52.209-3 First Article Approval-Contractor Testing.

As prescribed in 9.308-1(a) and (b), insert the following clause:

First Article Approval-Contractor Testing (Sept 1989)

[*Contracting Officer shall insert details*]

(a) The Contractor *shall* test _____ unit(s) of Lot/Item _____ as specified in this contract. At least _____ calendar days before the beginning of *first article* tests, the Contractor *shall* notify the *Contracting Officer*, *in writing*, of the time and location of the testing so that the Government *may* witness the tests.

(b) The Contractor *shall* submit the *first article* test report within _____ calendar days from the date of this contract to _____ [*insert address of the Government activity to receive the report*] marked "*First Article* Test Report: Contract No. _____, Lot/Item No. _____" Within _____ calendar days after the Government receives the test report, 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* repeat any or all *first article* tests. After each request for additional tests, 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* then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government *shall* take action on this report within the time specified in paragraph (b) of this subsection. 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* report 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, and if the approved *first article* is not consumed or destroyed in testing, the Contractor *may* deliver the approved *first article* as part of the contract quantity if it meets all contract requirements for acceptance.

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

(h) 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 9.308-1(a)(2) and (b)(2), add the following paragraph (i) to the basic clause:

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

Alternate II (Sept1989). As prescribed in 9.308-1(a)(3) and (b)(3), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) 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]