

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following clauses are the special contract requirements of this solicitation:

<u>CLAUSE</u>	<u>TITLE</u>	<u>PAGE</u>
H-1	NAVSEA 5252.202-9101 (MAY 1993)	ADDITIONAL DEFINITIONS H-2
H-2	NAVSEA 5252.227-9113 EXCHANGE PROGRAM (JUL 1995)	GOVERNMENT-INDUSTRY DATA H-2
H-3	NAVSEA 5252.232-9104 ALTERNATE I (MAY 1993)	ALLOTMENT OF FUNDS - H-3
H-4	NAVSEA 5252.245-9108 PROPERTY (PERFORMANCE)	GOVERNMENT-FURNISHED (SEP 1990) H-3
H-5	NAVSEA 5252.245-9109 PROPERTY (INCORPORATION)	GOVERNMENT-FURNISHED (SEP 1990) H-4
H-6	NAVSEA 5252.245-9111 1990)	RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (AS IS) (SEP H-4 ⁵
H-7	NAVSEA 5252.245-9115 PROPERTY (SEP 1990)	RENT-FREE USE OF GOVERNMENT H-4 ⁶
H-8	CLAIMS FOR DEFICIENT GOVERNMENT FURNISHED PROPERTY (MAY 1992)	H-5 ⁰
H-9	ESTIMATED COSTS	H-6 ⁷
H-10	DATA OR SOFTWARE DELIVERED WITH LIMITED OR RESTRICTED RIGHTS	H-6 ⁷
H-11	REQUIRED SPECIAL TEST EQUIPMENT	H-7

H-1 NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

- (a) DEPARTMENT - Means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate Sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate Sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

H-2 NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (JUL 1995)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding [REDACTED]. When so inserted, the word "Contractor" shall be changed to "Subcontractor."

H-3 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS - ALTERNATE I
(MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in SECTION B. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>EST COST</u>	<u>POTENTIAL</u>		<u>ESTIMATED</u>
		<u>BASE FEE</u>	<u>AWARD FEE</u>	
0001AA	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0004	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

H-4 NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY
(PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for [REDACTED] of this contract: Property [REDACTED]
[REDACTED]

H-5 NAVSEA 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY
(INCORPORATION) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) of this contract: Property acquired under contract N00024-96-C-5301 and (SEE ATTACHMENT 11)

H-6 NAVSEA 5252.245-9111 RENT-FREE USE OF GOVERNMENT PRODUCTION
AND RESEARCH PROPERTY (AS IS) (SEP 1990)

(a) The Contractor may use on a rent-free basis, as necessary for the performance of this contract, Government production and research property (as defined in FAR 45.301) accountable under Contract (s) :



The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use under this contract on an "as is" basis in accordance with the clause entitled "GOVERNMENT PROPERTY FURNISHED 'AS IS'" (FAR 52.245-19).

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

H-7 NAVSEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY
(SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s):

The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

H-8 CLAIMS FOR DEFICIENT GOVERNMENT FURNISHED PROPERTY
(MAY 1992)

Notwithstanding the terms of any other clause of this contract relating to Government Furnished Property, materials, components, subassemblies, assemblies, units, subsystems, or systems manufactured, assembled, and delivered by the Contractor, Hughes Missile Systems Company, or Raytheon Company to the Government under prior or concurrent Government contracts, shall be the sole responsibility of the Contractor and shall not be the subject of claims or other equitable adjustments for deficient Government Furnished Property, whether provided for incorporation or facilities use. Property delivered from Government-controlled inventory shall be inspected by the Contractor to verify condition and suitability for use, and any deficiencies reported to the Contracting Officer will not be the responsibility of the Contractor. Further, the Contractor agrees that late delivery of Government Furnished Property for incorporation and facilities use under this contract shall not be the subject of claims or other requests for equitable adjustment, if the late delivery is due to late delivery from SMCo, HMSC or RES. The Contractor expressly agrees that it is responsible for the adequacy, suitability, performance, and timely delivery of those items noted above provided by the Government under this contract. This is a mandatory flowdown special contract requirement for subcontracts with Hughes Missile Systems Company and Raytheon Company.

H-9 ESTIMATED COSTS

The [REDACTED] included in SECTION B of this contract include [REDACTED] All [REDACTED] and all [REDACTED] shall be [REDACTED] to [REDACTED] of this contract.

H-10 DATA OR SOFTWARE DELIVERED WITH LIMITED OR RESTRICTED RIGHTS

The following data or software if delivered will be delivered with limited or restricted rights:

Thiokol data:
 Multiple Pulse Gas Generator;
 Grain Configuration;
 Under Barrier Ignition;

Case-on-Propellant Manufacturing Technique for Multiple Pulse Gas Generators;
 Ultraviolet (UV) Cure Resin;
 Rhenium and Rhenium Coatings for High Temperature Erosion Resistant Compounds
 Manufacturing Process Documentation;
 Second Pulse Ignition;

Allied Signal data:

Diverter Valve Detailed Designs including the shape of the bistable amplifiers;
 Motor Design and Magnetic Program Source Code or Executables used in the Design of the Electric Motor for the TRM TVA System Actuator;
 Materials and Processes used in the Manufacture of the Laminations, Permanent Magnets, Brushes, and Commutator (Toledo Commutator);
 Design Tools Construction Technique Materials and Processes used in the Manufacture of the LVDT by Kavlico Corp.;
 Design Tools Construction Technique Materials and Processes used in the Manufacture of the Ballscrew Assembly by Thomason-Saginaw;
 Design and Data Required for the Manufacture of the PWB including Artwork and Gerber Files;
 Vendor Design Tools, Construction Techniques, Materials and Processes used in the Design and Manufacture of EEE Parts and Magnetics;
 Design Tools Used to Perform EMI Analysis;
 System Math Model Source Code;
 The Pressure Regulator that Reduces the Stored Pressurized Gas to Working Level;
 Exfoliated Graphite Seals;
 Electrical Solenoids used within Pilot Valves;

Hughes Data:

The GPS-Aided Inertial Navigation System (GAINS) data shall be delivered subject to the enclosed License Agreement.

H-11 REQUIRED SPECIAL TEST EQUIPMENT

Required Special Test Equipment included in the proposal data submitted to the Government is approved for procurement/fabrication in accordance with FAR 52-245-18.