

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

**E.1 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 with 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.

E.2 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) identified by the Contracting Officer (CO) as responsible for the product, report, or service being delivered, or any duly authorized DOE representative as designated from time to time by the CO in writing in accordance with Section H of this contract. Primary inspection will be conducted at the ICP site, but inspection may occur at other DOE sites or the contractor's location. Inspection criteria used to determine whether the contractor has met the requirements of the contract include, but are not limited to, compliance with Federal and state regulations, DOE Directives and Standards, regulatory agency agreements, and the performance objectives set forth in Section C and the Target Cost and Target Schedule language in Section B. Inspection will be conducted in accordance with FAR Clause 52.246-5, "Inspection of Services-Cost Reimbursement" (APR 1984).

E.3 ACCEPTANCE

- (a) Acceptance: Acceptance of all work and effort under this contract (including "Deliverables" in Section J, Attachment C) shall be accomplished by the CO, or any representative designated by the CO in writing. Acceptance criteria that acknowledge items, services and deliverables conform with the applicable contract quality and quantity requirements include: compliance with Federal and state regulations, DOE directives and standards, and regulatory agreements; the performance objectives set forth in the contract, Statement of Work; and the Target Cost and Target Schedule provisions in Section B.
- (b) Acceptance – Declaration of Physical Completion: Upon physical completion of the contract requirements as set forth in the Statement of Work, the contractor shall prepare a letter declaring that the work has been physically completed. After submittal of the letter, DOE will have 14 business days to concur on the contractor's declaration. If DOE non-concurs with the contractor's declaration, DOE will provide the contractor with a list of material deficiencies within 30 days of DOE's notification of non-concurrence, and provide a schedule for correcting those deficiencies. Following the Government's notification, the contractor shall correct all identified deficiencies and submit a Final Declaration of Physical Completion. The CO will determine final acceptance within 14 business days after submission of the Final Declaration.

E.4 CERTIFICATION

Section E.4 is incorporated to include the following, which is applicable only to the Recovery Act work:

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.