

**PADDS REGULATION REFERENCE TEXT
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**REGULATION
CODE:** ES6010

**REGULATION
REFERENCE:** 52.209-4717

DATE: 08/01/2001

TITLE: QUALITY VERIFICATION SAMPLES (USAAMCOM)

TEXT

(a) The Contractor shall deliver -1- units of Lot/Item -2- within -3- calendar days from the date of this contract to the Government at US ARMY AVIATION AND MISSILE COMMAND, TRANS OFFICER BLDG 8022, MARK FOR: REDSTONE TECHNICAL TEST CENTER, BLDG 4500, ATTN: CSTE-DTC-RT-E-CS, MARK FOR: QV OR FIRST ARTICLE, REDSTONE ARSENAL, AL 35898 for quality verification inspection tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The quality verification sample(s) must meet all the requirements of the technical data package (TDP) and other contractual requirements specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the quality verification sample(s), the Contracting Officer will notify the Contractor, in writing, of the acceptance or rejection of the quality verification sample(s). The notice of acceptance 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 rejection shall cite reasons for the rejection.

(c) If the quality verification sample(s) is rejected, the Contractor, upon Government request, shall submit additional quality verification sample(s) for inspection testing. After each request, the Contractor shall make any necessary changes to meet the requirements of this contract or select another quality verification sample(s) for inspection testing. The Contractor shall furnish any additional quality verification sample(s) to the Government under the terms and conditions and within the time specified by the Government. The Government will act on the quality verification sample(s) within the time limit 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 and/or for any additional costs to the Government related to these inspection retests.

(d) If the Government does not act within the time specified in paragraph (b) or (c) above, acceptance is not automatically conferred. However, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust the delivery or performance dates, the contract price, or any other contractual term affected by the delay.

(e) The Government reserves the right to reject any lot submitted in which one or more defective units of production are found. The Government, at its discretion, may elect to perform a 100 percent screen on a lot and accept only those items that are conforming to all contract requirements. Under no circumstances shall the Government accept or be obligated to accept known defective hardware as a part of any lot.

(End of Clause)