

# NASA FAR Sup 5245-End

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## **1852.245-70 Contractor Requests for Government-furnished Property.**

As prescribed in [1845.107-70\(a\)\(1\)](#), insert the following clause:

CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY  
(AUG 2015)

(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 Government 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. Property approved as part of the contract award or specifically required within the statement of work 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 Government, the Contractor's request shall—

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government 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 \$500,000 per unit; and
  - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$500,000.
- (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 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 clause at [FAR 52.245-1](#), Government Property, as incorporated in this contract.

(End of clause)

ALTERNATE I  
(AUG 2015)

As prescribed in [1845.107-70](#)(a)(2), add the following paragraph (e).

(e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

**1852.245-71 Installation-accountable Government Property.**

As prescribed in [1845.107-70](#)(b)(1), insert the following clause:

INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(JAN 2011)

(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 shall comply with the following: NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual. NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements.

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements: [Insert any additional property management responsibilities].

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at [FAR 52.245-1](#), as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with [FAR 52.245-1](#)(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(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 for Government titled property as required by [FAR 52.245-1](#), as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires 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 establish records and property control procedures and maintain the property in accordance with the requirements of [FAR 52.245-1](#), Government Property (as incorporated in this contract), 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 [Insert attachment number or "not applicable" if no equipment is provided].

(i) 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.

(ii) 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: [Insert the name of the facilities or "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 may be provided on-site, as approved by the Contracting Officer.

(End of clause)

ALTERNATE I  
(JAN 2011)

As prescribed in [1845.107-70\(b\)\(4\)](#), substitute the following for paragraph (b)(1)(i) of the basic clause:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

**1852.245-72 Liability for Government Property Furnished for Repair or Other Services.**  
As prescribed in [1845.107-70\(c\)](#), insert the following clause:

LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES  
(JAN 2011)

(a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to [FAR 52.245-1](#), Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.

(c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).

(d) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

(End of clause)

**1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors.**

As prescribed in [1845.107-70](#)(d), insert the following clause:

FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS  
(JAN 2017)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart [1845.71](#), and any supplemental instructions for the current reporting period issued by NASA.

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(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 31<sup>st</sup>. 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 31<sup>st</sup>.

(2) Some activity may be estimated for the month in which the report is submitted, 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 subcontractors, 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 cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the Contractor has a value of \$10 million or more, the Contractor shall also submit a report no later than the 21<sup>st</sup> of each month in accordance with the requirements of paragraph (c)(2) of this clause.

(4) 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 NFS subpart [1845.71](#), any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting

Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

**1852.245-74 Identification and Marking of Government Equipment.**

As prescribed by [1845.107-70](#)(e), insert the following clause.

IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT  
(JAN 2011)

(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 or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and 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 the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, 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 equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

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

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(End of clause)

**1852.245-75 Property Management Changes.**

As prescribed in [1845.107-70\(f\)](#), insert the following clause.

PROPERTY MANAGEMENT CHANGES  
(JAN 2011)

(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 prior to making the change whenever 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.

(End of clause)

**1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1.**

As prescribed in [1845.107-70\(g\)](#), insert the following clause:

LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR [52.245-1](#)  
(JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment [Insert attachment number or “not applicable”] of this contract on a no charge-for-use basis pursuant to the clause at [FAR 52.245-1](#), Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at [Insert applicable site(s) where property will be used] and at other location(s) as may be approved by the Contracting Officer. Under [FAR 52.245-1](#), the Contractor is accountable for the identified property.

(End of clause)

**1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2.**

As prescribed in [1845.107-70\(h\)](#), insert the following clause:

LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT to FAR 52.245-2  
(JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment \_\_ [Insert attachment number or “not applicable”] of this contract on a no charge-for-use basis pursuant to [FAR 52.245-2](#), Government Property Installation Operation Services, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at \_\_ [Insert applicable site(s) where property will be used] and at other location(s) as may be approved by the Contracting Officer.  
[Insert a description of the item(s), acquisition date, quantity, acquisition cost, and applicable equipment information]

(End of clause)

**1852.245-78 Physical Inventory of Capital Personal Property.**

As prescribed in [1845.107-70\(i\)](#), insert the following clause.

PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY  
(AUG 2015)

(a) In addition to physical inventory requirements under the clause at [FAR 52.245-1](#), Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$500,000.

(1) The Contractor shall inventory—

- (i) Items of property furnished by the Government;
- (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 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 the Property Administrator, 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 the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph 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 the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

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

(c) The Contractor shall report the results of the physical inventory to the property administrator 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 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 auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**1852.245-79 Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value.**

As prescribed in [1845.107-70\(j\)](#), insert the following clause:



RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL  
HISTORIC OR SIGNIFICANT REAL VALUE  
(JAN 2011)

(a) In addition to the property record data required by the clause at [FAR 52.245-1](#), Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall—

- (1) Identify the projects or missions that used the items;
- (2) Specifically identify items of flown property;
- (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
- (4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions—

- (1) On any Standard Form 1428, Inventory Schedule;
- (2) In automated disposition systems;
- (3) In any other disposition related reports; and
- (4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.

(End of clause)

**1852.245-80 Government Property Management Information.**

As prescribed in [1845.107-70\(k\)\(1\)](#), insert the following provision.

GOVERNMENT PROPERTY MANAGEMENT INFORMATION  
(JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at [1852.245-81](#), List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with [FAR 52.245-9](#), Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause [1852.245-70](#).

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment—  
Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:  
[Enter the appropriate information]

(End of provision)

ALTERNATE 1  
(JAN 2011)

As prescribed in [1845.107-70\(k\)\(2\)](#) add the following paragraph (i).

(i) Existing available Government property listed in the provision at [1852.245-81](#) is provided “as-is”. NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property’s suitability for use. The equitable adjustment provisions of the clause at [52.245-1](#), Government Property as included in this solicitation, are not applicable to this property. The offeror must obtain the Contracting Officer’s written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

**18.52.245-81 List of Available Government Property.**

As prescribed in [1845.107-70\(l\)](#), insert the following provision.

LIST OF AVAILABLE GOVERNMENT PROPERTY  
(JAN 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with [FAR 52.245-1](#), Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with [FAR 52.245-2](#), Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

(c) The selected Contractor will be responsible for costs associated with transportation, and

installation of the property listed in this provision.

(End of provision)

**1852.245-82 Occupancy Management Requirements.**

As prescribed in [1845.107-70\(m\)](#), insert the following clause:

OCCUPANCY MANAGEMENT REQUIREMENTS  
(JAN 2011)

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

- (1) [NPD 8800.14](#), Policy for Real Estate Management.
- (2) [NPR 8831.2](#), Facilities Maintenance and Operations Management.

[Insert any additional Center occupancy requirements here.]

(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)

**1852.245-83 Real Property Management Requirements.**

As prescribed in [1845.107-70\(n\)](#), insert the following clause:

REAL PROPERTY MANAGEMENT REQUIREMENTS  
(JAN 2011)

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract ( [FAR 52.245-1](#)), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) [NPD 8800.14](#), Policy for Real Estate Management.
- (2) [NPR 8831.2](#), Facilities Maintenance and Operations Management.

[Insert any real property related Center requirements here.]

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting

Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor’s real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

**1852.246-70 Reserved.**

**1852.246-71 Government Contract Quality Assurance Functions.**

As prescribed in [1846.470](#), insert the following clause:

GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS  
(OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Location	Function
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[Insert the items involving quality assurance, the quality assurance functions, and where the functions will be performed.]

(End of clause)

**1852.246-72 Material Inspection and Receiving Report.**

As prescribed in [1846.674](#), insert the following clause:

MATERIAL INSPECTION AND RECEIVING REPORT  
(APR 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms shall be prepared and distributed as follows: [Insert number of copies and distribution instructions]\_\_\_\_\_

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement [1846.6](#). 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)

**1852.246-73 Human Space Flight Item.**

As prescribed in [1846.370](#), insert the following clause:

HUMAN SPACE FLIGHT ITEM  
(MAR 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)

**1852.247-71 Protection of the Florida Manatee.**

As prescribed in [1847.7001](#), insert the following clause:

PROTECTION OF THE FLORIDA MANATEE  
(JUL 2015)

(a) Pursuant to the Endangered Species Act of 1973 (Pub. L. 93-205), as amended, and the Marine Mammals Protection Act of 1972 (Pub. L. 92-522), the Florida Manatee (*Trichechus Manatus*) has been designated an endangered species, and the Indian River Lagoon system within and adjacent to National Aeronautics and Space Administration's (NASA's) Kennedy Space Center (KSC) has been designated as a critical habitat of the Florida Manatee. The KSC Environmental Management Branch will advise all personnel associated with the project of the potential presence of manatees in the work area, and the need to avoid collisions and/or harassment of the manatees. Contractors shall ensure that all employees, subcontractors, and other individuals associated with this contract and who are involved in vessel operations, dockside work, and selected disassembly functions are aware of the civil and criminal penalties for harming, harassing, or killing manatees.

(b) All contractor personnel shall be responsible for complying with all applicable Federal and/or state permits (e.g., Florida Department of Environmental Protection, St. Johns River Water Management District, Fish & Wildlife Service) in performing water-related activities within the contract. Where no Federal and/or state permits are required for said contract, and the contract scope requires activities within waters at KSC, the Contractor shall obtain a KSC Manatee Protection Permit from the Environmental Management Branch. All conditions of Federal, state, and/or KSC regulations and permits for manatee protection shall be binding to the contract. Notification and coordination of all water related activities at KSC will be done through the Environmental Management Branch.

(c) The Contractor shall incorporate the provisions of this clause in applicable subcontracts.

(End of clause)

**1852.247-72 Advance Notice of Shipment.**

As prescribed in [1847.305-70\(a\)](#), insert the following clause:

ADVANCE NOTICE OF SHIPMENT

(OCT 1988)

\_\_\_\_\_[Insert number of work days] work days prior to shipping item(s) \_\_\_\_\_[Insert items to be shipped], the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to \_\_\_\_\_[Insert individual(s) to receive notification] and to the Contracting Officer.

(End of clause)

**1852.247-73 Bills of Lading.**

As prescribed in [1847.305-70\(b\)](#), insert a clause substantially as follows:

BILLS OF LADING

(JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) *Commercial Bills of Lading.* All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: \_\_\_\_\_

Destination: \_\_\_\_\_".

(b) *Government Bills of Lading.*

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

\_\_\_\_\_[Insert name, title, and mailing address of designated transportation officer or other official delegated responsibility for GBLs]. If time is limited, requests may be by telephone: \_\_\_\_\_[Insert appropriate telephone number]. Requests for GBLs shall include the following information.

(i) Item identification/ description.

(ii) Origin and destination.

(iii) Individual and total weights.

(iv) Dimensional Weight.

(v) Dimensions and total cubic footage.

(vi) Total number of pieces.

(vii) Total dollar value.

(viii) Other pertinent data.

(End of clause)