QUALITY ASSURANCE PROVISIONS

P/N: 74A410717-2005
NSN: [redacted]
NOMEN: PIN-APEX, SIDE BRACE, MLG
CRITICALITY (CSI/CAI/Non-critical): CSI
DATE OF DETERMINATION: 09/13/2006

APPLICABLE CLAUSES:

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number **74A410717 REV H** and parts list revision **74A410717 REV H** and all details and specifications referenced therein.

II. Quality/Inspection Requirements

A. ISO 9000 and/or MIL-I-45208 or equivalent applies.

B. First Article Testing applies. (GOVERNMENT)

C. Production Lot Testing applies. (CONTRACTOR)

D. Mandatory Inspection applies.

III. Supplemental Requirements

A. ISO 9000 and/orMIL-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 **F/A-18 FST, NAVAIRDEPOT North Island** 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.

QUALITY ASSURANCE PROVISIONS
(continued)

D. Markings shall be IAW MIL-STD-130 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 for Boeing Aircraft Corp. Drawing P/N **74A410717 REV H** are:

1) **Material composition validated by certification**
2) **Material heat treatment validated thru certification**
3) **Magnetic particle inspection validated thru certification**
4) **Temper etch inspection validated thru certification**
5) **Shot peening validated thru certification**
6) **Penetrant inspection validated thru certification**
7) **Validate critical dimensions are within blueprint tolerance as shown in enclosure (1).**

C. Major and Minor Characteristics

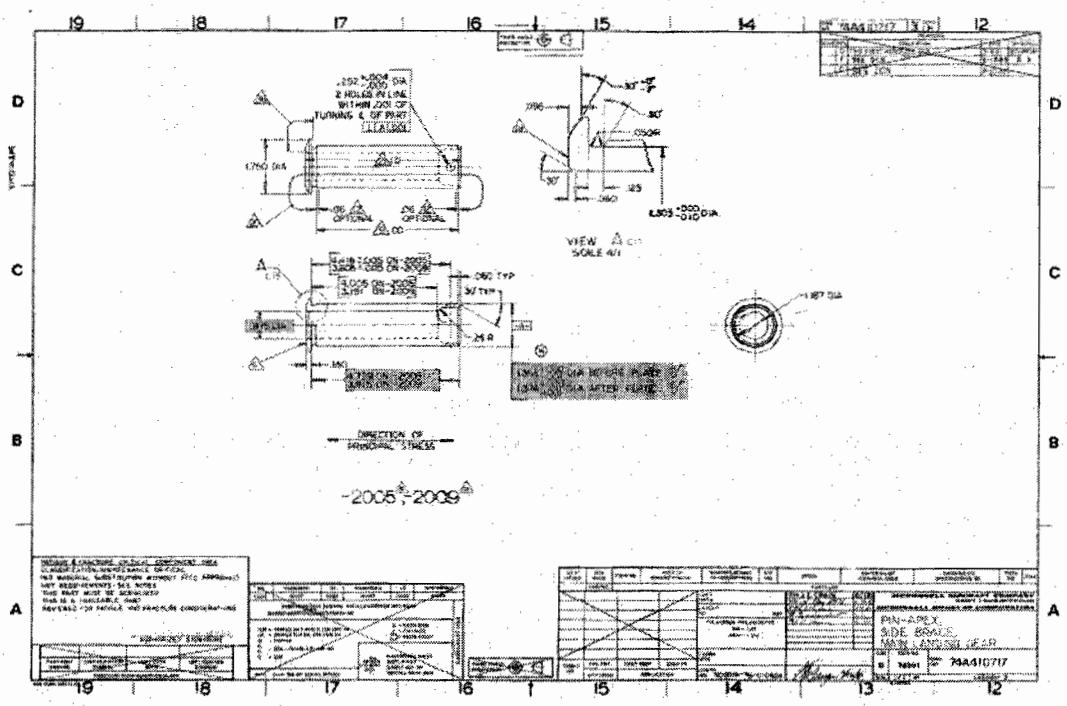
1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

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.

VI. 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.

VII. The below listed drawings apply and are being furnished.

Enclosure (1)
CRITICAL DIMENSIONS



FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: 74A410717-2005
NSN: 5315-01-150-1397
NOMEN: PIN-APEX, SIDE BRACE, MLG
CRITICALITY (CSI/CAI/Non-critical): CSI
DATE OF DETERMINATION: 09/13/2006

I. First Article Inspection/Test Criteria:

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

A. Compliance with **74A410717 REV H**, parts list revision, **74A410717 REV H**, and all details and specifications referenced therein.

B. Identification: Verification and certification that the parts are identified per the requirements of **74A410717 REV H** and all specifications referenced therein.

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

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

E. Dimensional: Verification and certification of 100% dimensional check of the First article Sample.

F. Non-Destructive Inspection: **NDI unplated/unpainted FAT item**

G. Fit/Form/Function: **N/A**

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

a. **Verify material complies with drawing specification and heat treatment.**

I. Review of documentation as listed below:

a. **Material certifications**
b. **Heat treatment certifications**
c. **NDI Certification**
d. **Manufacturing Routers**
e. **Any other certification the QAR deems appropriate**

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING) (continued)

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. One sample finished (Chrome plated and painted), Other sample unfinished (not plated and painted).

B. Estimated Cost: **TBD**

POC for estimates at NADEP NI is Mr. Jesse Panis, COMP-93001, (619) 545-3828 or jesse.panis@navy.mil.

III. Special Instructions:

A. Upon successful first article inspection all processes are to be frozen. Any change to the manufacturing process will be cause for a new First Article Inspection.

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 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.

IV. 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 ACO/QAR. The First Article Sample(s) shall be forwarded to the following First Article point of contact at the designated test facility:

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING)
(continued)

NAVAL AIR DEPOT
BLDG 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058
ATTN: MR. JESSE PANIS CODE 9.3.0
(619) 545-3828

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
BLDG 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058
ATTN: MR. JESSE PANIS CODE 9.3.0
(619) 545-3828

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 DSCP-NAB

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)
(continued)

P/N: 74A410717-2005
NSN: 5315-01-150-1397
NOMEN: PIN-APEX, SIDE BRACE, MLG
CRITICALITY (CSI/CAI/Non-critical): CSI
DATE OF DETERMINATION: 09/13/2006

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
BLDG 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058
ATTN: **MR. JESSE PANIS CODE 9.3.0**
(619) 545-3828

B. The contractor shall deliver **two (2)** unit(s) of lot/item within 180 calendar days from the date of this contract to the Government, with marking on the test sample(s) shipping container to read: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: TBD. 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.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)
(continued)

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 Government. The Government shall act on this First Article within the time limit specified in paragraph C 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 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.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)
(continued)

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 **DSCP** 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.

ALTERNATE OFFERS - WAIVER OF FIRST ARTICLE APPROVAL REQUIREMENTS

I. 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.

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)

P/N: 74A410717-2005
NSN: 5315-01-150-1397
NOMEN: PIN-APEX, SIDE BRACE, MLG
CRITICALITY (CSI/CAI/Non-critical): CSI
DATE OF DETERMINATION: 09/13/2006

A U.S. Government Team consisting of Quality Assurance, Industrial Specialists, and Engineering personnel from the **BDE activity** may witness testing.

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 inspection.

The material produced under contract shall be accepted by the cognizant CAO/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 drawing **74A410717 REV H** and specifications referenced therein.

B. 100% Dimensional Check (pre and post plating)

PRODUCTION LOT TESTING REQUIREMENTS (CONTRACTOR TESTING) (Continued)

C. Review of documentation to ensure parts meeting drawing requirements as listed below.

a. **Material certification**
b. **Heat treatment certification**
c. **NDI Certification**
d. **Manufacturing Routers**
e. **Any other certification the QAR deems appropriate**

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 **DSCR-VGC**, the Basic Design Engineer, 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

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 DSCR-VGC with duplicate copies to **F/A-18 Code 4.3.5 NAVAIRDEPOT 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)

P/N: 74A410717-2005
NSN: 5315-01-150-1397
NOMEN: PIN-APEX, SIDE BRACE, MLG
CRITICALITY (CSI/CAI/Non-critical): CSI
DATE OF DETERMINATION: 09/13/2006

A. 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

B. 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, DSCR-VGC, of the results of the testing, together with a recommendation for approval or disapproval.

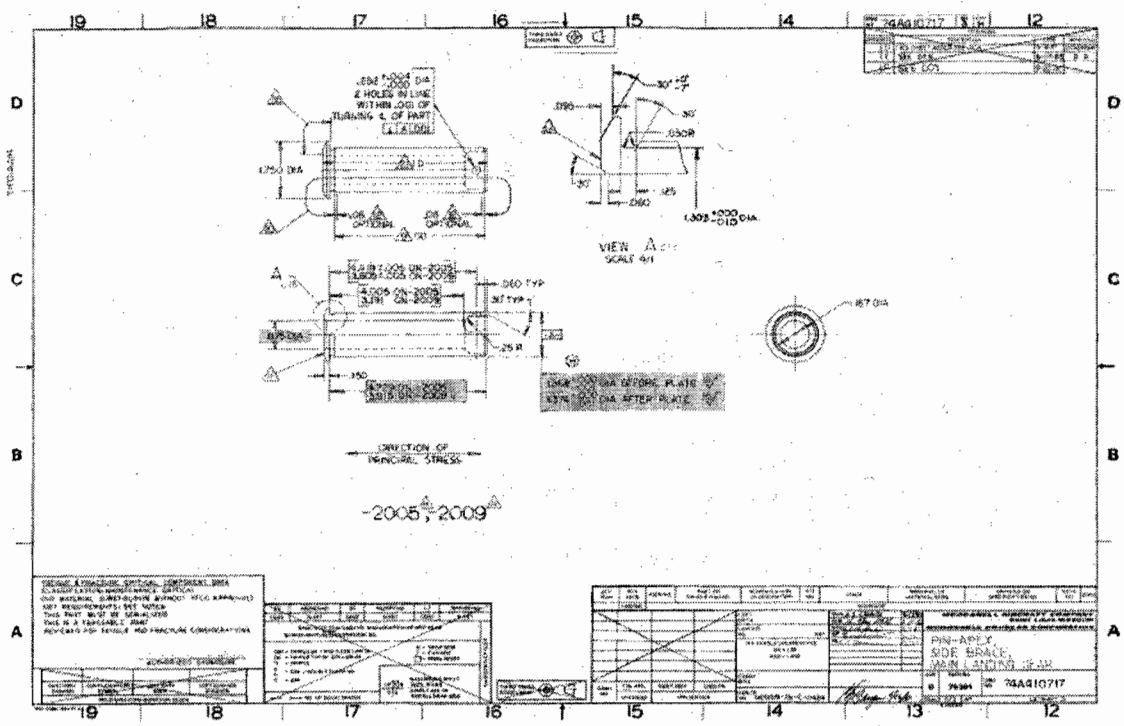
C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 25 days from their submission for testing, the contract delivery schedule shall be equitably adjusted as necessary.

D. 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.

E. 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.

F. 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.

PRODUCTION LOT APPROVAL (CONTRACTOR TESTING)
(Continued)

G. 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.

Enclosure (1)
CRITICAL DIMENSIONS