

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.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
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-15	MAR 2009	WHISTLEBLOWER PROTECTIONS UNDER THE ARRA OF 2009 (Applicable to Schedule 3/CLIN 3 only)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-11	MAR 2009	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (Applicable to Schedule 3/CLIN 3 only)
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	MAR 2009	AUDIT AND RECORDS -- NEGOTIATION ALTERNATE I (Applicable to Schedule 3/CLIN 3 only)
52.215-9	OCT 1997	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-12	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES (ALTERNATE I) (OCT 1997)
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES

52.215-21	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS
52.216-8	MAR 1997	FIXED FEE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert 7 th in Paragraph (a)(3).
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2013	SMALL BUSINESS SUBCONTRACTING PLAN (Alternate II) (October 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.225-8	FEB 2000	DUTY-FREE ENTRY
52.225-13	OCT 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL (ALTERNATE II) (JUN 1987) As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL (ALTERNATE III) (JUN 1987) As modified by 18-52227-14 NASA FAR Supplement (OCT 1995)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL (ALTERNATE V) (JUN 1987) As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAR 1994	PROMPT PAYMENT

Voucher payments will be made as follows:
Cost vouchers within 7 days thru 9/30/2015
Fee vouchers within 30 days

52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE 1) (MAR 2005) In paragraph (e) insert the following items: 1. All subcontracting actions with Spacehab 2. All subcontracting actions with Invocon 3. Any subcontract or contract modification over \$10M in value where consent was not provided at the time of Mod 1547 unless an exception at 15.403-1(b), "Exceptions to cost or pricing data requirements" applies.
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	AUG 2009	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR- HOUR CONTRACTS)
52.245-18	FEB 1993	SPECIAL TEST EQUIPMENT
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-24	APR 1984	LIMITATION OF LIABILITY-HIGH VALUE ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JAN 1997	PREFERENCE FOR U.S. -FLAG AIR CARRIERS
52.247-64	JUN 2000	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (ALTERNATE I) (APR 1984)
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTRAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	JUL 2002	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS

1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-77	MAY 1999	NASA MENTOR-PROTEGE PROGRAM
1852.219-79	MAR 1999	MENTOR REQUIREMENTS AND EVALUATION
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
18-52.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE LICENSING
18-52.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
18-52.235-70	NOV 1992	CENTER FOR AEROSPACE INFORMATION
18-52.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUNE 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUNE 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End Of Clause)

I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the JSC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____ <http://www.arnet.gov/far/> _____

_____ <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm> _____

(End of clause)

I.4 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$31,109,075 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connecting with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified

above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or any employing additional personnel.

(End of clause)

I.5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA(FAR 52.223-3) (NOV 1991) ALTERNATE I (NOV 1991)

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract. The material and identification numbers are identified in Attachment J-13, List of Hazardous Material.
- (c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No., 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the

obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No., 313, for all hazardous materials identified in paragraph b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to mail MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

I.6 DUTY-FREE ENTRY SUPPLIES
(NFS 18-52.225-73) (DEC 1988)

In accordance with the Duty-Free Entry clause of this contract, the following supplies will be given duty-free entry:

Product Group	Item Description	Part Number(s)
Boeing-Huntsville	PC Board	3000212-002, 3000214-003, 3000038-002, 3000128-002, 3000125-002, 3000140-002, 3000087-001
Boeing-Huntsville	Casting	3000096-301
Boeing-Huntsville	Die	3000096-101

Boeing-Huntsville	Tooling	3000096-101
Boeing-Huntsville	F/O Splitters	2000011-101, 2000015-101, 2000015-103, 2000015-104
Boeing-Huntsville	QCI Samples	2000011-101, 2000023-101, 2000049-101, 2000015-103
Boeing-Huntsville	F/O Combiners	2000023-101, 2000049-101
McDonnell Douglas	FHRC Hoses	5843393-501

(End of clause)

I.7 RIGHTS TO PROPOSAL DATA (Technical)
(FAR 52.227-23) (JUN 1987)

Except for data contained on pages NONE, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated October 10, 1994, upon which this contract is based.

(End of clause)

I.8 CHANGES-- COST-REIMBURSEMENT (DEVIATION)
(FAR 52.243-2) (AUG 1987) ALTERNATE V (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications, or other technical descriptions of the work to be performed.
- (2) Method of shipment or packing
- (3) Place of inspection, delivery, or acceptance.
- (4) Completion dates or delivery dates as a result of stretchout or acceleration of development, test, production, or delivery of deliverable items of hardware or software and services necessary to the delivery and flight of such items of hardware and software.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule or both, (2) amount of any fixed fee and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 90 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed:

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

I.9 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer" as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)" as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to be designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change.
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.
- (3) The identification of any documents and the substance of any oral communication involved in such conduct.
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause including--
 - (i) What contract line items have been or may be affected by the alleged change.
 - (ii) What labor or materials or both have been or may be added, deleted or wasted by the alleged change:
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change:
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated, and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance.

(2) Countermand any communication regarded as a change.

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance, or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) in such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs, or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above. NOTE: The phrases "contract price" and "cost" wherever they appear in the clause may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Donna Blackshear-Reynolds, 2101 NASA Parkway, Houston, Texas, 77058, phone (281) 483-2874, facsimile (281) 244-2254, e-mail donna.m.blackshear-reynolds@nasa.gov or Lee Norbraten, 2101 NASA Parkway, Houston, Texas, 77058, phone (281) 483-1973, facsimile (281) 483-4707, e-mail g.l.norbraten@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskaskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

**I.11 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75)
(MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

**I.12 POTENTIALLY HAZARDOUS ITEMS (DEVIATION)
(NFS 18-52.223-72) (DEC 1988)**

(a) The Contractor shall furnish complete design information and drawings showing all details of construction, including materials, for the items or components listed in Attachment J-13. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. The contractor shall inform such employees or subcontractors of the potentially hazardous nature of these items for components before requesting or directing the performance of work.

(b) This requirement for the delivery of data supersedes any terms of this contract permitting withholding of data.

- (c) The Contractor shall include this clause, including this paragraph c., in each subcontract at any tier under this contract that call for the manufacture or handling of the items or components designated according to paragraph a. above as potentially hazardous, except for the M. V. Khrunichev State Research and Space Center subcontract for the FGB. Notwithstanding this deviation, Boeing's responsibility for providing the data required by this clause remains unchanged.

(End of Clause)

I.13 SPACE HARDWARE REPORTING (NFS 18-52.245-78) (MAR 1989)

In accordance with the Financial Reporting of Government-Owned/Contractor-Held Property clause of this contract, the reporting of certain specified items of space hardware is required on a NASA Form 1018, Report of Government-Owned/Contractor-Held Property. The reporting of space hardware is in addition to the requirements of other property reporting on the form. At present, the items of space hardware to be reported are the following: **See NASA FAR Supplement 18-45.7101-1(i)**. The Contracting Officer shall update this list prior to June 1 of each year to be applicable beginning with the next reporting period.

(End of clause)

I.14 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (NFS 1852.225-71) (FEB 2012)

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

[END OF SECTION]