SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996) ALTERNATE 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 **To be Specified Within Each Task Order** Issued 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) Task/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 **To be Specified Within Each Task Order Issued** 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.2 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr's Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.3 1852.243-72 EQUITABLE ADJUSTMENTS. (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause FAR 52.242-14, are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	**Profit (Percent)**	**Commission**
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit

time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.4 52.236-13 ACCIDENT PREVENTION. (NOV 1991)

H.5 1852.223-70 SAFETY AND HEALTH. (APR 2002)

H.6 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.7 1852.225-70 EXPORT LICENSES. (FEB 2000)

H.8 JSC 52.223-92 JSC HAZARDOUS MATERIALS USE. (DEC 1999)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

(5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

(6) Any explosive or any pyrotechnics.

(7) Any pesticide.

(c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.

(d) The contractor shall ensure that the proper training of its employees in the use and inherent

hazards of these materials is accomplished prior to use.

(e) The contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.

(f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.

(g) The contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(h) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

H.9 JSC 52.219-90 SMALL BUSINESS SUBCONTRACTING GOALS. (OCT 2006)

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern," "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is **25** percent. The small business percentage goal includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns	3 percent
Woman-Owned Small Business Concerns	6 percent
HUBZone Small Business Concerns	2 percent
Veteran-Owned Small Business Concern	4 percent
Service-Disabled, Veteran-Owned Small Business Concern	2 percent
HBCU's (includes other minority institutions)	0 percent

(End of clause)

H.10 PLANS AND DOCUMENTATION.

The Contractor shall be required to submit to the Contracting Officer for final approval not later than the Pre-Construction Conference documents such as the following. Each Task Order will require site specific plans such as the documents listed.

(a) *Site Specific Safety and Health Plan*

The Contractor shall submit a Site Specific Safety and Health Plan that outlines how the Contractor's Safety and Health Plan will be tailored to the activities specific to that respective Task Order. The requirements for a Site Specific Safety and Health Plan are outlined in the specifications package for the respective project.

(b) *Construction Schedule and Schedule of Values*

The Contractor shall submit a planned schedule of construction for each project and to address all standard and nonstandard scheduling issues. A Schedule of Values must also be submitted for approval.

(c) *Quality Plan*

The Contracting Officer shall require a Quality Plan to be submitted for approval. The Plan shall document the firm's approach to quality and conformance with quality requirements of the work to be performed under the respective Task Order. The requirements for a Quality Plan are outlined in the specifications package for the respective project. The Quality Plan, upon approval, will be incorporated into each Task Order awarded.

(d) *Labor Relations/Davis Bacon Compliance Data and/or Plan*

The Contractor, upon request from the Contracting Officer, will be required to submit information to the Contracting Officer in support of the Semi-Annual Labor Enforcement Report due to NASA Headquarters on April 20th and October 20th.

(End of clause)

H.11 SUBCONTRACTOR SAFETY PERFORMANCE.

The contractor shall monitor the safety performance of its subcontractors, at all tiers and ensure they are in compliance with the approved Safety and Health Plan, Attachment J.4. In addition, the prime contractor shall review the EMR rating for its subcontractors, at all tiers and require those with a rating above .99 to submit an explanation to the prime addressing any mitigating circumstances which caused their rating to exceed .99. This explanation should include any corrective action taken.

(End of Clause)