

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

**E.1 DEAR 952.236-71 INSPECTION (APR 1994)**

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**E.2 INSPECTION AND ACCEPTANCE**

- (a) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection records and make them available to DOE. All work is subject to DOE inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.
- (b) DOE inspections and tests are for the sole benefit of the Government, and do not:
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of DOE after acceptance of the completed work.
- (c) The presence or absence of a DOE inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (d) DOE will verify the Contractor's performance of inspection and acceptance.

**E.3 PRODUCT ACCEPTANCE DURING COMMISSIONING**

See Section C.

**E.4 FINAL ACCEPTANCE**

The Contracting Officer will determine final acceptance within 60 days after the Contractor has met the milestone "Completion of Contract Requirements," unless the Contracting Officer determines that there is a non-conformance with Contract requirements.

In the event that the Contracting Officer determines a non-conformance with Contract requirements, the Contracting Officer may require the Contractor to prepare a Corrective Action Plan. The Corrective Action Plan shall describe the non-conforming condition and the specific actions the Contractor will take to correct the non-conforming condition.

**E.5 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.