

## SECTION G - CONTRACT ADMINISTRATION

### **G.1 LISTING OF SECTION G CLAUSES INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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NONE INCLUDED BY REFERENCE

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.227-86	COMMERCIAL COMPUTER SOFTWARE - LICENSING	DEC 1987
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES	DEC 1988
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY	JAN 2011

(End of Clause)

### **G.2 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), 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 COR 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 COR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, 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 -
- (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 COR shall be at the Contractor's risk.

(End of Clause)

**G.3 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)**

- (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.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

- (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 for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires 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 (as incorporated in this contract), 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, office equipment, work area space, and utilities. Government telephones are available for official purposes only.
- (2) Office furniture.
- (3) Property listed in Attachment J-24, *List of Government Furnished Property*.
- (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.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: None.
- (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.

(End of Clause)

**G.4 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, 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.
- (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.5 NSSC CONTRACTOR EMPLOYEE BADGING**

- (a) Contractors requesting badging of employees through NSSC shall contact their Human Resource or Security Representative who will enter the information into the government provided system, IdMAX.
- (b) Prior to first day: The applicant's identity is created in IdMAX. The applicant is then created in the Stennis Directory Services from the information in IdMAX. If enrolling prior to Entrance on Duty (EOD) date, a one-day visitor badge will be issued.
- (c) On the first day:

A ten (10) day new hire visitor badge is issued at Building 3101 or 7101 based on email sent by NASA Office of Human Capital (OHC) or Sponsor Company, if not previously enrolled. During the ten (10) day duration, an investigation is submitted if needed.

- (d) If a badge applicant reports on EOD and has not performed the enrollment process, the applicant is enrolled and issued a 30-day proxy local badge. The new hire will be given notification to appear at Building 8000 for enrollment.
- (e) Once issued, a Personal Identification Verification (PIV) badge will not be renewed prior to 45 days of the expiration unless lost, stolen, or damaged.

(End of Clause)

**G.6 MSFC 52.204-90 MARSHALL SPACE FLIGHT CENTER CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (SEP 2013)**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF). Contractor requests for badging of employees shall be submitted electronically through NASA's Agency-wide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Representative (COR) or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.
- (b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

- (c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 180-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.
- (d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.
- (e) Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

#### **G.7 SUBMISSION OF INVOICES FOR PAYMENT**

- (a) The Contractor shall submit an original invoice or electronic invoice (preferred format) to the address below:

Original invoices shall be submitted to:  
NASA Shared Services Center (NSSC)  
Financial Management Division (FMD)-Accounts Payable  
Building 1111, C. Road  
Stennis Space Center, MS. 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
(Electronic submission preferred)  
Fax: (866) 209-5415

This is the designated billing office for the purpose of the Prompt Payment clause of the contract. Invoices will be processed in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

- (b) The invoice must include:
  - Name and address of the Contractor;
  - Invoice date and number;
  - Contract number, contract line item number and, if applicable, the order number;

- Description, quantity, unit of measure, unit price, labor categories, fully burdened labor rates, and extended price of the items delivered;
  - Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - Terms of any discount for prompt payment offered;
  - Name and address of official to whom payment is to be sent;
  - Name, title, and phone number of person to notify in event of defective invoice; and
  - Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (c) EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, if the Contractor has already submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., FAR 52.232-33, *Payment by Electronic Funds Transfer-System for Award Management*).
- (d) For Transactional fixed rate services, the Contractor shall invoice each transaction processed at the Band 2 transaction rate for the entire fiscal year, even if the actual utilization moves into Band 1 or Band 3. ODCs are to be invoiced against their appropriate WBS as the cost is incurred. At the end of the fiscal year, the Band that utilization finishes in determines the price per transaction for all transactions that fiscal year. Up or down adjustments will be made through contract modification. See Attachment J-31 *Example of Actual Utilization Adjustment*. Invoices shall be submitted monthly.
- (e) For Level of Effort (LoE) services, the Contractor shall invoice for the labor categories, hourly labor rates and hours incurred. ODCs are to be invoiced against their appropriate WBS as the cost is incurred. Invoices shall be submitted monthly.

(End of Clause)

[END OF SECTION]