52.209-4 First Article Approval-Government Testing.

As prescribed in 9.308-2 (a) and (b), insert the following clause:

First Article Approval-Government Testing (Sep 1989)

[*Contracting Officer shall insert details*]

(a) The Contractor *shall* deliver ___ unit(s) of Lot/Item ___ within ____ calendar days from the date of this contract to the Government at _____ [*insert name and address of the testing facility*] for *first article* tests. The shipping documentation *shall* contain this contract number and the Lot/Item identification. The characteristics that the *first article must* meet and the testing requirements are specified elsewhere in this contract.

(b) Within _____ calendar days after the Government receives the *first article*, 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.

(c) 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, 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 a 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 (b) of this clause. 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.

(d) 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.

(e) 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.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, 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.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the *first article* during any *first article* test.

(h) 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.

(i) The Government *may* waive the requirement for *first article* approval test where *supplies* identical or similar to those called for in the schedule have been previously furnished by the *Offeror*/Contractor and have been accepted by the Government. The *Offeror*/Contractor *may* request a waiver.

(End of clause)

Alternate I (Jan 1997). As prescribed in 9.308-2 (a)(2) and (b)(2), add the following paragraph (j) to the basic clause:

(j) The Contractor *shall* produce both the *first article* and the production quantity at the same facility.

Alternate II (Sept 1989). As prescribed in 9.308-2 (a)(3) and (b)(3), substitute the following paragraph (h) for paragraph (h) of the basic clause:

(h) Before *first article* approval, the *Contracting Officer may*, by written authorization, authorize the Contractor to acquire specific materials or *components* or to commence production to the extent essential to meet the delivery schedules. Until *first article* approval is granted, only costs for the *first article* and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If *first article* tests reveal deviations from contract requirements, the Contractor *shall*, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

Parent topic: 52.209 [Reserved]