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) above. 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.

(i) 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.

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

(f) If the Government does not act within the time specified in paragraph (b) above, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, or disapproval of the first article. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(g) Before first article approval, the Contractor shall deliver the approved first article report on time, or the Government receives the 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.

(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)(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.

Alternate II (SEP 1989). 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.

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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)
Federal Acquisition Regulation

52.209–5 Certification Regarding Responsibility Matters.

As prescribed in 9.104–7(a), insert the following provision:

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209–7, if included in this solicitation);

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged with, or under orders of any court, administrative proceeding, or Federal agency for conviction of one or more felonies;

(D) Are ( ) are not ( ) presently in default on any Federal obligation or in violation of any provision of any contract; and

(E) Are ( ) are not ( ) presently in violation of any statute (Federal or State) relating to antitrust matters.

(ii) The Offeror and any of its Principals—

(A) Are ( ) are not ( ) presently indicted, convicted, or otherwise criminally or civilly charged with, or under orders of any court, administrative proceeding, or Federal agency for conviction of one or more felonies;

(B) Have ( ) have not ( ) within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209–7, if included in this solicitation);

(C) Are ( ) are not ( ) presently in default on any Federal obligation or in violation of any provision of any contract;

(D) Are ( ) are not ( ) presently in violation of any statute (Federal or State) relating to antitrust matters.

(iii) The Offeror and any of its Principals—

(A) Are ( ) are not ( ) presently in violation of any law (Federal or State) relating to antitrust matters;

(B) Are ( ) are not ( ) presently in violation of any law (Federal or State) relating to the export of technical data or equipment;

(C) Are ( ) are not ( ) presently in violation of any law (Federal or State) relating to the importation or exportation of technical data or equipment;

(D) Are ( ) are not ( ) presently in violation of any law (Federal or State) relating to the export or importation of goods from one country to another on a contract with foreign government agencies which will be subject to an antitrust proceeding.

(i) The Offeror and any of its Principals—

(A) Are ( ) are not ( ) presently debarred or suspended from participating in any Federal programs or activities, or suspended or debarred from participation in any State or local government activity; or

(B) Are ( ) are not ( ) in the process of being debarred or suspended; or

(C) Are ( ) are not ( ) currently under a debarment, suspension, or proposed debarment or suspension.

(ii) The Offeror and any of its Principals—

(A) Are ( ) are not ( ) presently debarred, suspended, or proposed for debarment from participation in any government programs or activities, or debarred, suspended, or proposed for debarment from participation in any government programs or activities; or

(B) Are ( ) are not ( ) in the process of being debarred or suspended; or

(C) Are ( ) are not ( ) currently under a debarment, suspension, or proposed debarment or suspension.

(End of clause)