

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO:
 - A. REVISE DELIVERY SCHEDULES AS SHOWN IN SCHEDULE B;
 - B. ADD "HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS", FAR 52.246-11, PROVIDED AS AN ATTACHMENT TO THIS MODIFICATION;
 - C. ADD "FIRST ARTICLE TEST (CONTRACTOR TESTING)", FAR 52.209-4512, PROVIDED AS AN ATTACHMENT TO THIS MODIFICATION;
 - D. ADD "FIRST ARTICLE CONFIRMATORY TEST", FAR 52.209-4513, PROVIDED AS AN ATTACHMENT TO THIS MODIFICATION;
 - E. ADD "FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II", FAR 52.209-3, PROVIDED AS AN ATTACHMENT TO THIS MODIFICATION, AND;
 - F. ADD CLIN 0004 FOR CONTRACT DATA REQUIREMENTS.
2. MODIFICATION 01 IS HEREBY ADMINISTRATIVELY CANCELLED, AS IT WAS NOT USED.
3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ARTICLE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT PRON: M131A506M1 PRON AMD: 06 ACRN: AA AMS CD: 070011MM</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W45G19 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZ5555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CAC ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p> <p>NOTE: DD 250 REQUIRED WITH FIRST ARTICLE TEST REPORT SUBMISSION</p> <p>(End of narrative F001)</p>	1	LO	\$ ** N/A **	\$ 2,500.00
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CABLE ASSEMBLY,SPEC PRON: M131A506M1 PRON AMD: 06 ACRN: AA AMS CD: 070011MM</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MILITARY PACKAGING LEVEL PRESERVATION: Military LEVEL PACKING: A</p>	251	EA	\$ 524.00000	\$ 131,524.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092338H951 W45G19 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 25 25-NOV-2004 002 30 26-DEC-2004 003 35 25-JAN-2005 004 36 25-FEB-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p> <p>DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H092338H952 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 25-FEB-2005 002 45 25-MAR-2005 003 50 25-APR-2005 004 26 25-MAY-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p>				
0002AA	<u>FIRST ARTICLE</u>	1	LO	\$ ** N/A **	\$ 2,500.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: FIRST ARTICLE TEST REPORT PRON: M131A507M1 PRON AMD: 07 ACRN: AA AMS CD: 070011MM</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W45G19 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZ5555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CAC ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p> <p>NOTE: DD 250 REQUIRED WITH FIRST ARTICLE TEST REPORT SUBMISSION</p> <p>(End of narrative F001)</p>				
0002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CABLE ASSEMBLY,POWER PRON: M131A507M1 PRON AMD: 07 ACRN: AA AMS CD: 070011MM</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MILITARY PACKAGING LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p>	251	EA	\$ 1,177.00000	\$ 295,427.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52H092338H953 W45G19 J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 25 25-NOV-2004</p> <p>002 30 26-DEC-2004</p> <p>003 35 25-JAN-2005</p> <p>004 36 25-FEB-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>002 W52H092338H954 W25G1U J 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 4 25-FEB-2005</p> <p>002 45 25-MAR-2005</p> <p>003 50 25-APR-2005</p> <p>004 26 25-MAY-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p>				
0003AA	<p><u>FIRST ARTICLE</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT PRON: M131A524M1 PRON AMD: 07 ACRN: AA AMS CD: 070011</p>	1	LO	\$ ** N/A **	\$ 2,500.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W25G1U 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 30-AUG-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZ5555) TACOM-ROCK ISLAND ATTN AMSTA-LC-CAC ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001</p> <p>NOTE: DD 250 REQUIRED WITH FIRST ARTICLE TEST REPORT SUBMISSION</p> <p>(End of narrative F001)</p>				
0003AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CABLE ASSEMBLY,POWER PRON: M131A524M1 PRON AMD: 07 ACRN: AA AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 60</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H093016H953 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 15 25-NOV-2004 002 20 26-DEC-2004</p>	138	EA	\$ 646.00000	\$ 89,148.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003	25 25-JAN-2005				
004	9 25-FEB-2005				
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W52H093016H954 W45G19 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 21 25-FEB-2005 002 35 25-MAR-2005 003 13 25-APR-2005 004 0 27-APR-2005 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-D-0039/0001 0004 <u>CONTRACT DATA REQUIREMENTS LIST</u> SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. It is required that data items be delivered using electronic media. Refer to the DD Form 1423 for more specific electronic delivery information. A DD 250 IS NOT REQUIRED.				

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-04-D-0039/0001 **MOD/AMD** 02

Page 9 of 13

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 13**

PIIN/SIIN

W52H09-04-D-0039/0001

MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
---------------	------------------------	--------------	-------------

E-1 CHANGED	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
-------------	-----------	---	----------

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
QUALITY SYSTEMS - MODEL FOR QA	ISO 9002	1994	UNTAILORED

(End of clause)

(EF6002)

E-2 CHANGED	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
-------------	-------------------------	---	----------

a. The first article shall consist of:

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 12328629 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS.

NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 13349213 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS.

NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

THREE (3) EACH COMPLETED ASSEMBLIES IAW TDPL 12349211 AND ALL TIER AND SUB-TIER DRAWINGS AND SPECIFICATIONS.

NOTE: THE TEST UNITS MAY BE REFURBISHED AS NECESSARY FOR DELIVERY AS PART OF THE PRODUCTION QUANTITY.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSRD-AAR-OEP-A.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

NOTE: CONTRACTORS ELEGIBLE FOR WAIVER OF FAT: CURRENT SUCCESSFUL PRODUCERS AND ANY PRODUCERS WHOM HAVE SUCCESSFULLY MANUFACTURED THIS ITEM FOR THE GOVERNMENT WITHIN THE LAST 365 DAYS.

(End of Clause)

(ES6016)

E-3 CHANGED 52.209-4513 FIRST ARTICLE CONFIRMATORY TEST MAY/1994
TACOM-RI

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
ONE (1) EACH	CABLE ASSEMBLY, SPECIAL	12328629
ONE (1) EACH	CABLE ASSEMBLY, POWER	13349213
ONE (1) EACH	CABLE ASSEMBLY, POWER	13349211

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: ADDRESS FOR TEST ITEMS: TO BE PROVIDED WHEN/IF THE ACT REQUIREMENT IS INVOKED. NOTE: (FAT RESULTS MAY PRECLUDE THE NEED TO INVOKE FACT. TO BE DETERMINED BY THE GOVERNMENT.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: DEPT OF THE ARMY, USAS TACOM-ROCK ISLAND, AMSTA-LC-CAC-D, 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-7630 ATTN: TAMI LORD.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-D-0039/0001 MOD/AMD 02	Page 12 of 13
---------------------------	--	----------------------

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 13 of 13

PIIN/SIIN W52H09-04-D-0039/0001

MOD/AMD 02

Name of Offeror or Contractor: CERTIFIED MANUFACTURING INC

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
---------------	------------------------	--------------	-------------

I-1 CHANGED	52.209-3	FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
-------------	----------	---	----------

II

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) 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 * marked 'FIRST ARTICLE TEST REPORT: Contract No.____, Lot/Item No.____.' Within thirty (30) 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) 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.

(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) 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.

(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.

(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.

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

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)