

SECTION G - CONTRACT ADMINISTRATION DATA

G.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)

<u>CLAUSE</u> <u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference.

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

<u>CLAUSE</u> <u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference.

(End of clause)

G.2 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71)(NOV 2004) (ALTERNATE I)(NOV 2004)

- a. The Government property described in the clause at NFS 1852.245-77, List of Installation- Accountable Property and Services, shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities: Refer to NPR 4200.2B, Equipment Management Manual for Property Custodians, Section 2.7 (http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_4200_002B_&page_name=Chapter2).

The contractor shall establish and adhere to a system of written procedures for 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, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished 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 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 quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

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 45.5 and NFS 1845.5 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 subcontractor use require advance approval of the contracting officer and notification of the SEMO. 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 Part 45.5 until its return to the installation.

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) 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.

(End of clause)

G.3 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73)(OCT 2003)

- a. The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of NFS 1845.505-14, the instructions on the form, subpart NFS 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 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 addresses:

2101 NASA Parkway
 LF631/Property Accounting
 Houston, TX 77058-3696

and

2101 NASA Parkway
 JB3/Property Administrator
 Houston, TX 77058-3696

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 15. 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 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractor's 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.
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 NFS 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 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 (b)(1) through (3) of this clause.

(End of clause)

G.4 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76)(OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-5 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at JSC and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)(JULY 1997)

In accordance with the clause at NFS 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- a. Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- b. General- and special-purpose equipment, including office furniture.

1. Equipment to be made available is listed in Attachment J-6. The Government retains accountability for this property under the clause at NFS 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 2. 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 as required by the clause at NFS 1852.245-71, Installation-Accountable Government Property.
 3. 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.
- c. Supplies from stores stock.
- d. Publications and blank forms stocked by the installation.
- e. Safety and fire protection for Contractor personnel and facilities.
- f. Installation service facilities: B42, B326
- g. Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- h. Cafeteria privileges for Contractor employees during normal operating hours.
- i. Building maintenance for facilities occupied by Contractor personnel.
- j. 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.

- k. The user responsibilities of the Contractor are defined in paragraph (a) of the clause at NFS 1852.245-71, Installation-Accountable Government Property.

(End of clause)

G.6 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS(JSC 52.204-91) (JAN 2006)

- a. An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.
- b. All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

- c. The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- d. The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of clause)

G.7 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92)(DEC 1999)

- a. This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
- b. "Hazardous materials," for the purposes of this clause, consist of the following:
 - 1. Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
 - 2. Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning

and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

3. Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.
 4. Any radioisotope material or device that produces ionizing radiation.
 5. Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
 6. Any explosive or any pyrotechnics.
 7. Any pesticide.
- c. The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
 - d. The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
 - e. The contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
 - f. The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
 - g. The contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
 - h. In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

G.8 SUBMISSION OF INVOICES

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract and order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

NASA Johnson Space Center
Attn: Darrell R. Matula
Mail Code: BV
2101 NASA Parkway
Houston, TX 77058-3696

In the event that amounts are withheld from payment in accordance with other provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.9 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92)(OCT 2006)

At all times while on Government property, the Contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 a.m. to 3:00 p.m. on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, keys, CAA cards, clearance terminations, JSC

Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.10 PROVIDING FACILITY ITEMS

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items under this contract. The parties accordingly agree as follows:

- a. "Provide," as used in this clause, has the same meaning as set forth in NASA FAR Supplement 1845.301.
"Facilities," as used in this clause, has the same meaning as set forth in FAR 45.301 and NASA FAR Supplement 1845.301.
- b. The Government shall provide to the contractor the facilities identified in Attachment J-5 for use in performance of this contract.
- c. The contractor shall replace any of the existing facilities identified in b. above that reach the end of their useful life during the contract period or which are beyond economical maintenance or repair, if the facilities are still needed for contract performance. Such replacements shall be made with contractor-owned facilities and shall be accounted for in accordance with the contractor's disclosed accounting practices.
- d. The contractor shall not acquire facility items for the Government, unless specifically authorized by the contract or consent has been obtained in writing from the contracting officer pursuant to FAR 45.302-1(a). The contractor agrees to provide all facilities necessary for performance of this contract except as provided in b. above.

(End of clause)

[END OF SECTION]