



**Doc 300**  
**CONTROL AND ACCOUNTABILITY OF PROPERTY IN THE POSSESSION OF**  
**CONTRACTOR**

**I. INTRODUCTION**

It is the policy of United Launch Alliance (ULA) to ensure that all ULA provided property is appropriately controlled and managed to the applicable regulatory and ULA requirements.

**II. PURPOSE**

These Special Provisions indicate the requirements for the control and accountability of all ULA provided property in the possession of the CONTRACTOR, whether furnished to, acquired by, or fabricated at the CONTRACTOR's facility in the performance of this Contract regardless of entity holding title to the provided property. ULA provided property must be appropriately managed through the entire property management lifecycle to include acquisition, use, disposal and contract completion and/or termination.

CONTRACTOR shall comply with this Special Provisions Doc 300 "Control and Accountability of Property in the Possession of CONTRACTOR," for the administration of all ULA provided Government, Customer and/or ULA owned or developed property as listed in the Contract during the performance of this Contract.

The property shall not be modified nor cannibalized by CONTRACTOR without the express written authorization of the ULA Procurement Representative.

ULA shall make every effort to provide the identified Government and/or ULA Furnished Property on or before the dates indicated in the Contract. However, in the event ULA experiences unforeseeable delays, the CONTRACTOR shall exert its best effort to work around schedule delays. CONTRACTOR shall use all reasonable means to avoid schedule impacts or claims for adjustment on Contract price. In the event ULA should make Government Property or material unavailable or unsuitable for use under this Contract and such action causes an increase in the cost of, or the time required for, performance of this Contract, the CONTRACTOR shall notify the Procurement Representative within twenty (20) business days of the CONTRACTOR'S determination of said unavailability or unsuitability for use.

**PART I. GOVERNMENT PROPERTY**

The clauses in this section apply if ULA provides the CONTRACTOR Government-owned Property within the meaning of FAR Part 45. The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text and is applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

52.245-01 GOVERNMENT PROPERTY (SEP 2021) ALT I (APR 2012) (If there is any government property on Contract, the following substitutions apply:

- "Contracting Officer" means "ULA" except in the definition of Property Administrator, in paragraph (h)(1)(iii), and in paragraphs (c) and (h)(4) where it includes ULA.
- "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "ULA" and except in paragraph (d)(2)(iii) and (g) where the term includes ULA.
- The following is added as paragraph (n) "CONTRACTOR shall provide to ULA immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of property control system.
- Notwithstanding the foregoing, in the event of CONTRACTOR's loss, damage or destruction of Government property accountable to any ULA Contract with ULA's Customer in which ULA's Contract does not include Alt I, CONTRACTOR's liability for the risk of loss of such Government property shall be governed by the basic clause.)



52.245-9 USE AND CHARGES (APR 2012) (Communication with the Government under this clause will be made through ULA.)

## **PART II. ULA OR NON-US GOVERNMENT CUSTOMER PROPERTY**

As modified by ULA, the clause in this section applies if ULA provides the CONTRACTOR ULA-owned or non-Government-owned customer property. The following clauses of the FAR are adopted by ULA and incorporated herein by reference, with the same force and effect as if it was given in full text, and is applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

As applicable in this section, the following substitutions, deletions and additions are applied for adoption by ULA to: 52.245-01 GOVERNMENT PROPERTY (SEP 2021) ALT I (APR 2012)

- Substitute ULA for: Government, United States Government, Agency
- Substitute ULA-owned/ULA Furnished, and/or non-Government Customer-owned ULA Furnished, as applicable for: Government (Furnished) property, U.S. Government-Owned, United States Government Furnished
- Substitute: Property Management - ULA Property Management Supplier Oversight Program Lead and ULA Procurement Representative for: Property Administrator
- Substitute: ULA Procurement Representative for: Contracting Officer, Termination Contracting Officer
- Substitute: ULA Procurement Representative and Property Management - ULA Property Management Supplier Oversight Program Lead for: Plant Clearance Officer
- Modify to delete all text within sections (c)(2)(i) and (c)(2)(ii).
  - Note: Clarification/replacement text provided in Part III of this special provision
- Modify to add the following additional specific text to the end of section (j)(1)(ii): *with ULA Procurement Representative direction.*
- Modify to delete the following specific text from section (j)(2)(i): *use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to*
- Modify to replace the following specific text within section (j)(8): *to the Treasury of the United States as miscellaneous receipts* with the following text: *Retain to offset any administrative cost associated with the disposition action with ULA Procurement Representative direction.*

## **PART III. ULA FURTHERANCE/AUGMENTS TO SECTIONS I AND II FURNISHED PROPERTY**

The CONTRACTOR is required to furnish all property necessary to perform this contract. ULA will provide property to the CONTRACTOR only when it is clearly demonstrated:

- To be in the best interest of ULA or ULA's Customer;
- Overall benefit to the acquisition significantly outweighs the increased cost of administration, including ultimate property disposal;
- Providing the property does not substantially increase ULA's assumption of risk; and
- ULA's requirements cannot otherwise be met.

The CONTRACTOR's inability or unwillingness to supply its own resources is not sufficient reason for the furnishing or acquisition of property.

## **RIGHT-TO-USE OF ULA PROVIDED PROPERTY**

In the performance of Work under this Contract or for which a right to use has been granted, the CONTRACTOR is authorized to use the Equipment, Special Tooling, and Test Equipment provided for in the contract; utilization of all property shall be on a non-interference basis.



### **RIGHT-TO-USE OF NON-ULA ACCOUNTABLE/ASSOCIATED PROPERTY**

Responsibility to seek Authorization for use of Government or other entity property not accountable to a ULA awarded Contract, and provided by ULA, is the responsibility of the CONTRACTOR.

- Authorization for use of non-ULA associated property in support of this Contract must be granted by the authorized representative of the owning entity who holds title of the property, and is the responsibility of the CONTRACTOR.
- Liability for rental fees as determined by the owning entity of the property and/or the application of FAR 52.245-9 is the responsibility of the CONTRACTOR.

### **RIGHT TO MODIFY, CANNIBALIZE AND/OR CONSUME**

Modification and/or cannibalization of equipment provided by ULA, regardless of ownership, which is accountable to this Contract, provided such authorization is specifically given in writing by the ULA Procurement Representative, shall be in compliance with Part II of this special provision and revertible to the condition of the property as of the effective date of this Contract; except for Material which is consumed pursuant to the requirements of this Contract.

Authorized Modification shall be affected with the understanding that the CONTRACTOR shall make no claim for delay in delivery, or any other equitable adjustment predicated upon the impact the modification may have on the suitability of the equipment to fulfill its intended purpose prior to modification. At the ULA Procurement Representative's request, the CONTRACTOR agrees to restore the modified property to a condition suitable to accomplish its original intended purpose at no change in Contract value. However, CONTRACTOR is not required to replace Material consumed during the performance of this Contract so long as the ULA Procurement Representative authorized such consumption in the Contract.

### **CONTRACTOR PROPERTY CONTROL SYSTEM**

ULA Property Management Determination of the CONTRACTOR as a ULA Property Management Major Subcontractor vs ULA Property Management Minor Subcontractor:

- ULA Major Subcontractor – Have a DCMA and ULA Approved Property Management System. These suppliers may manage provided property, under their approved property management system processes.
- ULA Minor Subcontractor – Do not have a DCMA and ULA approved property system. The property provided to these suppliers will be managed under the ULA Property Management System processes.
  - Must maintain property management records and perform lifecycle actions per the requirements of this provision.

In order to assure CONTRACTOR compliance with the ULA requirements relative to property, ULA requires that all property accountable to a ULA Contract is controlled by a property control system which is periodically reviewed and assessed. These assessments will be performed by the ULA Property Management Supplier Oversight Program Lead. The results of such a review will be forwarded to the ULA Property Program Compliance Lead and ULA Procurement Representative. ULA, as a result of property analyst's findings, may notify a CONTRACTOR of a deficiency in the CONTRACTOR's property control system and require corrective action. The CONTRACTOR shall respond to the notification and shall implement and maintain the necessary corrective action within an agreed upon timeframe.

ULA provided property will be subject to inspections and reviews by ULA to verify compliance with the CONTRACTOR's property control system. The frequency of these inspections and reviews will be determined by ULA Property Management Supplier Oversight Program Lead in consideration of Part II of this provision and individual circumstances and may take place at any time during the performance of the Contract, upon completion or termination of the Contract or at any time thereafter during the period the CONTRACTOR is required to retain property records. The CONTRACTOR will make all such records, including correspondence related thereto, available to ULA. The CONTRACTOR shall ensure ULA access to CONTRACTOR premises and all ULA provided property, at reasonable times, for the purpose of reviewing, inspecting and evaluating a CONTRACTOR's property management plan, systems, procedures,



records, and supporting documentation that pertains to ULA provided property regardless of property ownership.

**DISPOSAL AND CLOSEOUT**

Except as otherwise provided for in this Contract, the CONTRACTOR shall not dispose of ULA provided property until authorized to do so by ULA.

At Contract closeout, CONTRACTOR will coordinate with ULA Procurement Representative to determine the disposition of provided property.