

DEFENSE INDUSTRIAL SUPPLY CENTER

QUALITY ASSURANCE PROVISION #01075 REV C - NOV 1990

1.0 SCOPE:

The quality assurance provisions of this document apply to production or contract lots of supplies produced or obtained by the contractor for the Government whenever Quality Assurance Provision (QAP) #01075 REV C is cited in the procurement identification description of the contract or purchase order, except paragraph 2.3 applies only to contracts and bilateral purchase orders, and paragraph 2.4 applies only to unilateral purchase orders.

2.0 PRODUCT VERIFICATION INSPECTION (PVI) TESTING:

The contractor is responsible to ensure that supplies are manufactured, produced and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract/purchase order. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVI testing to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

2.1 APPLICABLE DOCUMENTS:

The applicable documents are the issues of Federal Acquisition Regulation (FAR) Clause 52.246-2, "Inspection of Supplies-Fixed Price, and MIL-STD-105, Sampling Procedures & Tables for Inspection by Attributes, which are in effect on date of solicitation for awards resulting from Invitation for Bids and date of award for all other contractual actions. These documents form the basis for the Government's right to perform PVI testing of this product. FAR 52.246-2 is hereby incorporated by reference into the contract/purchase order if not otherwise called out in the purchase document.

2.2 REQUIREMENT:

On any given contract/purchase order the Government may require PVI testing through an independent laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the PCO/ACO for such test, the Government inspector will select a sample size in accordance with MIL-STD-105. Inspection Level S-2, randomly from the contract or production lot and send the samples to a designated laboratory for testing.

Unclassified QAP01075 0001 0000 C C 14153 RE

Unclassified QAP01075 0001 0000 C C 14153 RE

Where origin inspection is specified, the contractor agrees to make available, at the Government's request, either at the manufacturing facility, subcontracting facility and/or final point of inspection, the quantity selected by the DCMR QAR to verify that the entire lot tendered meets the requirements of the contract or purchase order. The Government shall be permitted to select such examples at random from the production lot tendered for acceptance.

Samples subjected to PVI are deemed to be part of the contract quality. Sample destroyed during testing will be paid for at the contract price provided the samples pass PVI. In such case, the Quality Assurance Representative (QAR) will annotate the DD Form 250 with the total acceptable contract quantity, i.e., number of samples destroyed and the quantity of material being shipped. Those samples not destroyed during PVI will be returned to the contractor at the Government's expense and will be delivered to the Government as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.

The contractor will not be paid for those samples destroyed during testing which fail PVI. Such failure will result in rejection of the entire contract lot from which the samples were taken. Those samples from a rejected lot which were not destroyed during PVI may be returned to the contractor at the contractor's request and expense.

2.3 GOVERNMENT RIGHTS AND RESPONSIBILITIES (CONTRACTS AND BI-LATERAL PURCHASE ORDERS):

The PVI test samples will be sent by the Government, and at Government expense, to an independent testing laboratory for product verification. The Government will notify the Contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, 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. The Government is not required to accept/reject the supplies tendered until after receipt of the PVI test results.

The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVI testing. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVI testing.

If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVI testing, the Contractor shall be deemed to have failed to make delivery within the

meaning of the Default Clause of this contract. In such case, the Government reserves all rights and remedies to which it is otherwise entitled by law, regulation of this contract.

2.4 GOVERNMENT RIGHTS AND RESPONSIBILITIES (UNILATERAL PURCHASE ORDERS):

The PVI test samples will be sent by the Government, and at Government expense, to an independent testing laboratory for product verification. The Government will notify the Contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, incorporate FAR clause 52.243-1, "Changes-Fixed Price", into the purchase order and equitably adjust the delivery or performance dates and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVI test results.

The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVI testing. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVI testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVI testing, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

3.0 CERTIFICATE OF QUALITY COMPLIANCE:

The Contractor shall prepare and furnish a Certificate of Quality Compliance for all supplies delivered under this contract/purchase order. If the supplies delivered under this contract/purchase order are from more than one manufacturing lot, a separate Certificate of Quality Compliance shall be prepared and furnished for each manufacturing lot represented by the supplies delivered. This requirement shall apply whether the supplies are manufactured or produced under a product specification. OEM/Manufacturer's Part Number, Industry or military standard, drawings or other technical data.

3.1 CONTENTS OF CERTIFICATE:

This certificate shall contain the following:

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) Code Number, the contract/order number, the applicable specification (including revision/ammendment and date), identification of the specific supplies manufactured or produced, (including National Stock Number, nomenclature, type, grade, class, if applicable); for metal products, include the alloy designation and condition (finish and temper), if applicable. If the Contractor is not the manufacturer, the Certificate will include the name, address and CAGE code (where CAGE code is available) for each of the entities through which the supplies or materials, components, subassemblies, assemblies or parts passed, so that traceability to the manufacturer will be readily discernible therefrom;

(2) The identification of each parameter for which this specification required inspection or testing;

(3) The identification of the specification requirement for each of the parameters in (2) for the particular material being produced and covered by the certificate;

(4) The actual results of inspections or tests conducted by the contractor to demonstrate conformance with each of the specification requirements of (3);

(5) The marking requirement for the material and the source of this requirement (contract and specification or standard); and

(6) A statement, signed by an authorized contractor representative responsible for quality assurance, that (i) the lot has been produced, sampled, tested and inspected, and marked in accordance with all contract and specification requirements; and (ii) the material complies with all of the contract and specification requirements.

3.2 DETAILS OF INDIVIDUAL CERTIFICATIONS:

(1) Material Certifications:

(a) Shall be signed by the fastener manufacturer or by the vendor who performed the work.

(b) Shall include positive traceability through the manufacturing process.

(c) Shall provide actual test results. As a minimum, actual test results will include elemental breakdown of percent composition and an identification of the steel alloy represented by this composition.

(2) Heat Treatment Certification:

(a) Shall be signed by the fastener manufacturer or by the vendor who performed the work.

(b) Shall include all specification required test results.

(c) Shall include specific results of each sample tested.

(3) Dimensional Certification:

(a) Shall be signed by the fastener manufacturer or by the vendor who performed the work.

(b) Shall provide results of thread dimensional inspections using one of the following alternatives for compliance with the "Inspection of Supplies" clause specified in the order/contract:

(i) Contractors record thread dimensional inspection results as they are performed; or

(ii) Contractors record the high and low range of the initial items inspected and record new high and low ranges as these values change during the course of inspecting the entire sample.

(c) Shall provide pass/fail results whenever functional characteristics are to be inspected.

(d) For other than thread dimensions, shall provide high and low values for each lot tested.

(e) Shall provide parameters with the test results. A facsimile attached to the COQC package (copy the appropriate parts of the specification) is satisfactory.

(4) Special Process Certification:

(a) Shall be signed by the fastener manufacturer or by the vendor who performed the work.

(b) Shall provide documentation to indicate that the process was completed in accordance with the appropriate specification and identify the specification and revision used.

3.3 SUBMISSION AND RETENTION REQUIREMENTS:

For contract/purchase orders assigned for Government inspection at source, the contractor shall have the completed Certificate available for review by the Government representative when the material is presented for acceptance by the Government. If the contractor/distributor offering the material to the Government is not the manufacturer of the material, the contractor is responsible for obtaining a certified test report from the manufacturer, including it as part of this Certificate of Quality Compliance, and for demonstrating that the specific material being offered under this Certificate is covered by the certified test report.

Unless otherwise specified by the contract/purchase order, the contractor shall be responsible for retaining this Certificate for a period of four (4) years. When requested by the contracting officer, the contractor shall make the Certificate available for review by the Government at any time during the period the Certificate is required to be retained.

4.0 MEASURING AND TEST EQUIPMENT REQUIREMENTS:

Notwithstanding any other clause to the contrary, and/or in addition thereto, the contractor shall ensure that the gauges and other measuring and testing equipment, as defined in paragraph 3.2 of MIL-STD-45662, which are used in determining whether the supplies presented to the Government for acceptance under this contract, fully conform to specified technical requirement, and are calibrated in accordance with MIL-STD-45662, Calibration System Requirements, paragraphs 4.1, 5.7, 5.9 and 5.10. The applicable MIL-STD-45662 is the issue in effect on date of solicitation for awards resulting from Invitation for Bids and date of award for all other contractual actions.