52.241-5 Contractor’s Facilities.

As prescribed in 41.501(c)(4), insert a clause substantially the same as the following:

Contractor’s Facilities (Feb 1995)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, *shall* furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Titleto all such facilities *shall* remain with the Contractor and the Contractor *shall* be responsible for loss or damage to such facilities, except that the Government *shall* be responsible to the extent that loss or damage has been caused by the Government’s negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor *shall* obtain approval from the *Contracting Officer* prior to any equipment installation, *construction*, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in *construction*, operation, maintenance and repair of such facilities, *shall* be the obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government *may* limit or restrict the right of access herein granted in any manner considered necessary (*e.g.,* national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor *shall*, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities *may* be retained in place at the *option* of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

(End of clause)

Parent topic: 52.241 [Reserved]