

PART I - THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984) 1

E.2 ACCEPTANCE 1

E.3 ACCESS.....2

E.4 CERTIFICATION.....3

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 ACCEPTANCE

DOE will develop and provide to the contractor a Quality Assurance/Surveillance Plan (QA/SP) for this contract which will establish the process DOE will use to verify Contractor performance in accordance

with the performance standards and expectations specified in this contract. The QA/SP will summarize the performance standards, expectations and acceptable quality levels for each task; describe how performance will be monitored and measured;

- (a) Acceptance: declaration of physical completion. Upon physical completion of the contract as set forth in Section C, the Contractor shall prepare a letter declaring that work has been physically completed. After submittal of the letter, the Government will, within ninety (90) calendar days, accept the project as complete or provide the contractor with a final definitive punch list of material deficiencies, which preclude the Government from accepting the physical completion of the contract. Following the Government's notification, the Contractor shall correct all identified deficiencies and submit a Final Declaration of Physical Completion. The Contracting Officer will determine final acceptance.
- (b) Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative, as designated in writing from time to time by the Contracting Officer.

E.3 ACCESS

- i. The Comptroller General and his representatives are authorized to examine any records of the contractor or any of its subcontractors that involve transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or any of its subcontractors, regarding such transactions.
- ii. Any representative of an appropriate inspector general is authorized to examine any records of the contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or subcontractor regarding such transactions.
- iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the contractor and any of its subcontractors, and the right to interview any officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

E.4 CERTIFICATION

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.