74A411623-2003

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CRITICALITY (CSI/CAI/Non-critical): CSI

DATE OF DETERMINATION: 31-OCT-2005

- 1) The contractor shall test **TWO (2)** unit(s) of lot/item 0001 as specified in this contract. At least 45 days before beginning of First Article Tests, the contractor shall notify the contracting officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- 2) The contractor shall submit the First Article Test Report within]
120 DAYS from the date of this contract to:

**Defense Supply Center Phila.
ATTN: Joyce Stitsworth
700 Robbins Ave. Bldg 3B Code NASA
Phila. PA. 19111-5096**

And

**Commanding Officer
Naval Air Depot
ATTENTION: MR. JESSE PANIS /
CODE 93001
BUILDING 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058**

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

- 3) 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.
- 4) 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.

FIRST ARTICLE APPROVAL (CONTRACTOR TESTING)

continued

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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**

- 1) Unless otherwise specified in the solicitation, 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 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.**

- 2) Additionally, the offeror shall submit a CERTIFICATION, to be executed by the officer or employee responsible for the offer, stating that:
 - a) **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**
 - b) **the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.**
 - (1) (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.)

- 3) **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.**

- 4) 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. 74A411623 REV A Quantity _____ Days After Contract Award _____

PRODUCTION LOT TESTING REQUIREMENTS (CONTRACTOR TESTING)

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

1) 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.

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

a) Compliance with drawing 74A411623-2003 revision A 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 delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

3) 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 DSCR-VGC, the Basic Design Engineer, and the ACO.

PRODUCTION LOT TESTING REQUIREMENTS (CONTRACTOR TESTING)

Continued

4) Notification of Testing

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

5) Inspection of Samples

- 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 **DSCP-IRE** with duplicate copies to **NAVAIR-North Island** and to the designated test facility. The envelope shall be clearly marked. **"DO NOT OPEN IN MAILROOM"**.
- 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.

PRODUCTION LOT APPROVAL (CONTRACTOR TESTING)

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- 1) The Production Lot Samples shall be selected **at random** by the cognizant government inspector. The samples shall be identify by **contract number**, lot number and be clearly marked as follows:

PRODUCTION LOT TEST SAMPLES

NOT RFI MATERIAL

DO NOT TAKE UP IN STOCK

- 2) 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 contracting officer, DSCP-IRE, of the results of the testing, together with a recommendation for approval or disapproval.
- 3) 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.
- 4) 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.
- 5) 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 proposed 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.
- 6) 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.
- 7) 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.

