

BDS Terms and Conditions Guide

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First Article Approval - Government Testing (Variable)

This Contract is subject to First Article Approval – Government Testing (FAR 52.209-4).

(a) Seller shall deliver _____ unit(s) of Lot/Item _____ by _____ to the Government at

Ship To: _____

for first article tests. The shipping documentation shall contain the prime contract number _____, this Contract number _____, and Seller’s 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 Government shall notify Buyer, in writing, of the conditional approval, approval, or disapproval of the first article. Buyer shall notify Seller of the results of 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 this Contract. A notice of conditional approval shall state any further action required of Seller. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, Seller, upon Buyer’s request, shall submit an additional first article for testing. After each request, 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 a disapproval. Seller shall furnish any additional first article to the Government under the terms and conditions and within the time specified by Buyer. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. 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.

(d) If Seller fails to deliver any first article on time, or the Government disapproves any first article, Seller shall be deemed to have failed to make delivery within the meaning of the Default clause of this Contract.

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(e) Unless otherwise provided in the contract, Seller--

(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 Seller's expense.

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

(g) Seller 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 Seller. Before first article approval, the costs thereof shall not be allocable to this Contract for

(1) progress payments, if applicable, or

(2) termination settlements if this Contract is terminated for convenience.

The following requirements apply to this Contract if checked:

_____ (i) 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, the 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

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(2) termination settlements if this Contract is terminated for convenience.

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.