

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-8	May 2001	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

**E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72)
(JUN 1995)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 4 copies, an original and 3 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

E.3 HUMAN SPACE FLIGHT ITEM (NFS 1852.246-73) (MARCH 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of clause)

E.4 INSPECTION AND ACCEPTANCE

1. The Government will conduct inspections of work being performed from time to time in accordance with the "inspection of Research and Development – Cost Reimbursement" clause in Section I hereof. Except for the categories addressed in 2 below, Inspection and Acceptance for general effort under the contract Statement of Work (SOW) will be documented as depicted in DRD F-PM-09. The Contractor shall comply with the clause in E.2 Material Inspection and Receiving Report (NFS 1852.246-72)(JUN 1995) for all deliveries specified in Section F.5 Deliverables (items listed in Attachments J-5, J-9 and J-27).

2. It is generally expected that Inspection and Acceptance activities will be conducted as stated below for the following categories of effort:

(a) Flight Items,

- (1) Inspection of flight items required under this contract will take place at the Contractor's facility. Provisional acceptance of flight items required under this contract will take place at the launch site. Except:
 - i. Provisioned Item Orders (PIOs, also known as spares) as defined in H.53 Spares Provisioning Procedures and listed in Attachments J-9 and J-27 (e.g. ship in place or to a contractually designated storage facility), final acceptance will occur at origin.
 - ii. Flight Hardware that is not delivered to the launch site (e.g. another NASA site, their designated supplier or an International Partner for further processing), final acceptance will occur at origin.
 - iii. Flight Software that does not deliver to the launch site (e.g. another NASA site, the contractor's designated supplier or an International Partner for further processing), final acceptance will occur at point of delivery.
- (2) Final acceptance of flight items required under this contract (hardware and software) will take place after items have been delivered, launched, and assembled and integrated in space except for the following:
 - i. Final acceptance will be on ground for those flight items that are delivered but not launched, assembled and integrated on orbit at the expiration of the contract period of performance.
- (3) NASA shall be responsible for the conduct of on-orbit testing to verify acceptable performance of space station elements as contemplated in (a) (2) above during on-orbit checkout to determine that the overall space station is in conformance with functional requirements specified in the ISS system specification (SSP 41000).
- (4) If any delivered item or items do not perform in accordance with the requirements of the ISS system specification because of reasons beyond the Contractor's control (e.g., misuse or damage of the items by Government personnel), nonperformance for such reasons will not

constitute a basis for non-acceptance of the items delivered by the Contractor.

- (b) Ground Support Equipment: GSE that facilitates launch activities will be accepted at the Launch site.
- (c) Other Deliverable Hardware: Hardware other than flight hardware will be accepted at place of manufacture.
- (d) Non-Flight Software: Non-Flight software deliverables will be accepted at the Software Verification Facility in Houston, Texas.
- (e) Data and Documentation: Data and documentation will be accepted at the place of delivery.
- (f) On-orbit Orbital Replacement Units (ORU) Support Equipment
 - (1) Inspection of each On-orbit ORU Support Equipment item required under this contract will take place at the Contractor's facility.
 - (2) Acceptance of each On-orbit ORU Support Equipment item required under this contract will take place at the launch site, after completion of a Mini-Acceptance Review (MAR) per SSP 50287 Hardware/Software Acceptance Process. The basis for acceptance at the MAR will be the successful completion of a First Article Inspection (FAI) and a First Article Capability Demonstration (FACD).
 - (3) If any delivered ORU Support Equipment item or items do not perform in accordance with the requirements of the ISS systems specification because of reasons beyond the Contractor's control (e.g., misuse or damage of the items by Government personnel), nonperformance for such reasons will not constitute a basis for non-acceptance of the items delivered by the Contractor.
 - (4) If any delivered On-orbit ORU Support Equipment item or items do not perform in accordance with the requirements of the applicable Support Equipment Item Description because of reasons beyond the Contractor's control (e.g., misuse or damage of the items by Government personnel), nonperformance for such reasons will not constitute a basis for non-acceptance of the items delivered by the Contractor.
- (g) Piece parts and Components
 - (1) For maintenance and repair components that are procured under the Post Production Support (PPS) portions of the Statement of work, Government inspection will be indicated on the associated Acceptance Data Package and shipping document (as applicable). Acceptance will be documented for the applicable SOW section as depicted in DRD F-PM-09.
 - (2) For items that are provided directly to NASA that are procured under the PPS portions of the Statement of Work as replenishments of previously delivered quantities that are by nature expendable, consumable, and/or time sensitive materials, Government Inspection will be indicated on the associated Acceptance Data Package and shipping document. Acceptance will be documented for the applicable SOW section as depicted in DRD F-FM-09.
 - (3) Items which are subcomponents to be utilized in build up of high level assemblies shall comply with all applicable quality requirements. Inspection will be documented via a DD Form 1149 which shall be accompanied by applicable quality assurance documentation. Acceptance will be

documented for the applicable DIL or PIO end item listed in Attachment J-5, J-9, or J-27.

(End of clause)

E.5 INSPECTION OF SERVICES--COST-REIMBURSEMENT

(52.246-5, 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.

(End of clause)

E.6 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard identified in section 3.8 of the Statement of Work in section C.

(End of clause)

E.7 QUALITY ASSURANCE SURVEILLANCE PLAN (JSC 52.246-93) (JUL 1996)

A Quality Assurance Surveillance Plan (QASP) will be developed and implemented by the Contracting Officer's Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and

services that conform to contract requirements. The nature and extent of quality assurance surveillance contemplated in this plan will be based, in part, on the specific content of the contractor's Safety & Mission Assurance/Risk Management Plan (included in Section J-25).

(End of clause)

{END OF SECTION}