

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G.3 has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.2 52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAY 2001)

(a) Definitions. As used in this clause--

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling 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 the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in

material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

- (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
- (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
- (iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.3 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 re-performance, 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.4 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
(FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. Design and construction shall be in accordance with internationally recognized building and safety codes, ordinances and standards applicable to the project site, including but not limited to:

Air Conditioning and Refrigeration Institute (Ari)
 Air Movement and Control Association (Amca)
 American Architectural Manufacturers Association (Aama)
 American Concrete Institute (Aci)
 American Institute Of Steel Construction (Aisc)
 American Iron and Steel Institute (Aisi)
 American National Standards Institute (Ansi)
 American Society of Heating, Refrigeration and Air Conditioning
 Engineers - Guide and Data Books (Ashrae)
 American Society of Mechanical Engineers (Asme)
 American Society of Plumbing Engineers (Aspe)
 American Society of Sanitary Engineers (Asse)
 American Society for Testing and Materials (Astm)
 American Standards Association (Asa)
 American Water Works Association (Awwa)
 American Welding Society (Aws)
 Associated Air Balance Council Standards (Aabc)
 Concrete Reinforcing Steel Institute (Crsi)
 Department of the Army, Coe, Handbook for Concrete And Cement
 Door and Hardware Institute (Dhi)
 Federal Specifications (Fs)
 Federal Standards (Fed-Std)
 Flat Glass Marketing Association (Fgma)
 Illuminating Engineering Society Lighting Handbook (Ies)
 Institute Of Electrical and Electronics Engineers (Ieee)
 National Association of Plumbing-Heating-Cooling Contractors
 (Naphcc)
 National Electric Code (Nec)
 National Electrical Manufacturers Association (Nema)

National Electrical Safety Code (Nesc)
National Environmental Balancing Bureau (Nebb)
National Fire Protection Association Codes and Standards (Nfpa)
National Hardwood Lumber Association (Nhla)
National Standard Plumbing Code
Manufacturers Standardization Society of the Valve And Fittings
Industry (Mss)
Military Specifications (Ms)
Sheet Metal and Air Conditioning Contractor's National
Association (Smacna)
Steel Deck Institute (Sdi)
Steel Door Institute (Sdoi)
Steel Structures Painting Council (Sppc)
Underwriters Laboratories (Ul)
Uni-Bell Pvc Pipe Association (Ubppa)
Uniform Building Code, 1994 Edition Including Current Revisions
(Ubc)
U.S. Department of Commerce, National Bureau of Standards (Nbs)
Handbook
U.S. Army, Corps of Engineers Handbook & Guide Specifications