

Include this clause when checked on the Contract Clause Selection Worksheet, ARDEC Form 367-E. Fill-in information is also on the form.

52.246-4009 PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY) OCT/2010

- a. Subsequent to completion of both contractor and Government inspection/ verification actions, a test sample consisting of [] from [] shall be selected by the Government Quality Assurance Representative (QAR) for []
- b. The test shall be conducted at the contractor's facility. A copy of the contractor's inspection /test report shall be provided with the test sample. The Contractor shall notify the Contracting Officer in writing at least 15 days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to [] and to the QAR.
- c. The test sample shall be examined and/or tested by the Government in accordance with []
- d. Within [] days after receipt of the test sample at the Government facility, the Contracting Officer shall provide written notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken (and any subsequent lots) shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.
- e. If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the Performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- f. If any test sample fails to meet any applicable contractual requirements, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of such deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process or final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the Contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the Contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.
- g. If the Contractor fails to deliver any Performance Verification Test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- h. Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the Contracting Officer and the contractor.