

SECTION I- CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

52.202-1 Definitions (JUL 2004)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (JUL 1995)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)

52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

52.204-7 Central Contractor Registration (JUL 2006)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

52.211-5 Material Requirements.(AUG 2000)

52.211-15 Defense Priority and Allocation Requests (SEPT 1990)

52.215-2 Audit and Records- Negotiation (JUNE 1999)

52.215-8 Order of Precedence-Uniform Contract Format (OCT 1997)

52.215-14 Integrity of Unit Prices (OCT 1997)

52.219-4 Notice of Price Evaluation Preference for HUB Zone Small Business Concerns (JUL 2005)

52.219-8 Utilization of Small Business Concerns (MAY 2004)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-3 Convict Labor (JUN 2003)

52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2006)

52.222-20 Walsh-Healey Public Contracts Act (DEC 1996)

- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)**
- 52.222-26 Equal Opportunity (APR 2002)**
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)**
- 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) – Alternate I (JUL 1995)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)**
- 52.225-3 Buy American Act- Free Trade Agreements- Israeli Trade Act (JAN 2006)**
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)**
- 52.225-15 Sanctioned European Union Country Services (FEB 2000)**
- 52.227-1 Authorization and Consent (JUL 1995)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)**
- 52.229-3 Federal, State, and Local Taxes (APR 2003)**
- 52.232-1 Payments (APR 1984)**
- 52.232-8 Discounts for Prompt Payment (FEB 2002)**
- 52.232-11 Extras (APR 1984)**
- 52.232-17 Interest (JUN 1996)**
- 52.232-23 Assignment of Claims (JAN 1986)**
- 52.232-25 Prompt payment (OCT 2003)**
- 52.232-34 Payment by Electronic Funds Transfer –Other than Central Contractor Registration (MAY 1999)**

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by 15 days prior to submission of first invoice. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

52.233-1 Disputes (JUL 2002) - Alternate I (DEC 1991)

52.233-3 Protest after Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.242-12 Report of Shipment (JUNE 2003)

52.242-13 Bankruptcy (JUL 1995)

52.243-1 Changes - Fixed-Price (AUG 1987)

52.244-2 Subcontracts (AUG 1998) Alternate I (Jan 2006)

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: To Be Determined

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: To Be Determined

52.245-2 Government Property- Fixed Price Contracts (MAY 2004) Alternate I (APRIL 1984)

52.246-23 Limitation of Liability (FEB 1997)

52.247-63 Preference for U.S. Flag Air Carriers (JUNE 2003)

52.247-63- Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)

52.248-1 Value Engineering (FEB 2000)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

1852.219-76 NASA 8 Percent Goal (JUL 1997)

1852.237-73 Release of Sensitive Information (JUNE 2005)

END OF CLAUSES INCORPORATED BY REFERENCE

I.2 52.209-1 Qualification Requirements (FEB 1995)

(a) *Definition.* Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

NASA Johnson Space Center
Attn: Todd Hinkel/ EP5
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0251

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has (c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name [To Be Determined]

Manufacturer's Name [TBD]

Source's Name [TBD]

Item Name [TBD]

Service Identification [TBD]

Test Number [TBD] (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

I.3 52.244-6 Subcontracts for Commercial Items (SEP 2006)

(a) Definitions. As used in this clause--

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.4 52.252-2 Clauses Incorporated by Reference (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): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.5 1852.215-84 Ombudsman (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award 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:

Lucy V. Kranz
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-0490
FAX: 281-483-2200
Mail code: AC
E-mail: lucy.v.kranz@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.balinskas@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.

(End of clause)

End of Section