

**I.1 FAR 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. The full text of a clause may be accessed electronically at these addresses:

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

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

**A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON CONTRACTOR 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	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE CONTRACTOR'S INTEREST WHEN CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACTOR FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	CONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	CONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-2	OCT 1997	CANCELLATION UNDER MULTI-YEAR CONTRACTS
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES

52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON CONTRACTING
52.222-1	FEB 1997	NOTICE TO THE CONTRACTOR OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS: Insert: Fill-in paragraph (a)“TBD”
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACTOR WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	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	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
52.222-41	JUL 2005	SERVICE CONTRACTOR ACT OF 1965, AS AMENDED
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALTERNATE I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	AUG 2006	RESTRICTIONS ON CONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL - ALTERNATE II (JUN 1987) and ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA - SPECIAL WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.232-22	APR 1984	LIMITATION OF FUNDS: Insert: Substitute paragraph (c) “80 percent” for “75 percent”

52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT -- ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
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)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACTOR CLAIM
52.237-2	APR 1984	PROTECTION OF CONTRACTOR BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE -- fill-in \$1,000,000 per occurrence / \$3,000,000 aggregate per year
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
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
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	CONTRACTOR - ALTERNATE I (JAN 2006)
52.244-5	DEC 1996	COMPETITION IN CONTRACTING
52.244-6	MAR 2007	CONTRACTOR FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	CONTRACTOR PROPERTY
52-245-2	JUN 2007	CONTRACTOR PROPERTY (INSTALLATION OPERATION SERVICES)
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS: Insert: Fill-in paragraph (a) "NASA Kennedy Space Center"; paragraph (b) "TBD"; MESC Administrative Contracting Officer, "Mail Stop: OP-OS, Kennedy Space Center, FL 32899"
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	CONTRACTOR SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
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
1852.227-11	--	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)
1852.227-14	--	RIGHTS IN DATA – GENERAL
1852.227-17	--	RIGHTS IN DATA - SPECIAL WORKS
1852.227-19	--	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

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

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

(End of clause)

**I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer (ACO) within 25 days.

(2) The Contractor shall also notify IHA within 25 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide IHA or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all lower tier Contracts under this Contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### **I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The contractor may extend the term of this Contract by written notice to the Contractor within 30 days; provided that the contractor gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the contractor to an extension.
- (b) In accordance with NFS 1817.207-70 (b) (1), the contractor will perform an analysis to determine whether exercise of the option is in the contractor's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition the other factors contained in FAR 17.207(e), the determination to exercise the option will consider, but is not limited to, the Contractor's performance in satisfying contractor requirements, for example, receiving positive performance ratings and the Contractor's level of success.
- (c) If the contractor exercises this option, the extended Contract shall be considered to include this option clause.
- (d) The contractor may exercise one or more of the options specified in the Contract consecutively or concurrently if it is deemed in the best interest of the contractor.
- (e) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

(End of clause)

#### **I.5 FAR 52.219-28 Post-Award Small Business Program Re-representation (June 2007)**

(a) *Definitions.* As used in this clause—

*Long-term Contract* means a Contract of more than five years in duration, including options. However, the term does not include contractors that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this Contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the Contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the Contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the Contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the Contract.

(3) For long-term contractors—

(i) Within 60 to 120 days prior to the end of the fifth year of the Contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the Contract for any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contractor..

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contractor other than a construction or service contractor, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify IHA by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this Contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this Contract, the Contractor is required to complete the following re-representation and submit it to the contractor, along with the Contract number and the date on which the re-representation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ assigned to Contract number \_\_\_\_\_. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

## **I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service contractor Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contractor and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. §5341 or 5332.

*This Statement is for Information Only. It is not a Wage Determination.*

**Employee Class Monetary****Wage—Fringe Benefits**See Section J, Attachment J-16

(End of clause)

**I.7 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this Contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this Contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this Contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the Contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Contractor shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the Contract.

(d) This clause, including this paragraph (d), shall be inserted in all Contracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

**I.8 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)**

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

Post consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a

part of the broader category of recovered material.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall -

(1) Estimate the percentage of the total recovered material used in Contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to IHA.

(End of clause)

#### **I.9 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydro chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. §7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of clause)

#### **I.10 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement Contract; and

(2) By a first-tier Contractor under a cost-reimbursement contractor there under.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-

site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

IHA

TBD

Kennedy Space Center, Fl 32899

(End of clause)

#### **I.11 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

Performance under this Contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret Clearance. See Federal Acquisition Regulation clause 52.204-2 in this Contract.

(End of clause)

**I.12 Reserved**

**I.13 Reserved**

#### **I.14 DRUG AND ALCOHOL FREE WORKFORCE (1852.223-74) (MAR 1996) (DEVIATION)**

(a) **Definitions.** As used in this clause the terms "**employee**," "**controlled substance**," "**employee in a sensitive position**," and "**use, in violation of applicable law or Federal regulation, of alcohol**" are as defined in 48 CFR 1823.570-2.

(b)(1) IF Directed by the IHA Director of Contracts and Procurement, the Contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for pre-employment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of Contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other Contractors or organizations.

(2) In determining which positions to designate as "sensitive," the Contractor will use the NASA Procedural Requirements (NPR) 3792.1B (July 29, 2006), Appendices A and B on "Testing Designated Positions" (TDPs) for federal employees, as a guide for the criteria and in designating "sensitive" positions for Contractor employees.

(3) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.

(4) The Contractor's program shall test for the use of phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. The Contractor's program may test for the use of other

controlled substances. For example, the Contractor may adopt and implement a more expansive drug- and alcohol-free workplace policy and testing program permitted under federal or state law (e.g., Florida Statutes §§ 440.101 *et seq.*) or other authority.

(5) The Contractor shall employ post-accident testing for all employees in sensitive positions performing work on a NASA facility for phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. Post-accident testing shall be conducted when the contractor determines the employee's actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed \$10,000.

(6) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.

(c)(1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.

(3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

(i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;

(ii) Following such determination, the individual refuses to undertake such a rehabilitation program;

(iii) Following such determination, the individual fails to complete such a rehabilitation program; or

(iv) The individual used a controlled substance or alcohol while on duty.

(d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.

(e) The requirements of this clause shall take precedence over any state or local laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.

(f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all Contracts in which work is performed by an employee in a sensitive position, except Contracts for commercial items (see FAR Parts 2 and 12).

(End of clause)

**I.15 DFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)**

a) The Contractor shall obtain base identification and vehicle passes for all Contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or Contractor-furnished, Contractor identification badges while visiting or performing work on the installation.

(b) The Contractor shall submit a written request on company letterhead to the Contracting Officer listing the following: contract number, location of work site, start and stop dates, and names of employees and Contractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting Officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized Contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and other information as determined by the 45 Space Wing to obtain a vehicle pass. (c) During performance of the Contract, the Contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this Contract requires unescorted entry to controlled or restricted areas, the Contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the Contract or expiration of the identification passes, the contractor shall ensure that all base identification passes issued to employees and lower tier Contractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

[END OF SECTION]