

Defense Industrial Supply Center

Supplemental Quality Assurance Provision

QAP - 01129, Rev. A, 19 March 1991

91078

Scope:

These supplemental provisions are in addition to any other quality assurance provisions specified or referenced in the purchase description of the contract. The provisions of this document apply to production or contract lots of certain items, as identified in the procurement item description, produced or obtained by the contractor for the Government. After all contractor processes and inspections have been performed and prior to delivery to the Government, the contract or production lot shall be subject to product verification testing by the Government as set forth in this contract under the clause entitled "Product Verification Testing (PVI) (DISC May 1989)".

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 product verification testing of this product.

Requirement:

The contractor is responsible to ensure that items are manufactured, produced and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract.

On any given contract the Government may require product verification 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 ACO for such test, the DCAS QAR 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.

CONTINUATION SHEET DISC FORM 1625 OCT 89	O/P SEP 12 NOV 1990	SECTION D	REF. NO. OF DOCUMENT BEING CONTINUED GAP - 01129, Rev. A	PAGE OF 2 2 PAGES
PROVISIONS/CLAUSES MARKED WITH AN "X" IN THE SPACE PROVIDED APPLY TO THIS SOLICITATION/ORDER/CONTRACT				
PROVISIONS/CLAUSES SET FORTH IN VIII			PROVISIONS/CLAUSES SET FORTH IN VIII	
<p>(x) DLAR 52.246-D004 PRODUCT VERIFICATION TESTING D-202 (MAY 1989)</p> <p>a. References: 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 & Tablets for Inspection by Attribute, which are in effect on date of solicitation of 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 product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.</p> <p>b. The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.</p> <p>c. On any given contract, the Government may require PVT through a Government-designated testing 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 contracting officer/administrative contracting officer 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. Where origin inspection is specified, the contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the DCAS QAR to verify that the entire lot tendered meets the requirements of the contract. The Government shall be permitted to select such samples at random from the production lot tendered for acceptance.</p> <p>d. [This subparagraph pertains only to contracts and bilateral purchase orders.]</p> <p>(1) The PVT samples will be sent, by the Government and at Government expense, to a Government-designated 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 terms affected by the delay. The Government is not required to accept/reject the supplier tendered until after receipt of the PVT test results.</p> <p>(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT 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 PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, 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, or this contract.</p> <p>e. [This subparagraph pertains only to unilateral purchase orders.]</p> <p>(1) The PVT samples will be sent by the Government and at Government expense, to a Government-designated 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</p>			<p>timely written request, incorporate FAR clause 52.243-1, "Changes-Fixed Price," into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplier tendered until after the receipt of the PVT test results.</p> <p>(2) The Government shall have the option to require the contractor to screen the entire lot tendered for any defects noted by the PVT. 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 PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.</p> <p>ADDENDUM I DISC (OCT 1989)</p> <p>() 1. [This paragraph f. applies if preceded by an "X" in the block provided. It shall take precedence over any provisions of this contract or of this PVT clause which are inconsistent herewith.]</p> <p>(1) If the contract description or specifications require that the supplies be identified by KEAT NUMBER or DIX NUMBER, the selection of samples on a random basis in accordance with paragraph c. above shall be from each KEAT or DIX NUMBER lot which is included in the production lot or contract lot tendered for acceptance.</p> <p>(2) The time specified in subparagraph d. (1) above for Government notification to the contractor of the results of the PVT is modified to provide for thirty (30) working days of the receipt of the samples by the Government.</p> <p>(3) Subparagraph d. (2) above is modified to provide that, if the PVT reveals nonconformities in the chemical or mechanical properties of the samples tested, the nonconformities shall be cause for rejection of the entire KEAT or DIX NUMBER lot included in the production or contract lot. Any KEAT or DIX NUMBER lot which is rejected may not be retendered for Government inspection and acceptance.</p> <p>(4) Except as modified by (1) through (3) of this paragraph f., the requirements of paragraph a. through e. shall remain in full force and effect.</p> <p>ADDENDUM II DISC (NOV 1990)</p> <p>g. Samples subjected to PVT are deemed to be part of the contract quantity. Samples destroyed during testing will be paid for at the contract price provided the samples pass PVT. 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 PVT will be returned to the contractor at the government's expense and will be included as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.</p> <p>h. The contractor will not be paid for those samples destroyed during testing which fail PVT. 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 PVT may be returned to the contractor at the contractor's request and expense.</p> <p>i. The Administrative Contracting Officer (ACO) is hereby authorized to issue any contractual modification necessary as a result of material which passed testing but was destroyed during the process. The modification should reflect a new total contract quantity as the actual quantity received by the government; a total contract dollar value as the dollar amount of the quantity received by the government plus the dollar amount of the quantity destroyed during PVT; and, accordingly, an adjustment in the contract unit price. The ACO should immediately forward a copy of any modification to DISC PR.</p>	