

**G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**A. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:****CLAUSE**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR CONTRACTOR-OWNED EQUIPMENT
1852.245-73	OCT 2003	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS

**B. THE FOLLOWING DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES APPLY TO THE USAF WORK UNDER THIS CONTRACT:****CLAUSE**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
252.246-7000	MAR 003	MATERIAL INSPECTION AND RECEIVING REPORT

(End of clause)

**G.2 Reserved.**

**G.3 Reserved**

**G.4 RESERVED**

**G. 5 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEPTEMBER 2007)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Contractor will have title under the provisions of this contract, without the Contracting Officer's written authorization. Property which will be acquired as a

deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the contractor, the Contractor's request shall:

- (i) Justify the need for the property;
- (ii) Provide the reasons why Contractor-owned property cannot be used; and
- (iii) Describe the property in sufficient detail to enable the contractor to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers.
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit.
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government nor the Contractor makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Government Property clause at 52.245-1.

(End of clause)

#### **G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE CONTRACTOR PROPERTY (DEVIATION) (SEPTEMBER 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.
  - (iv) Contractor use of Government property at an off-site location and off-site Contractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by Contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- (2) Office furniture.
- (3) Property listed in Section J, Attachment J-6.
- (ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
- (iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (4) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: None
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(End of clause)

**G.7 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (DEVIATION) (SEPTEMBER 2007)**

(a) If the Contractor has Government Property, the Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Contractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of Contractor in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to IHA.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 10. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 10. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, Contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from Contractor, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the Contractor shall contact the IHA within 25 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that IHA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any IHA or Government rights.

(d) A final report shall be submitted within 25 days after disposition of all property subject to reporting when the contractor performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

#### **G.8 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEPTEMBER 2007)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques," and NASA Standard (NASA-STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by IHA.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the IHA receiving activity listed below:

MESC Contracting Officer, Mailstop IHA-001

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all Contracts that require delivery of equipment.

(End of clause)

#### **G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEPTEMBER 2007)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at: TBD

Attn: Mail Code: TBD  
 Kennedy Space Center, FL 32899  
 Phone TBD  
 (End of clause)

**G.10 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (DEVIATION) (SEPTEMBER 2007)**

(a) For performance of work under this contract, the contractor will make available Government property identified below or in Attachment J-6 of this contractor on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Force Station and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, Government Property the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
Reference Section J, Attachment J-6						

(b) For performance of work under this contract, and in accordance with FAR 52.245-2, Government Property Installation Operation Services the contractor will make available Government property identified below or in an Attachment to this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at Kennedy Space Center, Cape Canaveral Air Force and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

**G.11 NFS 1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (DEVIATION) (SEPTEMBER 2007)**

For performance of work under this contract, the contractor will make available Government property identified below or in an Attachment to this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, r Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contractor at Kennedy Space Center, Cape Canaveral Air Force and at other location(s) as may be approved by the Contracting Officer.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number

(End of clause)

**G.12 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY  
(DEVIATION) (SEPTEMBER 2007)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the contractor;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by IHA the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from IHA, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from IHA prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to IHA within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to IHA review and/or audit.

(End of clause)

### **G. 13 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (SEPTEMBER 2007)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government -owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

[END OF SECTION]