

SECTION G

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None Included by Reference

II. NASA FAR Supplement (NFS) (48 CFR Chapter 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.227-86	<i>Commercial Computer Software-Licensing</i>	(DEC 1987)
1852.242-70	<i>Technical Direction</i>	(SEP 1993)
1852.242-73	<i>NASA Contractor Financial Management Reporting</i>	(NOV 2004)
1852.245-70	<i>Contractor Requests for Government Provided Equipment</i>	(JAN 2011)
1852.245-78	<i>Physical Inventory of Capital Personal Property</i>	(JAN 2011)
1852.245-82	<i>Occupancy Management Requirements</i>	(JAN 2011)

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) For interim cost voucher submission the vendor shall use the “Cost Voucher” document type in WAWF. The Activity address codes to be populated

in WAWF for submission of vouchers under this contract are (*extension fields will not be populated*):

- a. Paying Office Activity Address Code: 803112 (NSSC)
- b. Admin Office Activity Address Code: 804146
- c. Ship To Code: 804167
- d. DCAA DoD Activity Address Code: <<CO Fill-in, based on contractor's cognizant DCAA office: <http://www.dcaa.mil/conus.html>>>
- e. If submitting "Final Cost Voucher", add Service Approver DODAAC: 804146

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov
 Mailing address: NSSC - FMD Accounts Payable
 Bldg. 1111, C Road
 Stennis Space Center, MS 39529
 Fax Number: 1-866-209-5415

(c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the *Prompt Payment* clause of this contract.

(e) 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.

(f) Cost and fee vouchers shall be submitted separately.

(End of clause)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (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:

NASA/George C. Marshall Space Flight Center
Attn: ZP30/New Technology Representative
Marshall Space Flight Center, AL 35812

Patent Representative:

NASA/ George C. Marshall Space Flight Center
Attn: LS01/Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812

(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 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (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*;

User Responsibilities:

The Contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) Installation Accountable Government Property (IAGP) under his/her custody and control. Individual shall be responsible for the following: (1) ensuring IAGP is used only in the pursuit of approved programs, or as otherwise authorized; (2) updating record locations in NPROP or notifying cognizant Property Custodian, of all equipment location changes; (3) ensuring that any lost, missing or damaged IAGP is officially reported to his/her supervisor, the appropriate Property Custodian, and the Protective Services Department; (4) notifying Property Custodian of IAGP not being actively used; (5) ensuring that IAGP is turned into the Property Disposal Officer through NPROP or the Property Custodian when no longer needed; under no circumstances will the Contractor dispose of IAGP, whether tagged or untagged; and (6) notifying the Contracting Officer, cognizant Property Custodian, and the Center's Supply and Equipment Officer (SEMO) upon termination of employment.

Contractor Acquired Property Onsite:

Initiate transfer of accountability by submitting a MSFC Form 4554, *Transfer and Shipping Document* (or equivalent DD Form 1149), accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall reference both the Contractor's Subcontract/Purchase Order number and the Government contract number on the Form 4554. For purchases of supplies and materials, this document shall be submitted within 30 calendar days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, the Form 4554 (or equivalent DD Form 1149) shall be submitted within 15 working days after acceptance of each item of equipment by the Contractor.

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, work area space, and utilities. Government telephones are available for official purposes only. See Attachment J-9 Part B for approximate office space square footage.

(2) Office furniture.

(3) Property listed in Attachment J-9 Part A

(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.
- X (6) Safety and fire protection for Contractor personnel and facilities.
- ___ (7) Installation service facilities: None.
- 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.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance this clause, the instructions on the form and NFS 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 NFS subpart 1845.71 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 paragraph (b)(1) through (3) of this clause.

(End of Clause)

**G.6 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT
TERMINATION CLEARANCE (MSFC 52.204-90) (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). 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 on-site 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 processes out using the electronic NASA Integrated Service Management (NISM) system and turns 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 NISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

[END OF SECTION]