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☐ TM☐ OTHER☐
D. SYSTEM/ITEM 01-378-8773	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
1	CERTIFICATION DATA REPORT	COMPLETE PROCESS OPERATION SHEETS	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T1		DEFENSE SUPPLY CENTER RICHMOND	

7. DD250 REQ	9. DIST STATEMENT REQUIRED	10 FREQUENCY	12 DATE OF FIRST SUBMISSION
LT		AS REQ.	SEE BLOCK # 16
8. ADP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A		AS REQ.	SEE BLOCK # 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
15. TOTAL		3/0	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5
*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)
** IF PROCESS OPERATION SHEETS CHANGE AFTER SUCCESSFUL COMPLETION OF FAT/PLT

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
2	CERTIFICATION DATA REPORT	COMPLETE INSPECTION METHOD SHEETS	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. RE2QUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T2		DEFENSE SUPPLY CENTER RICHMOND	

7. DD 250 REQ	9. DEST STATEMET REQUIRIED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		AS REQ.	SEE BLOCK # 16
8. ADP CODE		**11AS OF DATE**	**13DATE OF SUBSEQUENT SUBMISSION**
A		AS REQ.	SEE BLOCK #16

14 DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
15. TOTAL		3/0	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5

*UPON SUBMISSION OF FIRST ARTICLE/PRODUCTION LOT TEST SAMPLE (S)
** AT TIME OF CONTRACT COMPLETION

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P TOMASETTI	29 June 2004	NAVICP-P	

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNM

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 AProvisioning,≅ AConfiguration 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 DoDD 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 it 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 contractorσ 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 i s estimated to be attributable to the production development for the Government of that items of 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

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☐ TM☐ OTHER☐
D. SYSTEM/ITEM 01-378-8773	E. CONTRACT/PR NO.	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
3	REQUEST FOR DEVIATION		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-80640C		DEFENSE SUPPLY CENTER RICHMOND	

7. DD250 REQ	9. DIST STATEMENT REQUIRED	10 FREQUENCY	12 DATE OF FIRST SUBMISSION
LT		AS REQ.	
8. ADP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
		AS REQ.	

16. REMARKS

REQUIRED FOR EVERY DEVIATION/WAIVER THE LIFE OF THE CONTRACT

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	
15. TOTAL		3/0	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. RE2QUIRING OFFICE	18. ESTIMATED TOTAL PRICE

7. DD 250 REQ	9. DEST STATEMET REQUIRIED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
8. ADP CODE		**11AS OF DATE**	**13DATE OF SUBSEQUENT SUBMISSION**

16. REMARKS

14 DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
15. TOTAL			

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P Tomasetti	29 June 2004		

INSTRUCTION FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNM

FOR GOVERNMENT PERSONNEL

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Item B. Self-explanatory

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Item H. Date CDRL was prepared

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Item J. Date CDRL was approved

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

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	Form Approved OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXH/ATCH NO.	C. CATEGORY:
		TDP TM OTHER

D. SYSTEM/ITEM 01-378-8773	E. CONTRACT/PR	F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
5	CERTIFICATION DATA/ REPORTS		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80678/T3		DEFENSE SUPPLY CENTER RICHMOND	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT		AS REQ	SEE BLOCK 16*	
8. ADP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
A		AS REQ	SEE BLOCK 16**	

16. REMARKS

PARA. 10.1,10.2,10.2.1,10.2.2,10.2.4,10.5 apply

*BLOCK # 12- UPON SUBMITTAL OF FIRST ARTICLE SAMPLE (s) AND/OR PRODUCTION LOT SAMPLE (s).

**BLOCK # 13- REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUB-TITLES.These certifications are required at Production Lot Testing (PLT) or contract completion if testing is waived.
CERTIFICATION REPORTS FOR PRIME (OEM) PROCESSES AND MATERIAL SPECIFICATIONS SHALL INCLUDE,
CERTIFICATION THAT ALL VENDORS PREFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED FOR THEIR SAID PROCESS

BLOCK # 5- CONTRACT REFERENCE: P/N: 123WM10524-601

1. Certification of approved material.
2. Certification of approved material source(s).
3. Material Specification per 7075-T73
4. Penetrant Inspection per ASTM E 1417
5. Cadmium Plating per QQ P 416

SUB-ASSEMBLY P/N: 123P10416

1. Cadmium Plating per GSS8050
2. Magnetic Particle Inspection per ASTM E 1444

14. DISTRIBUTION a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
DCMC/ACO		1/0	
DCMC/QAR		1/0	
PCO		1/0	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NAVICP-P TOMASETTI	24 June 2004	NAVICP-P	

QUALITY ASSURANCE PROVISIONS

P/N: *123WM10524-601*
NSN: *1560-01-378-8773*
NOMEN: *FITTING ASSEMBLY, STRUCTURAL*
CRITICALITY: CAI
DATE OF DETERMINATION: 22 MARCH 2004

APPLICABLE CLAUSES:

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number 123WM10524-601, REVISION E; parts list REVISION E and all details and specifications referenced therein.

II. Quality/Inspection Requirements

A. ISO 9000 equivalent of MIL-I-45208 applies.

B. First Article Testing: **to be accomplished at NADEP, NAS North Island**

C. Production Lot Testing: **to be accomplished at Capy Machine Shop's Facility**

D. Mandatory Inspection applies.

III. Supplemental Requirements

A. ISO 9000 equivalent of MIL-Q-9858 (paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2) 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 NADEP, 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: 123WM10524-601
ZONE D2: DIMENSION OF LINE REAM SHALL BE WITHIN .001 TOTAL TOLERANCE AS INDICATED BY DIMENSION .4995
.5005
ZONE D2: DIMENSION OF REAM SHALL BE WITHIN .001 CLOSE TOLERANCE FIT AS INDICATED BY DIMENSION .3747 AFTER PRESS FIT.
.3757

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. 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. **N/A**

VII. The below listed drawings apply and are being furnished: **N/A**

FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: *123WM10524-601*
NSN: *1560-01-378-8773*
NOMEN: *FITTING ASSEMBLY, STRUCTURAL*
CRITICALITY: CAI
DATE OF DETERMINATION: 22 MARCH 2004

I. First Article Inspection/Test Criteria:

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

A. Compliance with:
123WM10524-601, REVISION E; parts list REVISION E, and all details and specifications referenced therein.

B. Identification: Verification and certification that the parts are identified per the requirements of drawing number 123WM10524-601, REVISION E 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 as required.

G. Fit/Form as required.

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

I. 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.

FIRST ARTICLE TESTS REQUIREMENTS (GOVERNMENT TESTING)
(continued)

II. Samples to be submitted for testing:

A. Quantity: 2 each.

B. Estimated Cost: To be determined.

III. Special Instructions:

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

B. **Number of samples to be destroyed?** Sample(s) will be destroyed during testing and will not be returned to the contractor. Sample(s) 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. **N/A**

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. Certification statements for material and processes will be provided with these test coupons. **N/A**

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. 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-JTRA, 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."

The First Article Sample(s) including their respective forms and documentation shall be forwarded to the following First Article point of contact at the following designated test facility:

NAVAL AVIATION DEPOT
ATTN: MRS. DEBBIE RODR
CODE 93001
BLDG. 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058

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-JTRA.**

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

P/N: ***123WM10524-601***
NSN: ***1560-01-378-8773***
NOMEN: ***FITTING ASSEMBLY, STRUCTURAL***
CRITICALITY: CAI
DATE OF DETERMINATION: 22 MARCH 2004

APPLICABLE CLAUSES:

A. The contractor shall deliver unit(s) of lot/item within 300 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 AVIATION DEPOT
ATTN: MRS. DEBBIE RODR
CODE 93001
BLDG. 341
NAS NORTH ISLAND
SAN DIEGO, CA. 92135-7058

B. The contractor shall deliver **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: 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 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.

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-JTRA** 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: *123WM10524-601*
NSN: *1560-01-378-8773*
NOMEN: *FITTING ASSEMBLY, STRUCTURAL*
CRITICALITY: CAI
DATE OF DETERMINATION: 22 MARCH 2004

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.

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 drawing number 123WM10296-602, REVISION C 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 **DSCR-JTRA** Contracting Officer, 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 Naval Aviation Depot, 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: *123WM10524-601*
NSN: *1560-01-378-8773*
NOMEN: *FITTING ASSEMBLY, STRUCTURAL*
CRITICALITY: CAI
DATE OF DETERMINATION: 22 MARCH 2004

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.

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.