

NASA KEMCON FLOWDOWN CLAUSES
For Contract Action Greater Than \$250,000
Section I

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

Clause(s) at the beginning of this Section are 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 Subcontractor 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.

The following FAR Clauses are hereby incorporated by reference: (Any clauses not applicable by type of contract shall be self-deleting)

<http://farsite.hill.af.mil/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Sep 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC2007) NASA Office of the Inspector General http://oig.nasa.gov/hotline.html .
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52-204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
52-204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE- DELIVERY CONTRACTS (JAN 2014)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (AUG 2008)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT. (JUN 2013)
52.216-8	FIXED FEE (JUN 2011)
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (A) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work
52.222-3	CONVICT LABOR (JUN 2003)
52.222-17	NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS PRICE ADJUSTMENT (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) – ALTERNATE I (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.225-1 BUY AMERICAN ACT – SUPPLIES. (FEB 2009)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007)
(J) Communications. Communications and information submissions required by this clause will be made to the individuals identified in the clause at 1852.227-72, designation of new technology representative and patent representative.
- 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007)
- 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) - ALTERNATE II
Limited Rights Notice (Dec 2007) (a) these data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:
- (1) Use (except for manufacture) by support service contractors.
 - (2) Evaluation by non-Governmental evaluators.
 - (3) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
 - (4) Emergency repair or overhaul work.
 - (5) Release to a foreign Government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or emergency repair or overhaul by such Government.
- ALTERNATE III (DEC 2007)
Restricted Rights Notice (Dec 2007)
- (a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (May 2014)
- 52.232-25 PROMPT PAYMENT ALTERNATE I (JUL 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (JUL 2013)
- 52.233-1 DISPUTES. ALTERNATE I (MAY 2014)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
52.237-3	CONTINUITY OF SERVICES. (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES – COST-REIMBURSEMENT (AUG 1987) – ALTERNATE I (APR 1984)
52.244-2	SUBCONTRACTS (OCT 2010) – Alternate 1 (JUN 2007) (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: (1) For all cost reimbursable, time and material, and labor hour subcontracts with an initial award of \$150,000 or greater and modification of \$75,000 or greater. (2) Letter subcontracts and unpriced orders of any amount. (3) Ratifications of any amount (i.e., all orders issued prior to issuance of a contractual document or issued without all required approvals). (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUGUST 1996)
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (MAY 2001)
52.246-25	LIMITATION OF LIABILITY – SERVICES. (FEB 1997)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEMS VEHICLES AND RELATED SERVICES. (JAN 1991)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)

1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)
1852.204-75	SECURITY CLASSIFICATION REQUIREMENTS (SEPTEMBER 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 TBD [insert the applicable security clearance]. Section J, Attachment J – 11, DD Form 254, Contract Security Classification Specification.
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.216-89	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)
1852.227-14	RIGHTS IN DATA – GENERAL
1852.235-70	CENTER FOR AEROSPACE INFORMATION (DEC 2006)
1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
1852.243-71	SHARED SAVINGS (MAR 1997)

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

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

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 Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 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 the ACO 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 subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

The following Clauses are hereby provided in full text: (Any clauses not applicable by their terms shall be self-deleting)

I.4 FAR 52.216-18 ORDERING (OCT 1995) (CLINS 003 & 004)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the term of this contract including any extensions thereto, pursuant to Clause I.7 FAR 52.217-9, Option to Extend the term of the Contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995) (CLINS 003 & 004)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor –
 - (1) Any order for a single item in excess of \$500,000;
 - (2) Any order for a combination of items in excess of \$15 million; or
 - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) (CLINS 003 & 004)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2017 or including any extensions thereto, pursuant to Clause I.7 FAR 52.217-9, Option to Extend the term of the Contract.

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor no later than 30 days prior to the end of contract date of performance; provided that the Government 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 Government to an extension.
- (b) In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether exercise of the option is in the Government'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 contract requirements, for example, receiving positive performance ratings and the contractor's level of success.
- (c) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (d) The Government 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 Government.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5 years.

I.8 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

- (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 contracts 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 Government 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. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (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 contracts—
 - (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 date specified in the contract for exercising 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 rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation 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].

I.9 FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUNE 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

- (a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

- (b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.
- (c) The Contracting Officer will adjust the contract price or contract unit prices under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- (d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- (e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

I.10 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 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. 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 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government 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 subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.11 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

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

Postconsumer 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. Postconsumer 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 postconsumer material content; and
- (2) Submit this estimate to the KEMCON COR.

I.12 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, hydrochlorofluorocarbons.

(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).

I.13 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 subcontractor under a cost-reimbursement subcontract thereunder.

(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--

John F. Kennedy Space Center, NASA
Financial Accounting Office
Kennedy Space Center, FL 32899

I.14 NFS 1852.215-84 OMBUDSMAN (NOV 2011)

(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, whose name, address, telephone number, facsimile number, and e-mail address may be found at:

http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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.

I.15 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA.

- (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.

I.16 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."
- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I.17 KSC 1852.223-74 DRUG AND ALCOHOL FREE WORKPLACE (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) 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 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 Government 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 subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

I.18 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

All rights reserve to the Government are likewise reserve for the Buyer (IMSS).

[END OF KEMCON FLOW-DOWN CLAUSES]

