CONTRACT NUMBER TIRNO-11-D-000XX SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/Far/

FAR CLAUSE	TITLE
NUMBER	

The following clauses are incorporated by reference for any Task Orders awarded on a cost reimbursement basis:

52.246-3	Inspection of Supplies-Cost Reimbursement
	(May 2001)
52.246-5	Inspection of Services-Cost Reimbursement
	(April 1984)

The following clauses are incorporated by reference for any Task Orders awarded on a fixed price basis:

52.246-2	Inspection of Supplies - Fixed Price (August 1996)
52.246-4	Inspection of Services - Fixed Price (August 1996)
52.246-6	Inspection – Time and Material and Labor Hour (May 2001)

E.2 INSPECTION AND ACCEPTANCE/DELIVERABLES

(a) The IRS will inspect deliverables for conformance to the requirements specified at the task order level. Upon receipt of any deliverables, the IRS will have 15 federal business days to review, comment, and either accept or reject deliverables. Any rejection will: (i) be in writing; (ii) state the basis of the rejection; (iii) include a specific reference to Section C of each task order paragraph or section or Deliverable Acceptance Criterion with which the deliverable does not conform; and (iv) identify the corrective action or rework required.

If the IRS determines that there are omissions, errors, or deficiencies, such comments shall describe the nature of the deficiencies and necessary actions. The contractor shall make the necessary corrections or modifications to make the final deliverable acceptable in accordance with the approved, revised Task Order schedule, and sufficient funds (if applicable) remain on the contract. When the contractor returns the reworked deliverable, clearly identifying all changes (e.g. red-lined) along with the submission of its final deliverable, the IRS will re-inspect the deliverable within five federal business days of receipt and provide a response. **Deliverables**

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shall not be marked "FINAL" without prior IRS authorization and neither will they be automatically accepted.

Delivery due dates are those dates identified in Section F.5. Where no dates are identified in Section F.5, the due date will be the date mutually established and agreed to by the contractor and IRS. In the event a due date is changed, Section F.5 will be modified to reflect the mutually agreed to date(s).

- (b) Final acceptance of all deliverables (supplies and/or services performed) as specified under any Task Order will be made in writing, at destination by the Contracting Officer's Technical Representative (COTR).
- (c) These procedures shall not be construed to constitute a waiver on the part of the Government of its rights under FAR Subpart 49.4, entitled "Termination for Default", nor of any other rights or remedies provided by law or under this contract.

E.3 CRITERIA FOR ACCEPTANCE

Specific criteria for acceptance of deliverables will be set forth in individual Task Orders.

(End of Section)