

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

- a. *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The *Contractor* shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.
- c. The *Government* has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the *Government* performs inspections or tests on the premises of the Contractor or a Sub-Contractor, the Contractor shall furnish, and shall require Sub-Contractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. If any of the *services* do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by reperformance, the Government may--
 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 2. Reduce the Contract price to reflect the reduced value of the services performed.
- f. If the *Contractor* fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Government may--
 1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 2. Terminate the Contract for default.

(End of clause)

E.2 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

- a. *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- b. The *Contractor* shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.
- c. The *Government* has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If any of the *services* performed do not conform to Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may –
 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 2. Reduce any fee payable under the Contract to reflect the reduced value of the services performed.
- e. If the *Contractor* fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the Government may –
 1. By Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 2. Terminate the Contract for default.

(End of clause)

E.3 DOE-E-1001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)