

BDS Terms and Conditions Guide

Clause Number: H220

Effective: 7/3/2018

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First Article Approval - Seller Testing (VARIABLE)

This Contract is subject to First Article Approval – Contractor Testing (FAR 52.209-3).

- (a) Seller shall test _____ unit(s) of specified Lot/Line item _____.
- (b) At least _____ days before the beginning of first article tests, Seller shall notify Buyer's Authorized Procurement Representative, in writing, of the date, time and location of the testing so Buyer may arrange for the Government witness of the tests.
- (c) Seller shall create first article test report(s) marked as "FIRST ARTICLE TEST REPORT Contract No _____" and submit the report(s) within _____ calendar days from the original date of the Buyer's Prime Contract identified as _____ to Buyer's Authorized Procurement Representative . Within _____ calendar days after the Government receives the test report, the Government shall notify Buyer, in writing, of the conditional approval, approval, or disapproval of the first article. Buyer shall notify Seller of the results the Government's review. The notice of conditional approval or approval shall not relieve Seller from complying with all requirements of the specifications and all other terms and conditions of the contract. A notice of conditional approval shall state any further action required of Seller. A notice of disapproval shall cite reasons for the disapproval.
- (d) If the first article is disapproved, Seller, upon Buyer's request, shall repeat any or all first article tests. After each request for additional tests, Seller 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 Seller, including any and all costs for additional tests following disapproval. Seller shall then conduct the tests and deliver another report to Buyer under the terms and conditions and within the time specified by Buyer. The Government shall take action on this report within the time specified in paragraph (c) above. Buyer 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 Buyer related to these tests.
- (e) If Seller fails to deliver any first article report on time, or Buyer disapproves any first article, Seller shall be deemed to have failed to make delivery and may be terminated in accordance with the Cancellation for Default article of this Contract.
- (f) Seller shall retain the tested part and associated test reports for three years after contract completion.

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(g) If the Government does not act within the time specified in paragraph (c) or (d) of this clause, Buyer shall, upon timely written request from Seller, equitably adjust under the Changes clause of this contract the delivery or performance dates and any other contractual term affected by the delay.

(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 Seller. 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 convenience.

(i) Buyer 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 Seller and have been accepted by the Government and Buyer. Seller may request a waiver.

The following requirement(s) apply to this Contract if checked:

_____ (j) Seller shall produce both the first article and the production quantity at the same facility.

_____ The following applies in lieu of paragraph (h) above. (h) Before first article approval, Buyer may, by written authorization, authorize Seller 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, Seller shall, at the location designated by Buyer, make the required changes or replace all items produced under this contract at no change in the contract price.