

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2003

E1. RESERVED

E2. INSPECTION AND ACCEPTANCE CRITERIA

(a) Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in individual orders. Each order will also designate the individual responsible for inspection and acceptance.

(b) The basis for acceptance shall be in compliance with the requirements set forth in the orders; and other terms and conditions of the contract. Deliverable items rejected under resulting orders shall be corrected in accordance with the applicable clauses.

(c) The Government requires a period not to exceed ten (10) days after receipt of final deliverable item(s) for inspection and acceptance or rejection, unless otherwise specified in the individual order.

E2.1. INSPECTION AND ACCEPTANCE LOCATIONS

Government inspection and acceptance of all equipment, software and services hereunder shall take place at each installation site. The installation site is the location set forth as place of delivery on each delivery order.

E2.2. RECEIVING REPORT

Formal acceptance of equipment, software and services (excluding training) by the Government, upon successful completion of the inspection and acceptance tests specified in the following paragraphs, shall be acknowledged on the face of the required Material Inspection and Receiving Report, DD Form 250 or equivalent. The Contractor is responsible for the completion of the required acceptance form. No payment shall be made under this contract on delivered equipment, software and services (excluding training) without formal acceptance being made by the Government

approving and acceptance authority acknowledging such acceptance by his signature on the face of the required acceptance form. The CO may elect to partially accept the supplies. The method of acceptance for training will be Government signature on the invoice.

Formal acceptance of support services by the Government may be acknowledged on the Contractor Service Acceptance Document in lieu of the Material Inspection and Receiving Report.

E2.3. NOTIFICATION OF ACCEPTANCE

The Government approving and accepting authority will, as soon as practical, but within 10 days, forward the executed DD Form 250 or equivalent to the Contractor who in turn will prepare and submit an invoice to the payment office.

E2.4. CHARGES

No charges shall be paid until after the first day following successful completion of the performance period and acceptance of the equipment, software and services. The Contractor shall not be entitled to any separate or additional charges related to inspection and acceptance of equipment, software and services.

E3. STANDARD OF PERFORMANCE FOR ACCEPTANCE

E3.1. STANDARD OF PERFORMANCE

A standard of performance shall be met before any products acquired under this contract are accepted by the Government. The standard of performance is defined as the requirements in Section C. The standard of performance also applies to any replacement parts or field modifications to hardware products. The standard of performance applies to software revisions and modifications.

E3.2. PERFORMANCE PERIOD

The performance period for acceptance shall begin on the first normal workday following receipt. It shall end when the equipment and software has met the standard of performance for a period of: ten (10) consecutive calendar days).

E3.3. FAILURE TO MEET STANDARD OF PERFORMANCE

In the event the equipment and software do not meet the standard of performance during the initial performance period, the standard of performance shall continue on a day-by-day basis until the standard of performance is met for a total of 10 consecutive calendar days respectively. If the equipment and software fails to meet the standard of performance after 30 consecutive calendar days from the installation date, the

Government may require a replacement or terminate the contract in whole or in part and require the removal of the equipment or software. Termination will be in accordance with the FAR 52.249-8 Contract Clause "Termination for Default-Supplies and Services". The Government will maintain all records required to ascertain whether or not the standard of performance has been met.

E4. INSPECTION AND ACCEPTANCE OF DOCUMENTATION

Documentation will be inspected for conformance with the requirements of Section C. Documentation will be accepted by the Government accepting authority specified in Section E2.1.

E5. ACCEPTANCE OF TRAINING

Training will be inspected for conformance with the requirements of Section C. Training will be accepted by the Government approving and accepting authority specified in Section E2.1.

E6. ACCEPTANCE OF MAINTENANCE

Acceptance of maintenance will take place at the installation site by the designated Government approving and accepting authority.

E7. INSPECTION AND ACCEPTANCE OF SUPPORT SERVICES

Technical support services will be inspected for conformance with the requirements of Section C prior to acceptance. Technical support services will be accepted by the Government approving and accepting authority (Site COR). Resumes of support personnel and overall performance of tasking will also be reviewed by the Lead COR.