

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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**H.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
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATIONS
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

(End of clause)

**H.2 TASK ORDERING PROCEDURE (NFS1852.216-80) (ALT I) (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

- (c) Within fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
- (1) Contract number, task order number, and date of the order.
  - (2) Task ceiling price.
  - (3) Cost and hours incurred to date for each issued task.
  - (4) Costs and hours estimated to complete each issued task.
  - (5) Significant issues/problems associated with a task.
  - (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

**H.3 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77)**  
**(MAR 1989)**

- (a) Of the total price of custodial services, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated

pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**H.4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90) (SEP 1988)**

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal [*To be Input by Offeror*] \_\_\_\_\_ dated \_\_\_\_\_, by reference, with the same force and effect as if it were given in full text.

(End of clause)

**H.5 ASSOCIATE CONTRACTOR AGREEMENT FOR THE JOHNSON SPACE CENTER**

(a) The success of the Johnson Space Center is dependent on the efforts of multiple contractors. The Custodial contractor is a key participant. The other key contracts include the:

Facilities Contract	JSC Enabling Technology & Security (JETS) Contract
Logistics Operations Contract (LOC)	Outsourcing Desktop Initiative for NASA (ODIN) Contract
Grounds Contract	European Space Agency (ESA) Contract
Environmental Contract	Safety & Mission Assurance Contract
JSC Information Management & Media Services (JIMMS) Contract	Energy Savings Performance Contract (ESPC)

(b) In order to achieve efficient and effective implementation of JSC operations, the contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract

requirements. The contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit JSC with increased safety, efficiency, and productivity.

- (c) Given the unique role of this contract, and interrelations with the operation, maintenance and utilization of JSC, the contractor will engage in cooperative relationships that facilitate effective management of the overall JSC effort.
- (d) To ensure successful operation of JSC, the contractor shall establish formal guidelines to address coordination, cooperation, and communication. All program elements shall work in a coordinated fashion. Each contractor shall establish the means for the exchange of such data as needed to keep other project elements fully informed.

(End of clause)

**H.6 RECYCLING FUNDS REIMBURSEMENT**

Recyclable paper, cardboard, plastic drink containers, aluminum drink containers, newspaper, and phone books collected under this contract shall be used or sold as recyclable materials. NASA JSC benefits from the Contractor’s sale of recyclables by saving in disposal costs. Revenue generated from the sale of the recyclables by the Contractor shall be returned to NASA JSC by the Contractor in order for the Government to fund further recycling efforts.

In accordance with DRD 008 in section J, attachment B, the contractor is required to provide the Government with a report which documents the types of materials which were recycled during the month, the amount of the material, and the proceeds received from the sale. On a quarterly basis as described in the table below, the contractor shall provide the Government with a check to reimburse the Government the proceeds received from the sale of recycled materials. The check shall be made payable to NASA/JSC and should annotate that the check is for recycling revenues for JSC. The check shall be mailed to NASA Johnson Space Center, Attn: Collection Agent Mailcode LF9, 2101 NASA Parkway, Houston, TX 77058. The amount of the check shall reconcile to the DRD 008 submissions for the covered period.

<b>Period Covered</b>	<b>Reimbursement Due to the Government</b>
January thru March	April 15
April thru June	July 15
July thru September	October 15
October thru December	January 15

The contractor shall provide a courtesy copy to the Contracting Officer and the JSC Recycling Coordinator.

(End of Clause)

**H.7 CONTRACTOR CUSTODIAL LIABILITY**

Unacceptable workmanship shall be corrected at no expense to the Government.  
Damage to facilities caused by the Custodial Contractor shall be repaired at no expense to the Government.

(End of Clause)

[END OF SECTION]

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