

**SECTION G****CONTRACT ADMINISTRATION DATA****G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
None included by reference		

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

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.227-70	May 2002	New Technology
1852.223-71	Dec 1998	Frequency Authorization
1852.227-86	Dec 1987	Commercial Computer Software Licensing
1852.242-71	Dec 1988	Travel Outside of the United States
1852.242-72	Aug 1992	Observance of Legal Holidays–or as depicted in TO(s)
1852.245-73	Oct 2003	Financial Reporting of NASA Property in Custody of Contractors {(b)(3) Insert – to each TO IPO}

**(End of Clause)****G.2 CONTRACT ADMINISTRATION - GENERAL****(a) Points of Contact (POC):**

NSSC Contracting Officer (CO):

Name – Teri Osabutey  
 Phone Number – 228-813-6273

NSSC Contracting Officer's Technical Representative:

Name – William Morrison  
Phone Number – TBD

Agency Industrial Property Officer:

Name – Sherry Pollock  
Phone Number – 301-286-8965

Task Order Contracting Officer:	To be specified in TO(s)
Task Order Manager (TOM):	To be specified in the TO(s)
Task Order Center Chief of Security (CCS):	To be specified in the TO(s)
Task Order Industrial Property Officer (IPO):	To be specified in the TO(s)
Task Order Ombudsman:	To be specified in the TO(s)

(b) Order for Resolving Contract/TO Issues: In accordance with clause H.3 – Task Ordering Procedures, The Center Contracting Officers have authority to issue TO(s). All issues concerning the performance of a task order will be resolved at the TO level. Order resolving issues at the TO level should be as follows: TOM, CO for the TO, and TO Ombudsman.

(c) TO Key Personnel: Each TO shall identify the TO Program Manager and the Contracts Administrator, providing their name, phone number, address, and e-mail.

(d) Order of Precedence between NPSC and TO(s): Notwithstanding FAR 52.215-8 – Order of Precedence, discrepancies between the NPSC and the TO(s) may occur. While TOs share many standard conventions, there are important differences between individual TOs, which reflect the unique requirements of each Center/Location and are described in paragraph 5 of the TO. Therefore, if there are any discrepancies between Section 5 of the PWS in the contract and in Section 5 in a TO, the TO shall govern.

(e) Wage Determinations and Contractor Bargaining Agreements (CBAs): All Wage Determinations and CBAs shall be included in the TO(s), as applicable, and updates for incorporation will be provided by the Contracting Officer's identified in the TO(s).

In accordance with FAR clauses 52.222-41 and -43, the J.3 NTE Firm Fixed-Price Rates will be adjusted to incorporate wage determination updates upon a request from the contractor, which shall include all affected area wage determination updates. The Government contemplates making these adjustments annually at the anniversary date of the contract. Any rate changes to the contract, as a result of wage determination updates, will not be retroactive for the prior year(s) and no retroactive prior year adjustments will be made to TO(s) or to the contract.

Furthermore, the Government expects that the contractor would make any requests for adjustment, due to wage determination updates, in a timely fashion to enable negotiation and forward pricing adjustments to be made for each affected year, prior to work performance for that year.

Also, in accordance with the FAR clauses, the rates may be updated, upon the contractor's request, for any changes to the CBAs that occur during the performance of the contract. These requests may be made at any time as those CBAs are changed.

Any rate changes to the contract, as a result of CBA updates, may be retroactive and may require, at the contractor's request, retroactive adjustments to the TO(s). All requests from the contractor shall include sufficient data for evaluation by the Government to substantiate any rate adjustments to the contract.

**(End of Clause)**

**G.3 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY  
(NFS 1852.245-70) (DEVIATION)**

(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.

(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 \$100,000 per unit; and
- (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 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 52.245-1, Government Property.

#### **ALTERNATE I (DEVIATION)**

(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.

**(End of Clause)**

#### **G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (DEVIATION)**

(a) The Government property described in paragraph (c) of this clause 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 additional responsibilities associated with property use:

<b>Requirement</b>	<b>Title</b>
FAR 52.245-1 (Alt I) (June 2007)	Liability for Loss or Destruction
NPR 4100.1 (Current Version)	NASA Materials Inventory Management Manual
NPR 4200.1 (Current Version)	NASA Equipment Management Manual
NPR 4200.2 (Current Version)	NASA Equipment Management Procedures and Guidelines for Property Custodians
NPR 4300.1 (Current Version)	NASA Personal Property Disposal Procedures and Guidelines
Additional Items to be Identified in NASA Center/Location Task Orders	

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 subcontractor 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 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.

<u>Description</u>	<u>Number</u>
{i.e., ODIN SEATS – Computer, IT Services, phone }	<b><u>To Be Proposed by Offeror in TOs</u></b>
<u>NASA will Provide Contractor Work Space {examples: Visitor Control/Badging area, Key Rooms, Command Centers, General Work Space, etc. }</u>	<b><u>To Be Listed in TOs</u></b>

(2) Office furniture.

\_\_\_(3) Property listed in \_\_\_ [Insert attachment number or "not applicable" if no equipment is provided].

(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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(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. *(To be authorized in Task Orders if applicable)*

\_\_\_ (5) Publications and blank forms stocked by the installation.

\_\_\_ (6) Safety and fire protection for Contractor personnel and facilities.

\_\_\_ (7) Installation service facilities. [To be provided in Task Orders].

\_\_\_ (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.

**Installation-Accountable Government Property (1852.245-71) (ALT I)**  
***{To Be Included in Center/Location Task Orders as Applicable}***

(b)(1)(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.

**(End of Clause)**

**G.5 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (NFS 1852.245-72) (DEVIATION)**

(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, or when sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. 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) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss, damage, or destruction of such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, damage, or destruction that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the Changes clause of this contract.

(e) 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)**

**G.6 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT  
(NFS 1852.245-74) (DEVIATION)**

(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 the NASA Industrial Property Officer.

(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: each TO IPO.

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

**(End of Clause)**

#### **G.7 PROPERTY MANAGEMENT CHANGES (NFS 1852.245-75) (DEVIATION)**

((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 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.

(b) The Contractor shall contact the IPO at: Goddard Space Flight Center:  
Ms. Sherry Pollock – 301-286-8965

**(End of Clause)**

#### **G.8 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (NFS 1852.245-77) (DEVIATION)**

For performance of work under this contract, the Government will make available Government property identified below or in **Attachment D - Table D.1 of the Task Orders** of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at **Places of Performance identified in the Task Orders** and at other location(s) as may be approved by the Contracting Officer.

**(End of Clause)**

#### **G.9 PAYMENT AND SUBMISSION OF INVOICES**

(a) Invoices shall be prepared and submitted on a monthly basis in accordance with the Prompt Payment Act (USC, Title 31, 3903(a)) and OMB Circular A-125, Prompt Payment and in accordance with FAR clause 52.232-16 – Progress Payments. Accuracy of all invoices is extremely important. Noted invoice discrepancy(s) by the Government during any monthly processing periods, will be subject to rejection.

- (b) Individual Task Orders will identify the billing office and address.
- (c) In accordance with DRD, Monthly Task Order Summary Report, the contractor shall submit a monthly task order summary, which shall also include a summary of all invoices.
- (d) At a minimum, the following information shall be included with all invoices:
- (i) Contractor Name and Address
  - (ii) Contract Number
  - (iii) Task Order Number and revision number
  - (iv) Invoice Number and Date
  - (v) Task Order Period of Performance
  - (vi) Period of Performance Invoice
  - (vii) Any calculations and/or formulas used to calculate the invoice amount
- (e) Payment will be made to the contractor based on the receipt of a proper invoice.
- (f) The contractor shall submit a separate invoice at the time of final acceptance in accordance with the Performance Retainage Plan and provisions of this contract, at the conclusion of the evaluation process and receipt of notice from the Contracting Officer on the amount that may be invoiced.
- (g) To effect EFT payments, the contractor shall include the following information on the first TO invoice to each NASA Center/Location and any future invoices if the requested information is changed: the name, address and nine digit Routing Transit Number of the contractor's financial agent; the contractor's account number and type of account (checking, savings, or lockbox); and the name, title, telephone number and signature (manual or electronic, as appropriate) of official authorized to provide this information. In accordance with FAR 32.9, failure to include this information may result in rejection of the invoice as improper.
- (h) For invoices for which the contractor will offer a discount for prompt payment, the contractor shall clearly mark the outside of the envelope "DISCOUNT FOR PROMPT PAYMENT." The final invoice shall be marked "FINAL." All invoices shall include the contractor's Taxpayer Identification Number (TIN) and all other required payment information.

**(End of Clause)**

**G.10 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78)  
(DEVIATION)**

- (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 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, 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 the NASA Industrial Property Officer (IPO), 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 NASA IPO, 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 the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer 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 Government review and/or audit.

**(End of Clause)**

**G.11 OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82)  
(DEVIATION)**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52.245-1) 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
- (3) (Insert any occupancy and real property related Center requirements here – to be provided, as applicable in the Center/Location Task Orders)

(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)**

**G.12 RECORDS MANAGEMENT**

This contract contains records management compliance requirements involving creation or maintenance of Federal records. The contractor shall identify, select, preserve, and protect records including temporary records, permanent records, and vital records against loss, theft, unauthorized release or change, as well as dangers posed by armed conflict, natural and human-made disasters, or other emergencies in accordance with NPD 1440.6G NASA Records Management. This protection will ensure continuity of operations during and after an emergency, enabling the Agency to perform emergency preparedness and national security activities. The contractor shall also preserve, maintain, and dispose of NASA records in accordance with NPR 1441.1, NASA Records Retention Schedules. The contractor shall implement and

maintain a records management program to assure all contractual requirements have been met and maintain appropriate coordination with customers, Emergency Preparedness Officers, Agency and Center records liaison offices, and records managers. The contractor shall submit a file plan in accordance with DRD- File Plan (Summary of Holdings) report.

**(End of Clause)**

### **G.13 POLICY DIRECTIVES, PROCEDURES, AND GUIDELINES**

The contract, including the statement of work, references numerous NASA Policy Directives (NPDs), NASA Procedural Requirements (NPRs) Policy Directives (PDs) and other guidelines/standards requirements. The contractor shall follow the most current version of such requirements during the performance of this contract. The Government does not anticipate most updates to these requirements to cause an increase in cost to the contractor. However, should such a change cause an increase in the price of a task order, the contractor is entitled to request an equitable adjustment. The contractor shall notify the Contracting Officer immediately, prior to incurring any such costs.

**(End of Clause)**  
**[END OF SECTION]**