

SECTION G - CONTRACT ADMINISTRATION DATA

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**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)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT

(End Of Clause)

**G.2 SUBMISSION OF VOUCHERS FOR PAYMENT  
(NFS 18-52.216-87) (DEC 1988)**

1. Public vouchers for payment of costs shall include a reference to this contract NAS15-10000 and be forwarded to:

NASA Johnson Space Center  
International Space Station (ISS) Program Office  
ATTN: BG/Contracting Officer  
Houston, TX 77058

This is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

2. The Contractor may submit cost vouchers by email every two weeks and shall prepare vouchers as follows:
  - (a) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
  - (b) Two copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment.

(c) The Contractor shall mark SF 1034A copies 1, 2, 3, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows:

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;

3. Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

NASA Johnson Space Center  
International Space Station (ISS) Program Office  
ATTN: BG/Contracting Officer  
Houston, TX 77058

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

5. The following additional invoicing procedures will be employed during the period in which the contractor is performing tasks associated with the American Recovery and Reinvestment Act (ARRA):

- (a) All requests for payment for work performed subject to the ARRA shall be submitted separately from requests for payment for any other work performed under the contract. The contractor will be allowed to submit one additional cost voucher per month to recoup ARRA costs. Performance fee vouchers shall be submitted upon the successful completion of the milestones established in clause H.62 of the contract.
- (b) All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced. CLIN #3 is being utilized for all ARRA projects under this contract.
- (c) All invoices/vouchers shall be submitted to the designated billing office identified in paragraph 1 of this clause.

(End of clause)

### **G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (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:

NEW TECHNOLOGY REPRESENTATIVE

New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA  
Johnson Space Center Houston, TX 77058

#### PATENT REPRESENTATIVE

New Tech Rep and Patent Rep HA/Technology Transfer & Commercialization Office NASA  
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. Inquires 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 TECHNICAL DIRECTION (NFS 18-52.242-70) (SEP 1993)**

1. 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 18-42.270. "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.

2. The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (a) Constitutes an assignment of additional work outside the statement of work;
- (b) Constitutes a change as defined in the changes clause;
- (c) Constitutes a basis for an increase or decrease in the total estimated contract cost, fee, or the time required for contract performance;
- (d) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (e) Interferes with the contractor's rights to perform the terms and conditions of the contract.

3. All technical direction shall be issued in writing by the COTR.

4. The Contractor shall proceed promptly with the performance of 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 2 above, the Contractor shall not proceed but shall notify

the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall 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—

(a) Rescinded in its entirety; or

(b) 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.

5. 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.

6. 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 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (AUG 2001)**

(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 been delegated to DOD) to the following address: NASA Space Station Program Office, Attn: JA/Property Administrator, Houston, TX 77058, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) 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 31. 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 31. 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 the required reports have been received by NASA. 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.6 LIST OF GOVERNMENT-FURNISHED PROPERTY  
(NFS 18-52.245-76) (OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-2 of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the destinations identified in Attachment J-2, 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.7 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY  
ON A NO-CHARGE BASIS (NFS 18-52.245-80) (MAR 1989)**

In performing this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government-owned production and research property provided to the Contractor under the contract(s) specified below and identified in the cognizant Contracting Officer's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contracts and the cognizant Contracting Officer's approval letter.

Contract No(s): NAS8-50000, NAS8-50001, NAS9-02099, NAS10-02007, NAS9-02098,  
NNJ06VA01C

(End of clause)

**G.8 USE OF GOVERNMENT FACILITIES BY SUBCONTRACTORS**

1. The following subcontractors having Government-owned facilities provided under the contracts set forth below, in effect on the date of this contract, are authorized to use such facilities on a no-charge, non-interference basis for the subcontract items listed below, and the subcontracts shall so provide:

Subcontractor: Rocketdyne  
Contract Number: NAS9-14000, NAS9-17800

Subcontractor: McDonnell Douglas  
Contract Number: NAS9-18200

2. If the Contractor enters into other subcontracts with subcontractors who have Government-owned facilities provided to them under contracts which provide that no-charge use may be authorized, the Contracting Officer may authorize the use of such facilities on a no-charge basis; provided:

(a) he determines that such use will not give the subcontractor a favored competitive position; and

(b) this contract is amended to reflect adequate consideration to the Government for the use of such facilities on a no-charge, non-interference basis. Such subcontracts shall specifically authorize the no-charge use, and require the written approval of the Contracting Officer. No additional consideration will be required, as provided in (b) above, if the Contracting Officer determines that an elimination of charge for use of such facilities will, of itself, result in an adequate decreased cost to the Government under this contract.

3. If the Government-owned facilities provided to the contractor or any subcontractor hereunder on a no-charge basis are increased or decreased or do not remain available during the performance of this contract, or if any change is made in the terms and conditions under which they are made available, such equitable adjustments as may be appropriate will be made in the terms of this contract, unless such increase or decrease was contemplated in the establishment of the price of this contract or a subcontract.

4. The Contractor agrees that he will not directly or indirectly, through overhead charges or otherwise, include in the price of this contract, or seek reimbursement under this contract for, any rental charge paid by the Contractor for the use on other contracts of the facilities referred to herein. Any subcontract hereunder which authorizes the subcontractor to use Government facilities on a no-charge basis shall contain a provision to the same effect as this paragraph 4.

(End of clause)

**G.9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(NFS 1852.245-71) (JUN 1998) (ALTERNATE I) (MAR 1989)**

(a) The Government property described in the clause at 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. (See attachment J-3) 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:

The responsibilities of the Contractor as contemplated by this clause are defined in the following property management directives and installation supplements to these directives.

- a. NPG 4200.1, NASA Equipment Management Manual
- b. NPG 4200.2, NASA Equipment Management Procedures and Guidelines for Property Custodians
- c. NPG 4300.1, NASA Personal Property Disposal Procedures and Guidelines
- d. NPG 4100.1, NASA Materials Inventory Management Manual.  
JSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.
- e. JPG 5151.2, Johnson Space Center Support Contractor Procedures and Guidelines

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'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 45.5 and 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.
- (3) 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 Supply and Equipment Management Officer.

(End of clause)

#### **G.10 REQUEST FOR WAIVER OR DEVIATION**

If the Contractor believes that the best interests of the Government would be served by the waiver of, or deviation from, any requirements of this contract, including particularly technical requirements (whether physically included in the contract or incorporated by reference), any such proposed waivers or deviations shall be submitted to the Contracting Officer and Contracting Officer's Technical Representative through the ISS Program process for submitting waivers/deviations for approval. Any such waivers or deviations, or any waivers or deviations initiated by the Government, shall be treated as changes under the "Changes" clause hereof, and equitable adjustments shall be made to the extent provided by the clause and any other related provisions of this contract.

(End of clause)

#### **G.11 CHANGE IN GOVERNMENT-PROVIDED SERVICES (JSC 52.245-98) (FEB 1991)**

If the Government fails to provide the services specified in Attachment J-3, and that failure adversely affects the Contractor's ability to perform the contract, the Contracting Officer shall, upon timely written request from the Contractor, (1) make a determination of the effect on the Contractor, and (2) equitably adjust the contract in accordance with the procedures provided in the Changes clause of this contract. Equitable adjustments made pursuant to this clause, however, shall not include adjustments in fee.

(End of clause)

**G.12 GOVERNMENT-FURNISHED MATERIALS**

The Government will furnish to the Contractor and its subcontractors the materials identified in Attachment J-2, to the extent such materials are reasonably needed for performance of the contract. The Contractor shall identify the required GFM, including quantities, their respective delivery dates and destinations, thirty (30) days in advance of need. In addition, the Contractor shall provide a paper copy of Engineering Drawings to the JSC Decal Design and Production Facility (DDPF) 30 days in advance of need to request GFM decals, placards, and labels.

(End of clause)

**G.13 RESERVED**

**G.14 Providing Facility Items (NFS 1852.245-97) (APR 1994)**

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items for the Hardware History Retrieval System (HHR) effort. The parties accordingly agree to the following:

1. "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.
2. The Government shall provide to the contractor the following facilities for use in performance of this contract:

<u>Description</u>	<u>Quantity</u>
Omega Jaz Drive	6
Dell Portable Computers	5
Cannon Printers	2
Cannon Scanners	6
Dell Spare Batteries	4
Dell Port Replicators	5

3. The contractor shall replace any of the existing facilities identified in 2. 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 not be a direct charge to the contract.
4. 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 2. above.

(End of Clause)

**G.15 Providing ISS Unique Test Equipment for the Repair and Testing of NASA Orbital Replacements Units (ORUs)**

As part of Post Production Support of the ISS, the contractor is required to repair and test Flight Orbital Replacement Units (ORUs) at various Government depots. In order to provide this repair and test support, the contractor will require test equipment, including commercial off-the-shelf hardware and general purpose hardware, which will be required to be incorporated as

components of ISS specific test sets. The contractor will obtain approval of the Contracting Officer prior to acquiring any such hardware as special test equipment. The specific test equipment, which becomes a test set for special testing purposes of flight ORUs, will remain at the Government Depots and be considered government property.

The contractor agrees that test equipment approved by the Contracting Officer for procurement under this provision, and used in the build up and configuration of an ISS unique test environment, will be used solely for the STE environment for which it was acquired. No alternative uses or allocation of the test equipment will be done without prior written consent of the contracting officer. The contractor also agrees to manage, control, and report this test equipment and maintain the test equipment in an appropriate STE environment for its preservation and control in accordance with applicable Federal Acquisition Regulations.

(End of Clause)

#### **G.16 MANAGEMENT OF POST DD 250 PROPERTY**

The parties agree that the contractor will retain accountability of ISS Government Property to be delivered to the International Space Station. This accountability will occur when assets have been transitioned from the Design, Development, Test, and Evaluation phase to Integrations & Operations (I&O) of the contract.

Property included and excluded from this clause is identified in Section J-26 of this Contract. The parties agree that Integration Prime Contractors' must report any loss, damage, or destruction of such ISS property in their possession, or in the possession of their subcontractors, to the Boeing Property Manager, as well as the delegated NASA or DOD Government Property Administrator cognizant of the Integration Prime Contractors' when the property is accountable to the NAS 15-10000 Contract. The parties agree to cooperatively communicate any such incidents or related issues to the Boeing Property Manager.

This clause does not add to or diminish the Integration Prime Contractors' rights, responsibilities, or obligations with respect to ISS property accountable to the ISS Contract (NAS 15-10000) in their possession. In addition, this clause does not relieve the Integration Prime Contractors' from any other property provisions set forth in their respective contracts.

(End of Clause)

#### **G. 17 SOCIO-ECONOMIC SUBCONTRACTING GOALS**

(a) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZones, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs). To this end the Contractor shall comply with the approved subcontract plan set forth in Attachment J-8. Changes to the plan will be authorized only by contract modification. Performance by the Contractor in exerting its best effort to operate in accordance with this plan shall be a factor in determining award fee under this contract.

(b) The contractor will be evaluated on its efforts toward achieving the percentage goals outlined in paragraph (c) below. The percentages of contractor performance for each award fee period shall be calculated based on the dollars expended to the concerns for the evaluation period as compared to Contract total actual expenditures for the evaluation period. For purposes of calculating percentage goals outlined in paragraph (c) below, Contract total expenditures shall not include expenditures to entities outside the United States or its outlying areas. The contractor

may include all lower tiered subcontractors in reporting progress toward meeting the goals set forth in paragraph (c) below. (Reference DRD F-PM-03)

(c) The contractor is expected to meet or exceed the following subcontracting goal percentages (including lower tier subcontracts):

Small Business (SB)  
Small Disadvantaged Business (SDB)  
Women-Owned Small Business (WOSB)  
Historically Black Colleges/Minority Institutions (HBCU/MI)  
Historically Underutilized Business Zones (HUBZone)  
Veteran Owned Small Business (VOSB)  
Service Disabled Vet-Owned Small Business (SDVOSB)

(b) (4)

(End of Clause)