SECTION G - CONTRACT ADMINISTRATION DATA

G.1 <u>LISTING OF CLAUSES INCORPORATED BY REFERENCE</u>

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE | | |
|----------|----------|----------|
| NUMBER | DATE | TITLE |
| 52.232-1 | APR 1984 | PAYMENTS |

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

| CLAUSE NUMBER | DATE | TITLE |
|------------------|-----------|---|
| 1852.227-86 | 1DEC 1987 | COMMERCIAL COMPUTER SOFTWARE LICENSING |

G.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

G.3 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

| Title | Office Code | Address (including zip code) |
|----------------|-------------|------------------------------|
| New Technology | AT | NASA, Lyndon B. Johnson |
| Representative | | Space Center |
| | | Technology Transfer and |
| | | Commercialization Office |
| | | Houston, TX 77058 |
| Patent | AL | Patent Counsel |
| Representative | | Office of Chief Counsel |
| | | NASA, Lyndon B. Johnson |
| | | Space Center |
| | | Houston, TX 77058 |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.4 NFS 1852.242-70 TECHNICAL DIRECTION (SEPT 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
 - (1) Constitutes an assignment of additional work outside the Statement of Work;

- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of the technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 days after receiving it and shall request the Contracting Officer to either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.5 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (SEPT 2007) ALTERNATE I (SEPT 2007) (DEVIATION)

(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

JSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.

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 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.
 - (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.

- X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 X (2) Office furniture.
 - \underline{X} (3) Property listed in Section C, Addendum 4, List of Installation Accountable Property and Services Table(s) 1-7.
 - (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.

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

 X (6) Safety and fire protection for Contractor personnel and facilities.
- X (7) Installation service facilities: Section C, Addendum 4 List of Installation Accountable Property and Services, page C-A4-1.

- X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- X (9) Cafeteria privileges for Contractor employees during normal operating hours.
- X (10) Building maintenance for facilities occupied by Contractor personnel.
- X (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)

G.6 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEPT 2007)

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

- (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 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.7 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (SEPT 2007) (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:

Michael Caputo NASA/JSC/JA 2101 NASA Parkway Houston, TX 77058-3696

281-483-7909 michael.caputo-1@nasa.gov

(End of clause)

G.8 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (SEPT 2007) (DEVIATION)

(a) For performance of work under this contract, the Government will make available Government property identified below or in, Section C, Addendum 4 – List of Installation Accountable Property and Services, Table 8 – GFE / Alternate Location, of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property 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, 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.

| Item | Acquisition | Acquisition | Quantity | If equipment | | |
|---------------------|-------------|-------------|----------|--------------|-------|--------|
| Description | Date | Cost | | | | |
| See Section C | | | | Manufacturer | Model | Serial |
| Addendum 4 – List | | | | | | Number |
| of Installation | | | | | | |
| Accountable | | | | | | |
| Property and | | | | | | |
| Services, Table 8 – | | | | | | |
| GFE / Alternate | | | | | | |
| Location | | | | | | |

(End of clause)

G.9 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEPT 2007) (DEVIATION)

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, 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, Facilities Maintenance Management
 - (3) J69W-01, Real Property Management
 - (4) J69W-02, Facility Space Allocation and Utilization
 - (5) JPD 4310.1, National Historic Landmark Preservation

[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)

G.10 JSC 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006)

(a) An employee of a domestic JSC Contractor or its subcontractor who is not a United States (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 3 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 (NFNMS) 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 NFNMS. 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 the JSC or WSTF any individuals who are not legally authorized to work in the U.S. 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.

The Contractor agrees to provide the information requested by the 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)

SECTION G

PROGRAM INTEGRATION AND CONTROL

G.11 JSC 52.242-92 IDENTIFICATION OF EMPLOYEES (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 and 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 and 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, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

G.12 ADVANCED AGREEMENT ON PAYMENT OF PHASE-IN PRICE

The Contractor shall be entitled to payment for the phase-in/transition period (from the date of contract award through contract start date) in the Firm-Fixed Price amount specified in Clause B.2 to be received in payments for the following milestones upon concurrence from the Contracting Officer that each milestone has been accomplished:

Milestone 1: Staffing

\$TBD

The Contractor has hired all personnel proposed as *key* personnel and all of these personnel are performing phase-in work (at the levels proposed); and at least 90% of all personnel proposed to perform all contract requirements (e.g. full time, half time, etc.) have provided written acceptance of firm job offers.

EVIDENCE: Summary report shall be provided with the invoice. Summary report shall consist of acceptance letters for the key personnel and summary of offers made and accepted by labor category for all other personnel proposed to perform all contract requirements.

Milestone 2: ISS Applications Competency

\$TBD

The Contractor has operational competency with the following ISS Applications or equivalent.

| Reference: Section C, Addendum 4 | Reference: Section C, Addendum 2 |
|----------------------------------|----------------------------------|
| 1. SAPHIRE | 9. ExCATT |
| 2. CSD | 10. BASEPLATE |
| 3. EDMS | 11. TRAM |
| 4. COSMOS | 12. STRAP |
| 5. PRACA | 13. TPS |
| 6. IRMA | 14. IEBT |
| 7. ORUDD | 15. CEBT |
| 8. SANMIS | 16. HITS |
| | 17. MODGEN |

EVIDENCE: Summary report shall be provided with the invoice. Summary report shall identify names of individuals competent with each corresponding application. A minimum of one individual shall be provided for each application. Competency is defined as training, certification, and/or equivalent experience on each system.

Milestone 3: Major Subcontracts

\$TBD

The Contractor has all major subcontracts in place and ready to perform contract requirements.

EVIDENCE: Copies of the signature page of all major subcontracts for the PI&C follow-on contract shall be submitted with the invoice.

Milestone 4: Plans and Other Data Deliverables

\$TBD

The Contractor has completed and submitted all of the following plans and other Data Deliverables for NASA review and/or approval (per Data Requirements Description [DRD]):

- 1. PIC-CM-01, Configuration Management Plan
- 2. PIC-IT-03, Information Technology (IT) Security Plan
- 3. PIC-PM-01, PI&C Management Plan
- 4. PIC-PM-03, Certification of Flight Readiness (CoFR) Plan
- 5. PIC-PR-03, Wage/Salary and Fringe Benefit
- 6. PIC-SA-01, Mission Assurance and Risk Management Plan

EVIDENCE: Government acceptance of above DRDs.

Milestone 5: Financial Report

\$TBD

The Contractor has implemented financial reporting system fully capable of accurately reporting in accordance with DRD PIC-PC-01 and submitting proper invoices for payment of completed work.

EVIDENCE: Government acceptance of DRD PIC-PC-01 deliverable.

Milestone 6: Definitization of Contract Year 1 (FY 2010) Task Orders

\$TBD

The Contractor has provided all task order plans in accordance with DRD PIC-PR-05, and complied with clause NFS1852.216-80, Task Order Procedures.

EVIDENCE: Government acceptance of DRD PIC-PR-05 and contract year 1 (FY 2010) task orders.

(End of clause)

G.13 PAYMENTS - FIXED RATE IDIQ

The Contractor is authorized to submit invoices directly to the NASA Contracting Officer. The Contracting Officer will approve and forward the approved invoice to the NASA Paying Office:

NASA Shared Services Center (NSSC)

Financial Management Division (FMD) – Accounts Payable

Bldg 111, C. Road

Stennis Space Center, MS 39529

Email: NSSC-AccountsPayable@nasa.gov (ENCRYPTED ONLY)

Fax: 866-209-5415

As prescribed in 52.232-1, Payments, the Government will pay the Contractor upon the submission of invoice approved by the Contracting Officer as follows:

(a) Direct Labor

- (1) Direct Labor is defined as the direct hours delivered which meet the labor categories specified in the contract that are
 - (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors;

- (iii) Transferred between divisions, subsidiary, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly fixed rates prescribed in the schedule by the number of direct labor hours performed.
- (3) Direct labor shall be paid for all direct labor performed on the contract that meets the labor qualifications specified in the contract authorized in each IDIQ task order. Labor hours incurred in completion of the IDIQ tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall be invoiced in accordance with rates identified in B.4, Indefinite Delivery/Indefinite Quantity (IDIQ) Orders, and fractional parts of an hour shall be payable on a prorated basis.
- (5) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer.
- (6) The Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by -
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - (iii) Other substantiation approved by the Contracting Officer.
- (7) Promptly after receipt of each substantiated invoice, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (d) of this clause, pay the invoice as approved by the Contracting Officer.
- (8) Unless the schedule prescribes otherwise, the hourly rates in the schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. Overtime rates are provided in the schedule in Clause B.4, Indefinite Delivery/Indefinite Quantity (IDIQ) Orders. Overtime work shall be approved in advance by the Contracting Officer. The premium portion of the overtime rates shall be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (9) The Contractor shall provide evidence to the Government that required Payroll taxes have been paid, semi-annually (beginning 6-months after contract award), to the Contracting Officer, or upon the request of the Contracting Officer.

- (b) Travel and Materials (Allowable and Allocable)
 - (1) The Contracting Officer will determine allowable payments for material and travel cost in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
 - (2) The Government will reimburse the Contractor for allowable cost of materials and travel provided that the Contractor:
 - (i) Obtained materials at the most advantageous prices with due regard to securing prompt delivery of satisfactory service;
 - (ii) Takes all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits;
 - (iii) Excludes profit to the Prime Contractor.
 - (iv) Cost incurred does not exceed the authorized NTE amount authorized in each IDIQ task order.
 - (v) Includes a summary of travel and material expenditures during the invoice period and cumulative to date by task order number. Detailed records shall be maintained by the Contractor.

(c) Ceiling Price

(1) The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in each IDIQ task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the IDIQ task order(s), unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance.

(d) Contractor's Invoice

(1) The Contractor shall prepare and submit invoices to the Contracting Office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of 52.232-25, Prompt Payment.

(End of clause)

G.14 TRAVEL

Domestic and International travel may be required in performance of this contract. Specific travel requirements will be identified and funded in each IDIQ task order as such need arises. The Contractor has no authority to incur travel costs without explicit written approval of the Contracting Officer. The Government shall include the applicable NTE travel amount in each IDIQ task order. Under no circumstance shall the travel cost be paid by the Government other than that authorized in writing by the Contracting Officer.

Prior to departure for Domestic and/or International travel, the Contractor shall obtain written (electronic approval acceptable) approval from the Technical Monitor Representative (TMR) and/or Contracting Officer Technical Representative (COTR) respectively, and ensure that written authorization from the Contracting Officer has been obtained.

All travel costs shall be supported with details such as arrival and departures, locations, number of trips, number of people per trip, duration of trip, and any other miscellaneous travel costs. The Contractor shall attempt to utilize the General Services Administration (GSA) travel rates found at www.gsa.gov whenever possible.

(End of clause)

G.15 RUSSIAN TRAVEL

The Contractor shall comply with Management Directive, ISSP-MD-114, Guidelines for Travel Support of ISS Program Meetings.

(End of clause)

G.16 ADMINISTRATIVE PROVISIONS RELATING TO INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY AND SERVICES

- (a) Requests for specific support to be furnished by the Government pursuant to the "Installation-Provided Government Property" clause and the "List of Installation-Accountable Government Property and Services" clause shall be made by the Contractor to the Contracting Officer in accordance with the current issue of JPG 5151, Support Contractor Handbook. The completion of forms, needed to obtain support, shall be accomplished by the Contractor.
- (b) If the Contractor requests property or services which are not available or cannot be made available from the Government to meet the Contractor's schedule needs, the requesting document will be canceled and returned to the Contractor. The Contractor will thereafter be responsible for acquiring the needed items or services.

(c) If the Contractor initiates a transfer of accountability (DD Form 1149) from the Contractor to the Government, the Contractor shall continue to account for the property in question until Contractor receives notification that the form has been signed by the JSC SEMO or his/her authorized representative. If the Contractor does not receive such notice in a reasonable time, Contractor will make inquiry through the Property Administrator as to the status of the transfer.

(End of clause)

G.17 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION

- (a) With the exception of financial information, the Government shall have unlimited rights to use and distribute to third parties any administrative or management information developed by the Contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Government expense. The Contracting Officer may, at any time during the contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any administrative or management information developed by the Contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.
- (b) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified information at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

[END OF SECTION]