

WI 603\_3  
Special Purchase Instructions  
Revision: B  
Owner: Linda Stutler

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**1. Purpose**

This document is established to provide purchasing Special Purchase Instructions (SPI) flow down requirements to ATK Medium Caliber Systems (MCS) suppliers. This document outlines requirements for suppliers of materials, products and services provided to ATK MCS. This document is intended to clearly communicate to the supplier the requirements they are responsible for when any of the following SPI codes are flowed down on the purchase order.

**2. Scope**

This procedure applies to ATK MCS Mesa, Arizona.

**3. Responsibilities**

The ATK Medium Caliber Systems (MCS) Buyers are responsible for the proper execution of this procedure.

**4. Special Purchase Instruction Codes and Text**

**M001 Supplier's Acceptance of Technical Requirements**

It is Supplier's responsibility to review and understand the technical requirements of this purchase order. Supplier's acceptance of this purchase order includes acceptance of the technical requirements contained herein and attached hereto.

The technical requirements include but are not limited to the following:

1. Drawings
2. Specifications
3. Gage Drawings
4. Classification of Characteristics
5. Process Control Documents
6. Quality Program Requirements
7. Quality Special Instructions
8. Acceptance Criteria
9. Minimum Sampling Plans

Supplier shall communicate in writing questions, clarifications or alterations to these technical requirements to the buyer within ten (10) working days after Supplier's receipt of this purchase order or Supplier will be deemed to have accepted the technical requirements. Supplier's Quality Control or Inspection System and Manufacturing Processes that

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insure conformance to the technical requirements of this purchase order are subject to Buyer's review, analysis and verification. Supplier shall maintain records of objective evidence of compliance with all technical requirements of this purchase order subject to buyer examination.

**M002 Process Change Management**

Supplier shall make no change(s) to processes specifically called out in this purchase order that may affect design, performance, quality, reliability, and/or interchangeability of Supplier's product without prior written approval of Buyer. At least fifteen (15) days prior to a proposed change, Supplier shall notify Buyer in writing of the proposed change(s) and submit back-up data related to the technical requirements including but not limited to any changes to the Classification of Characteristics or Process Control Documentation. Buyer has fifteen (15) working days to respond in writing to approve or disapprove the change(s). If after such time, Supplier has not received a response from Buyer, Supplier may proceed with the proposed change(s). Supplier is requested to provide ATK MCS informal notification of other changes to Supplier's processes that are not specifically controlled in the purchase order. Any costs associated with the re-qualification of Supplier's product as a result of Supplier's proposed change(s) shall be borne by Supplier.

Changes representative of those, which are subject to the change approval requirement, are any basic changes that would cause variation in the following categories:

1. Materials: Chemistry, Mechanical Properties, Physical/Dimensional Characteristics, Raw Material Sources
2. Machines: Type, Location, Jigs and Fixtures
3. Method: Procedures, Maintenance Programs, Process Parameters And Controls
4. Manpower: Experience V. Inexperience, Training Programs, Management Turnover
5. Measurement: Calibration Systems, Measurement Techniques
6. Environment: Temperature, Humidity, Vibration

Buyer's Engineering, Technical or Program Management personnel are not authorized to direct changes. Changes directed by any person other than the Buyer shall be communicated by Supplier to the Buyer immediately and must be approved in writing by Buyer prior to implementation of the change. Costs associated with changes made by Supplier without written Buyer approval shall be borne by Supplier. In

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addition, Supplier's failure to comply with this clause may result in Buyer's termination of this purchase order for cause.

**M003 Export Compliance**

The Supplier shall comply with all applicable U.S. export control laws in receiving, utilizing and/or disposing of any articles, technical data and/or services provided by the Buyer in connection with this Order, and in transferring or otherwise disposing of any articles, technical data and or services developed or produced there from by the Supplier. As provided in the terms and conditions for this Order, no technical data or other items provided by Buyer or developed or produced by the Supplier may be exported, transferred or disclosed outside the United States or to any foreign person, unless the Buyer provides written consent and the Supplier obtains all required export licenses and/or other approvals from the United States Government.

For export compliance purposes, the Supplier shall obtain approval (written or verbal) from the Buyer prior to providing to any personnel who are not U. S. Citizens.

**M004 Major Subsystems Procurements**

This clause supplements the General Terms and Conditions Clause, Government Property, of this purchase order.

The Special Tools, Special Test Equipment, Agency-Peculiar Property (APP), Facilities and/or Gages acquired through this purchase order shall become and/or remain Government Property.

The Supplier is responsible for such property in accordance with the General Terms and Conditions Clause of this order, Government Property.

Utilization of the Government Acquired Property under this order on Non-Government orders is prohibited. Also utilization of this Property on Government orders, other than those received from the Buyer, is prohibited without obtaining Government approval through the Buyer; and authorization will only be granted if utilization of the Government Property can be accomplished on a non-interference basis with orders received from the Buyer.

Supplier must immediately report to Buyer any loss or destruction of, or damage to, Property while in their possession. If sensitive arms ammunition, follow instruction M005.

All Government Property authorized for use from other purchase orders or contracts are provided on an "as is" basis subject to the following:

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Buyer and/or the Government make no warranty whatsoever with respect to the Government Property authorized for use "as is". The Supplier may repair any Government Property made available on an "as is" basis. Such repair will be at the Supplier's expense except as otherwise provided in this clause. Such Government Property may be modified at the Supplier's expense, but only with the written permission of Buyer. Any repair or modification of Government Property furnished "as is" shall not affect the title of the Government.

Every year, and at completion of this purchase order, the Supplier will supply the Buyer with a complete listing of all Special Tools, Special Test Equipment, Agency-Peculiar Property, Facilities and/or Gages acquired under this order.

Except as otherwise provided in this clause, the use and acquisition of Government Property shall be governed by the General Terms and Conditions Clause, Government Property, of this purchase order.

**M005 Safety Requirements for Ammunition and Explosives (DFAR 252.223-7002)**

By accepting of this order, Supplier hereby certifies that it and its sub tier contractors (if any) are, on the date of this order, in compliance with DOD Contractors Safety Manual for Ammunition and Explosives, DOD 4145.26-M as mandated by the DFAR clause 252.223-7002, Safety Precautions for Ammunition and Explosives; or with: NAVEAS OP 5, or AMCR385-100.

Supplier shall immediately notify Buyer in writing:

1. If, subsequent to the date of this order, Supplier or Supplier's sub tier contractors (if any) receives a "Non-Compliance" rating as a result of a Government Safety Audit (whether related to this order or not).
2. If ammunition and explosives utilized for performance of this order are handled at any location other than the location(s) Supplier identified in its offer, DFAR clause 252.223-7003, Change In Place of Performance-Ammunition and Explosives, will apply.
3. If a mishap involving Ammunition and Explosives occurred.

**M006 Shipping Instructions For Shipments Intended To Be Claimed Duty-Free**

- A. Obtain advance authorization from the Buyer prior to each shipment.
- B. All shipping documents covering the supplies to be entered Duty-Free shall show the supplies being consigned to the Contracting Agency in

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care of the Contractor (or Contracting Agency if appropriate) and shall bear the following information:

- 1) U.S. Government Prime Contract Number;
- 2) Order Number;
- 3) Identification of Carrier;
- 4) Gross Weight in Pounds;
- 5) Cubic Feet;
- 6) Estimated value In U.S. Dollars;
- 7) The Statement: "United States Department of Defense Duty-Free Entry is to be claimed pursuant to Chapter 98, Subchapter VIII, Item 9808.00.30.00/9, Harmonized Tariff Schedule of the United States.

Upon arrival of shipment at Port of Entry, District Director of Customs, kindly release the shipments under 19 CFR Parts 10.101 And 10.102 and notify: Defense Logistics Agency, Defense Contract Mgmt Command - International, Attn: DCMCI-IC (Customs Division), 201 Varick Street (Room 955), New York, New York 10014-4811, for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

C. All outside shipping containers must be consigned and marked as follows:

- 1) "Consigned To: United States Government" and the title of the Contracting Agency.  
"In Care Of: Alliant Techsystems Inc."
- 2) If there is more than one carton in a shipment, each carton should be numbered or otherwise identified and the contents identified on the packing list.
- 3) Routing and shipping shall be carried out as indicated above. In the event of any deviation, without prior approval of the Buyer, resulting in Payable Duty on the shipment, the Supplier shall make the necessary U.S. Customs Entry, and the cost thereof together with any Duty Payable shall be at the Supplier's expense.

**M007 Alliant Techsystems Owned Material, Parts or Assemblies Furnished to a Supplier**

This clause supplements the General Terms and Conditions of this purchase order. Except otherwise provided in this clause, the General Terms and Conditions clause, Buyer's Property, shall govern the use and acquisition of Property under this Purchase Order.

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The property identified herein acquired through this purchase order shall become Alliant Techsystems Inc. property and may be recalled by Alliant at its discretion without cost of penalty regardless of the existence of industry standards or terms to the contrary. Utilization of the Property under this order on non-government orders or other government orders other than those on this PO is prohibited without the specific authorization from the Buyer.

Alliant-Owned Material, Parts Or Assemblies authorized for use from previous or other purchase orders or contracts are provided on an "as is" basis and Buyer makes no warranty whatsoever with respect to this material.

Supplier must immediately report to Buyer property loss, damage or destruction to property while in their possession.

Within thirty (30) days after the completion of this Purchase Order, Supplier shall provide a final inventory of all the Furnished or Acquired Property, including scrap, to the Buyer.

Supplier is required to perform an annual material physical inventory of all Alliant-Owned Material, Parts or Assemblies supplied against this purchase order.

**M008 DD Form 250 Required**

At the time of each delivery under this purchase order, you shall prepare and furnish to the Government Representative (DD Form 250) in the manner and to the extent required by DoD FAR Supplement Appendix F, "Material Inspection And Receiving Report" for his/her signature attesting to Product Quality Assurance and/or acceptance. Immediately after sign-off, DD Form 250 shall be mailed as follows:

- (A) One copy to: Alliant Techsystems, Billing and Accounts Receivable, MN01-3070, 5050 Lincoln Drive, Edina, MN 55436-1097
- (B) One copy (within three working days from date of Government sign-off) to: DCMC Twin Cities, Alliant Techsystems, MN07-LW58, 4700 Nathan Lane N., Plymouth, MN 55442
- (C) One copy attached to each invoice.
- (D) One copy to the Buyer listed on purchase order.

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**M009 Government-Owned Material, Parts or Assemblies Furnished To (or Acquired By) A Supplier**

This clause supplements the General Terms and Conditions Clause of this purchase order. Except as otherwise provided in this clause, the General Terms and Conditions clause, Buyer's Property, shall govern the use and acquisition of Property under this Purchase Order.

The property identified herein acquired through this purchase order shall become Government Property unless identified as Alliant Techsystems Inc and may be recalled by Alliant at its discretion without cost or penalty regardless of the existence of industry standards or terms to the contrary. Utilization of the Property under this order, on non-government orders or other government orders other than those on this purchase order is prohibited without the specific authorization from the Buyer.

Government-Owned Material, Parts or Assemblies authorized for use from previous or other purchase orders or contracts are provided on an "as is" basis and Buyer makes no warranty whatsoever with respect to this material.

Supplier must immediately report to Buyer any loss, damage or destruction to Property while in their possession.

Within thirty (30) days after the completion of this Purchase Order, Supplier shall provide a final inventory of all the Furnished or Acquired Property, including scrap, to the Buyer.

Supplier is required to perform an Annual Physical Inventory of all Government-Owned Material, Parts or Assemblies supplied against this purchase order.

**M010 Furnished or Acquired Property (tooling, equipment, gages)**

This clause supplements the General Terms and Conditions of this purchase order. Except as otherwise provided in this clause, the General Terms and Conditions clause, Buyer's Property, shall govern the use and acquisition of Property under this Purchase Order.

The property identified herein acquired through this purchase order shall become Government Property unless identified as Alliant Techsystems, Inc. and may be recalled by Alliant at its discretion without cost of penalty regardless of the existence of industry standards or terms to the contrary. Utilization of the Property under this order on non-government orders or other government orders other than those on this purchase order is prohibited without the specific authorization from the Buyer.

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All Government, Alliant Techsystems, or other Customers' Property authorized for use from previous or other purchase orders or contracts are provided on an "as is" basis subject to the following:

Buyer and/or the Government/Customer make no warranty whatsoever with respect to the Government Property authorized for use "as is". The Supplier may repair any Property made available on an "as is" basis only with the written permission of the Buyer. Such repair will be at the Supplier's expense except as otherwise provided in this clause. Any repair or modification of Government Property furnished "as is" shall not affect the title of the Property.

Please review above information and take the actions indicated. By signing the "Purchase Order Acknowledgement" you are certifying that the above Property will be completed and marked according to instructions, and will meet all requirements of the subject Purchase Order.

Supplier must immediately report to Buyer any property loss, damage or destruction to, Property while in their possession.

Within thirty (30) days after the completion of this Purchase Order, Supplier shall provide a final inventory of all the Furnished or Acquired Property to the Buyer.

Supplier is required to perform an Annual Physical Inventory of all Furnished or Acquired Property accountable against this purchase order.

**M 011 "...Overseas Distribution Of Defense Subcontracts (1982 June)  
(Amended To Clarify Responsibilities Of Alliant Techsystems'  
Subcontractor**

(A) For each subcontract or modification thereof which exceeds \$25,000, where the principal place of performance is outside the United States or its territories and possessions, Alliant Techsystems' subcontractor agrees to furnish the information listed below on a quarterly basis to: Director of International Acquisition, Oasd (A&L)(P), Department of Defense, The Pentagon, Washington, D.C. 20301-3060

1. Name and address of Alliant Techsystems Subcontractor.
2. Prime contract number. (Contract number on Alliant Techsystems purchase order).
3. Name and address of overseas subcontractor.

This item is important for discussion of trade balances with other countries, but submission of this information is not mandatory.)

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4. Subcontract number (including modification number) being reported.
5. Dollar amount of this action (enclose de-commitments in parenthesis)
6. Principal place of subcontract performance.
7. Type of supply or service.

(B) The required information, if any, shall be as of the last day of the calendar year quarter and submitted within ten (10) days of the end of each quarter.

**M 012 The Subcontractor Value Engineering Incentive Clause**

(FAR 52.248-1) is hereby incorporated by reference and is applicable to this purchase order. the term "Contractor" shall mean Supplier, the term "Contract" shall mean this purchase order, and the terms "Government" and "Ordering Officer" shall mean buyer, except such terms shall not change meanings:

- (1) when a right, act, authorization or obligation can be granted or performed only by the government, the contracting officer or his/her duly authorized representative; or
- (2) when title to property is to be transferred directly to the government.

Value engineering is the formal technique by which contractors may voluntarily suggest methods for performing more economically and share in any resulting savings. Value engineering attempts to eliminate, without impairing essential functions or characteristics, anything that increases acquisition, operation, or support costs. For more information, please refer to FAR Value Engineering clause 52.248-1.

**M 013 "FAR 52.215-12 and 52.215-13 Subcontractor Cost or Pricing Data and Subcontractor Cost or Pricing Data Modifications is hereby incorporated within this order**

**M 014 "Executive Order 13201 Compliance:**

For union operated facilities, the contractor agrees to comply with the provisions of 29 CFR PART 470."

**M 015 "Vendor shall note on Bill(s) of Lading or shipping documents to consignee that "Upon receipt of the material furnished for use in connection with this Purchase Order**

Please forward to Alliant Techsystems, Inc., 3309 N. Reseda Circle, Mesa, Arizona 85215-9797, Attention: Purchasing Department, a copy of

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your ""Receiving Document"" or other verification of receipt. This verification should reflect Alliant Techsystems Purchase Order number.

Until Alliant Techsystems has received the consignee's receiving document, payment will be withheld from the supplier.

**M 016 "Notification of Transportation of Supplies by Sea. (DFAR 252.247-7024)**

- (A) The supplier has indicated by the response to the solicitation provision, notification of international transportation of supplies by sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the supplier learns that supplies, as defined in the transportation of supplies by sea clause of this contract, will be transported by sea, the supplier:
- (1) Shall notify the buyer of that fact and hereby agrees to comply with all the terms and conditions of the transportation of supplies by sea DFAR Clause 252.247-7023.
- (B) The supplier shall include this clause, including this paragraph revised as necessary to reflect the relationship of the contracting parties-
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
  - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
    - (i) Non commercial items; or
    - (ii) Commercial items that-
      - (a) the supplier is reselling or distributing to the government without adding value (generally, the supplier does not add value to items that it subcontracts for f.o.b. destination shipment);
      - (b) are shipped in direct support of U.S.. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (c) are commissary or exchange cargoes transported outside of the defense transportation system in accordance with 10 U.S.C. 2643.

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**M 017 "Shipping Instructions For Shipments Intended To Be Claimed Duty-Free:**

1. All shipping documents shall show the supplies being consigned to the "United States Government" in care of Alliant Techsystems Inc and shall bear the following information:
  - a) U.S. Government Prime Contract number;
  - b) Order number;
  - c) Identification of carrier;
  - d) Gross weight in pounds;
  - e) Cubic feet;
  - f) Estimated value in U.S. Dollars;
  - g) The statement: ""United States Department of Defense Duty-Free entry is to be claimed pursuant to Chapter 98, Subchapter VIII, Item 9808.00.30.00/9, Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, District Director of Customs, kindly release the shipments under 19 CFR Part 142 and notify: Defense Logistics Agency, Defense Contract Mgmt Command-International, Attn: DCMCI-IC (Customs Division), 201 Varick Street (Room 955), New York, New York 10014-4811, for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.
2. All outside shipping containers must be consigned and marked as follows:

Consigned to: United States Government and the title of the Contract Agency. ""In care of: Alliant Techsystems Inc.""
3. If there is more than one carton in a shipment, each carton should be numbered or otherwise identified and the contents identified on the packing list.
4. In the event of any deviation, from above instructions, without prior approval of the buyer, resulting in payable duty on the shipment, the Supplier shall make necessary U.S. customs entry arrangements, and the cost thereof together with any duty payable shall be at the Supplier's expense.

**M 018 "FAR Clause 52.232-16, Progress Payments and its Alternates I, II & III and DFAR Clause 252.232-7004**

DOD Progress payment rates (Oct 2001), are hereby incorporated by reference and are applicable to this purchase order. The term "Contractor" shall mean Supplier, the term ""Contract"" shall mean this purchase order,

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and the terms ""Government"" and ""Contracting Officer"" shall mean buyer, except such terms shall not change meanings:

1. when a right, act, authorization or obligation can be granted or performed only by the government, the contracting officer or his/her duly authorized representative; or
2. when title to property is to be transferred directly to the government. Progress payment rates per business classification are:
  - a) Large Business: 80% of the Supplier's total costs incurred under this purchase order
  - b) Small Business concerns: 90% of the Supplier's total costs incurred under this purchase order
  - c) Small Disadvantaged Business: 95% of the Supplier's total costs incurred under this purchase order
  - d) Liquidation of progress payments will be at the same respective rates.

**M 019 "Domestic Specialty Metals - DFAR 252.225.7014 as prescribed in 225.7002-3(b)(1)**

Use the following clause:

Preference for domestic specialty metals (JUN 2005)

1. Definitions. As used in this clause-

- A. ""Qualifying country"" means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- B. ""Specialty metals"" means-
  - (1) Steel-
    - a. With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
    - b. Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
  - (2) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;
  - (3) Titanium and titanium alloys; or
  - (4) Zirconium and zirconium base alloys.

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C. Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States or its outlying areas.

- (1) This clause does not apply to specialty metals
- (2) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
- (3) Purchased by a subcontractor at any tier. Alternate I (APR 2003)

As prescribed in 225.7002-3(b) (2), substitute the following paragraph (c) for paragraph (c) of the basic clause, and add the following paragraph (d) to the basic clause:

- (c) This clause does not apply to specialty metals melted in a qualifying country or incorporated in an article manufactured in a qualifying country.
- (d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing specialty metals.

**M 020 "225.872-1 Qualifying Country**

(a) As a result of memoranda of understanding and other international agreements, DoD has determined it inconsistent with the public interest to apply restrictions of the Buy American Act or the balance of payments program to the acquisition of qualifying country end products from the following qualifying countries:

Australia	Luxembourg
Belgium	Netherlands
Canada	Norway
Denmark	Portugal
Egypt	Spain
Federal Republic of Germany	Sweden
France	Switzerland
Greece	Turkey
Israel	Italy
United Kingdom of Great Britain and Northern Ireland	

(b) Individual acquisitions of qualifying country end products from the following qualifying countries may, on a purchase-by-purchase basis (see 225.872-4), be exempted from application of the Buy American

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Act and the balance of payments program as inconsistent with the public interest:

Austria

Finland

- (c) The determination in paragraph (a) of this subsection does not limit the authority of the secretary concerned to restrict acquisitions to domestic sources or reject an otherwise acceptable offer from a qualifying country source when considered necessary for national defense reasons.

**M 021 Order of Precedence**

In the event of any inconsistency or conflict between or among the requirement of this contract/purchase order, such inconsistency or conflict shall be resolved by the following descending order of precedence:

1. Purchase Order/Contract; Statement of Work (SOW); Purchase Description (PD); Specifications, or other documents incorporated by ATK-MCS buyers
2. ATK-MCS Engineering drawing
3. Applicable Supplier drawing
4. Supplier's requirements

**M 022 "Supplier's Responsibilities to Maintain Status as an ATK-MCS Approved Supplier"**

The supplier must notify ATK-MCS Supplier Quality Assurance via the ATK-MCS Supply Chain Representative (Buyer) of any changes in the supplier's name and/or addressing information. Changes of this nature will be reviewed by ATK-MCS for any actions required to maintain status as an approved ATK-MCS supplier. Failure to notify ATK-MCS may risk the approved status as an ATK-MCS supplier.

**M 023 "Work is authorized only up to the maximum dollar amount stated on this purchase order"**

Buyer's, Engineering and Technical personnel are not authorized to increase this order, change the services ordered, or change any other provision of this order. No change order will be binding on buyer unless issued by an authorized representative of buyer's purchasing office.

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**M 024 Items are for resale**

**M 025 Security Information**

This purchase order involves access to classified material and/or information. Your compliance to all requirements of the Department of Defense Industrial Security Manual is subject to review.

**M 026 "Travel Costs Must Conform To FAR 31.205-46**

In part, this clause stipulates that costs incurred for lodging, meals, and incidental expenses (excluding transportation) shall be allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates set forth in the federal travel regulations. a copy of the regulations is available from the buyer upon request.

**M 027 Contractor, Consultant or Supplier**

1. "Supplier" as used in this part means Contractor, Consultant or Supplier.
2. By acceptance of this order, Supplier certifies that:
  - a. Any person recommended for employment with ATK is a U.S. person as defined in 22 CFR Part 120.14 and is a protected individual as defined by 8 U.S.C. 1324b(a)(3). This includes, but is not limited to, persons who are U.S. citizens and permanent residents of the U.S. (Green Card holders). The Supplier must contact the ATK buyer prior to providing any services which include persons who are not U.S. persons as defined above. (ATK is a Department of Defense contractor; therefore, certain duties and tasks performed at ATK require personnel to be U.S. persons).
  - b. In accordance with 10 U.S.C. 2397 (B), neither Supplier nor any of Supplier's employees were employed by the Department of Defense and performed procurement-related functions in connection with ATK within two (2) years prior to the date of this order. Supplier understands that this order may be immediately terminated if Supplier or any of Supplier's employees were so employed.
  - c. Supplier certifies neither Supplier nor any of Supplier's employees have been convicted of fraud or any felony arising out of a contract with the Department of Defense after 29 September 1988 and within a period of five years from the date of this order. Supplier shall immediately notify ATK should Supplier or any of Supplier's employees, while performing under this order, be convicted of fraud or any felony arising out of a

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contract with the Department of Defense. Supplier understands that any such conviction will be cause for immediate termination of this order.

3. Work is authorized only up to the maximum dollar amount stated in this purchase order. ATK's Engineering and Technical personnel are not authorized to increase the dollar amount stated in this order, change the services ordered, or any other provision of this order. No change order will be binding on ATK unless issued by an authorized representative of ATK's purchasing department.
4. Travel costs must conform to FAR 31.205-46. In part, this clause stipulates that costs incurred for lodging, meals, and incidental expenses (excluding transportation) shall be allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates set forth in the Federal Travel Regulations. A copy of the regulations is available from the buyer upon request.
5. Payments will be remitted to Supplier upon receipt of an itemized invoice indicating dates and hours worked, along with the Supplier's final work product and/or written documentation providing proof of work completion as called out in the purchase order statement of work.
6. Supplier agrees to indemnify and hold ATK harmless from reductions if ATK's prime contract(s) made by the Government due to Supplier's failure to comply with Section 27, Procurement Integrity, of the Office of Federal Procurement Policy Act Amendments of 1988 (41 USC 423). Supplier's liability shall not exceed the amount of profit or fee reflected in the order at the time the order was first definitively priced. Supplier will be provided an opportunity to participate in any procedure initiated by ATK pursuant to FAR 52.203-10, and no settlement will be made concerning Supplier's liability without Supplier's consent."

**M 028 In accordance with 10 U.S.C. 2397(B), by acceptance of this Order**

1. Consultant certifies that neither consultant nor any of consultant's employees were employed by the Department of Defense and performed procurement-related functions in connection with buyer within two (2) years prior to the date of this order. Consultant understands that this order may be immediately terminated if consultant or any of consultant's employees were so employed.
2. By acceptance of this order, consultant certifies neither consultant nor any of the consultant's employees have been convicted of fraud or any felony arising out of a contract with the Department of

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Defense after 29 September 1988 and within a period of five years from the date of this order. Consultant shall immediately notify buyer should consultant or any of consultant's employees, while performing under this order, be convicted of fraud or any felony arising out of a contract with the Department of Defense. Consultant understands that any such conviction will be cause for immediate termination of this order.

3. Buyer shall reimburse consultant for reasonable and necessary travel, meals and hotel expenses (hereinafter collectively referred to as "reimbursable expenses"). As determined by buyer to the extent they are incurred by consultant or consultant's employees in connection with, and while providing services under, this agreement, and buyer shall not be obligated or required to reimburse consultant for any unreasonable reimbursement expenses incurred under this agreement. Air transportation shall be only economy or standard coach, hotel accommodations shall be single room at corporate rates, if available, and car rentals shall be compact class. No entertainment expenses shall be reimbursed.

Reimbursable expenses shall be invoiced by consultant at the same time consultant invoices buyer for work and services performed under this agreement. For each of consultant's employees, reimbursable expense invoices shall separately enumerate the travel, meals and hotel expenses actually incurred, and shall be accompanied by documentation necessary to verify the amount, date and nature of each such reimbursable expense. Consultant shall provide additional documentation necessary to verify the amount, date and nature of each such reimbursable expense. Consultant shall provide additional documentation in the form of receipts, vouchers, or invoices that pertain, to further substantiate and verify such reimbursable expenses, and their receipt by buyer shall be a condition precedent to payment.

Receipts for expenditures of \$25 or greater shall be submitted with consultant's invoice.

4. Work is authorized only up to the maximum dollar amount stated in this purchase order. Buyer's engineering and technical personnel are not authorized to increase the dollar amount stated in this order, change the services ordered, or any other provision of this order. No change order will be binding on buyer unless issued by an authorized representative of buyer's purchasing office.

Payments will be remitted to the consultant upon receipt of an itemized invoice indicating dates and hours worked, along with the

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consultant's final work product and/or written documentation providing proof of work completion as called out in the purchase order statement of work.

5. Consultant agrees to indemnify and hold buyer harmless from reductions in buyer's prime contract(s) made by the government due to consultant's failure to comply with Section 27, Procurement Integrity, of the Office of Federal Procurement Integrity, of the Office of Federal Procurement Policy Act AY of 1988 (41 USC 423). Consultant's liability shall not exceed the amount of profit or fee reflected in the order at the time the order was first definitively priced. Consultant will be provided an opportunity to participate in any procedure initiated by buyer pursuant to FAR 52.203-10, and no settlement will be made concerning consultant's liability without consultant's consent.

**M 029 Service Suppliers**

The service supplier must verify that any person recommended for employment with ATK is a U.S. person as defined in 22 CFR Part 120.14 and is a protected individual as defined by 8 U.S.C. 1324b (a)(3). This includes, but is not limited to, persons who are U.S. citizens and permanent residents of the U.S. (Green Card holders). The service supplier must contact the buyer prior to providing any services which include persons who are not U.S. persons as defined above. ATK is a Department of Defense contractor, therefore, certain duties and tasks performed at ATK require personnel to be U.S. persons as defined above without prior written approval from the U.S. Department of State."

**M 030 Drop Shipment of Material**

This Order calls for Drop Shipment of Material to your plant from another of our vendors. You must confirm receipt and count of this material by forwarding a copy of each delivery receipt to the buyer at the address shown above.

**M 031 Explosives and other Hazardous Materials**

Explosives and other Hazardous Materials must be in proper condition for transportation. They must be properly defined, packed, marked, labeled, described and certified according to the applicable regulations of the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Department of Transportation (DOT) and International Civil Aviation Organization Regulations (ICAO) as published in the International Air Transport Association (IATA) Dangerous Goods Regulations.

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Minimum markings must be placed on each individual unit, each unit's packaging, each intermediate packaging and each final packaging. These markings are:

- Name of manufacturer
- City & state (or country if outside the us) where the goods were manufactured
- Date of manufacture
- Shift of manufacture
- Name of consignee
- City & state of consignee

The markings must be legible and permanent and are not rendered unreadable by extended periods of storage, in English using roman letters and Arabic numerals. Any deviation from these marking requirements requires prior approval from ATF and/or other authorities.

The Supplier shall arrange successful completion of all performance oriented packaging tests as required by the applicable transportation regulations. These items will be successfully completed prior to shipment of the product. A copy of the Performance Oriented Packaging (POP) test report is required. Send test report to buyer.

**M 032 Hazardous Materials**

For the Hazardous Materials contained herein the Supplier shall arrange successful completion of all performance oriented packaging tests as required by the applicable transportation regulations. These items will be successfully completed prior to shipment of the product.

A copy of the Performance Oriented Packaging (POP) test report is required. Send test report to buyer.

**M 033 Government Bill Of Lading (GBL)**

This Order calls for shipment by Government Bill Of Lading (GBL) with the transportation costs chargeable to the U.S. Government. To obtain a GBL and routing, contact your local Defense Contract Management Area Operation (DCMAO) Transportation Office. Allow 30 days prior to shipment to obtain a GBL. If the DCMAO Transportation Office does not authorize GBL, request routing and ship prepaid on Commercial Bill of Lading and add charges to your invoice. One of the following clauses must be shown on the commercial bill of lading.

- A) If the Government is shown as the consignor or the consignee, the annotation shall be:

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Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (B) If the government is now shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_.  
Notify buyer if you have any problems obtaining a GBL or routing information for a commercial bill of lading to meet schedule.

**M 034 United States Department of Transportation Hazardous Materials Import Requirements**

The foreign supplier (shipper) directly or through his forwarding agent (at port of entry) must provide the initial carrier in the United States with a signed U.S. DOT shipper's certification as listed below for each shipment. The importer (Alliant Techsystems) will provide the shipper or through his agent with timely and complete information as to DOT requirements applying to shipment of this order within the United States.

Surface Shipment (other than Class 1.1, 1.2, 1.3, or 1.4 explosives and radioactive materials) complying with the IMCO Code will meet U.S. DOT requirements. Class 1.1, 1.2, 1.3, or 1.4 explosives and radioactive materials must comply with all U.S. requirements.

**\*\*DOT Certification for Surface Shipments\*\***

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Signed \_\_\_\_\_

Air shipments complying with International Air Transport Association (IATA) Regulations, including separate shipper's certification will usually comply with U.S. DOT requirements.

**\*\*DOT Certification for Air Shipments\*\***

I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled and are in all respects in the proper condition for transport by air according to the applicable International and National Government Regulations.

Signed \_\_\_\_\_

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Canadian shipments conforming to the Regulations of the Canadian Transport Commission may be transported from point of entry in the U.S. to their destination in the U.S.

**M 035 Prior to Importation**

Alliant Techsystems must possess an approved Import Permit (ATF Form 6) from the U.S. Bureau of Alcohol, Tobacco and Firearms. Authorization to proceed must be obtained from Alliant Techsystems prior to shipment of items contained in this order.

Include the following statement on customs invoices and bills of lading: These items require an approved Bureau of Alcohol, Tobacco and Firearms Import Permit (ATF Form 6)".

**M 036 Furnished or Acquired Tools/Gages ST/STE/APP/FAC**

This clause supplements the general terms and conditions clause, government property, of this purchase order. Except as otherwise provided in this clause, the use and acquisition of government property shall be governed by the general terms and conditions clause, government property, of this purchase order.

The Special Tooling and Gaging (ST), Special Test Equipment (STE), Agency Peculiar Property (APP), facilities acquired through this purchase order shall become government property unless identified as Alliant Techsystems Inc. owned by the buyer.

All Government Furnished Property shall remain Government-Owned.

All Customer Furnished Property shall remain Customer-Owned.

All Alliant Techsystems Furnished Property shall remain Alliant Techsystems Inc. Owned.

The Supplier is responsible for such property in accordance with the general terms and conditions clause for this order, Government Property.

Utilization of the Government Furnished Property under this order on non-government orders is prohibited without the specific authorization of the buyer. Also, utilization of this property on government orders other than those received from the buyer is prohibited without obtaining Government approval through the buyer, and authorization will only be granted if utilization of the Government Property can be accomplished on a non-interference basis with orders received from the buyer.

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Utilization of Alliant Techsystems or other customers' property on orders other than those received from the buyer is prohibited without obtaining approval through the buyer.

Supplier must immediately report to buyer any loss, damage or destruction to, property while in their possession.

All Government, Alliant Techsystems, or other Customers Property authorized for use from other purchased orders or contracts are provided on an "as is" basis subject to the following:

Buyer and/or the Government/Customer make no warranty whatsoever with respect to the Government Property authorized for use "as is". The Supplier may repair any property made available on an "AS IS" basis. Such repair will be at the Supplier's expense except as otherwise provided in this clause.

Such property may be modified at the Supplier's expense, But only with the written permission of the buyer. Any repair or modification of Government Property Furnished "AS IS" shall not affect the title of the property.

Prior written consent from the buyer must be received before acquiring any facility type items.

Prior written consent from the buyer must be received before acquiring any special test equipment.

At completion of this purchase order or as requested, the Supplier will supply the buyer with a complete listing of all property acquired under this order.

Unless otherwise instructed by the buyer, the Special Tooling/Gages, Special Test Equipment, Agency Peculiar Property and facilities acquired under this order shall be marked in a permanent manner with the appropriate numbers and ownership initials as provided in this order. See marking instructions on the Permanent Tooling Certification (FORM AC-145) forms to be provided by the buyer.

Two copies of the Permanent Tooling Certification must be furnished to the buyer with the Supplier's invoice. No invoices shall be sent to the buyer before the Supplier has signed the Permanent Tooling Certification (FORM AC-145).

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All invoices shall be sent in on a separate invoice form for each item listed on the purchase order. Improper invoices and/or invoices submitted before a signed Permanent Tooling Certification is forwarded to the buyer will not be processed and will be returned to the Supplier.

**M 037     "Failure to Utilize The Alliant Techsystems Dispatcher**

When, shipping Alliant Techsystems Freight will result in a charge back of excess freight costs. Excess freight costs are defined as the difference between supplier freight costs and Alliant Techsystems freight costs.

For ground shipments over 200 pounds and air shipments over 150 pounds and all hazardous, classified, or sensitive call ATK Dispatcher at 1-888-768-8387 or (1-888-ROUTEUS). This does not include the twin cities metro area shipments. For truckload shipments please call 5 days in advance when possible.

When calling please provide the following applicable information:

- Consignor name, address, contact name, phone number, fax number
- Consignee name and address
- Alliant Techsystems purchase order number, tally number or department number
- Pieces, weight, cube, dimensions
- Product description/part number/nmfc
- Date and time freight is available for pickup
- Shipper dock hours
- Required Delivery Date (RDD)
- Hazardous materials proper ship name, Un ID, Ex-Ca or IHC Number (if applicable)
- Net explosive weight (explosives) or net quantity (hazardous material (if applicable)
- DoD Transportation Protective Service (TPS) security risk code, I.E., I, II, III, IV (if applicable)
- DoD Security Classification, I.E., Top Secret, Secret or Confidential (if applicable)
- Special Equipment, I.E., Flatbed, Tarp, Air Ride, Side Loading, Temperature Control when applicable, the supplier is responsible for ensuring that all shipments are made in accordance with the latest revisions of DoD 5100.76 and/or CFR 49. Unless otherwise directed

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within this order, all products must be shipped on a "Freight Collect" basis.

**M 038 "Product Imported By Alliant Techsystems Inc.**

In support of this purchase order is subject to the terms and conditions of the North American Free Trade Agreement. Therefore, the Canadian/Mexican shipper must provide the appropriate exporter's certificate of origin which is to accompany each imported shipment.

**M 039 "The Technical Data (includes, but is not limited**

to, blueprints, drawings, photographs, plans, instructions and documentation) or the technology provided by Alliant Techsystems Inc (ATK), or the hardware/defense articles resulting from this technical data, will not be transferred, shared or exported by any means to any foreign person, corporation, business association, partnership, trust, society, organizations, foreign governments or agencies or any other entity or group not listed on the export license, without prior written approval from ATK and/or the U.S. Government. Acquisition of any rights in the technical data is prohibited.

You are required to provide written notification to the Alliant Techsystems buyer, 30 days in advance, of any ownership, name, or address changes of any parties listed on the export license or agreement or if any additional companies not listed are required to be involved in the performance of this order.

You, and any subcontractors authorized to receive this technical data from you under the export license, are required, upon notification from ATK, to destroy or return to ATK, all of the technical data provided when:

- (A) you have been notified by ATK of a non-award pursuant to a request for quote, or
- (B) the ATK purchase order has been fulfilled. A signed certificate of destruction/return must be forwarded to ATK.

Any solicitation from your firm to an authorized subcontractor listed on the export license for pricing or placement of a subcontract for a deliverable to fulfill the purchase order must contain all the limitations stated herein.

**M 040 ROUTING UPS (GROUND 200 IBS OR LESS SHIP VIA UPS GROUND**

All non-hazardous, non-classified ground shipments of 200 lbs or less, ship collect via UPS by calling 1-800-pickups using ATK Medium Caliber Systems UPS collect account number 86V434. Any other circumstances call ATK Medium Caliber Systems dispatcher at 1-866-236-3213 to arrange shipment. Hours of dispatch are from 8:00 am to 4:00 pm Mountain time.

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1. When arranging shipment, have the following details available to relay to the dispatcher:
  - a. Consignor name and address, contact person, telephone number and fax
  - b. Consignee name and address
  - c. Product description
  - d. Date and time freight is available for pickup
  - e. Required delivery dates
  - f. Shippers dock hours
  - g. Number of pieces, weight, cube, dimensions
  - h. ATK Medium Caliber Systems P.O. number, tally number and dept. number when applicable include:
  - i. Hazardous materials proper shipping name, UN I.D., EC-CA, or IHC (if applicable)
  - j. Net explosive weight (explosives) or net quantity (if applicable)
  - k. DOD security classification i.e. top secret, secret, or confidential (if applicable)

When applicable, the supplier is responsible for ensuring that all shipments are made in accordance with the latest revision of DOD5100.76M and/or CFR49.

Failure to follow these routing instructions when shipping ATK freight will result in a charge back of excess freight costs. Excess freight costs are defined as the difference of the supplier freight costs and ATK freight costs.

**M 041 SHIPPING INSTRUCTIONS: ROUTING FEDEX (AIR FREIGHT) ALL AIR FREIGHT 150 LBS OR LESS SHIP VIA FEDERAL EXPRESS**

Shipments of 150 lbs or less ship collect via Federal Express by calling 1-800-Go-Fedex (800-463-3339)

Using ATK Medium Caliber Systems FedEx account number 257090388. Service options are second day or priority overnight. Any other circumstances call ATK dispatcher at 866-236-3213. Hours of dispatch are from 8:00 am to 4:00 pm Mountain time.

When applicable, the supplier is responsible for ensuring that all shipments are made in accordance with the latest revisions of DOD5100.76M, IATA and/or CFR49.

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Failure to follow these routing instructions when shipping ATK freight will result in a charge back of excess freight costs. Excess freight costs are defined as the difference between the supplier freight costs and ATK freight costs.

**M 042 "This order is controlled and governed in accordance with the General Terms and Conditions in Form AG-182 for Fixed Price Orders, or Form AG-187 for Cost Type Orders"**

If this order is or is anticipated to be under a government contract, it is also controlled and governed in accordance with the contract specific terms and conditions in Form AS-822A, Special U. S. Government Provisions. The contract specific terms and conditions contained in Form AS-822A take precedence over any conflicting general terms and conditions in Forms AG-182 and AG-187.

If a copy of these form(s) is not enclosed with this order, notify the buyer/subcontract manager immediately to receive a copy.

**M 043 "FAR Clauses 52.246-23, Limitation of Liability, 52.246-24, Limitation of Liability-High Dollar Items; and 52.246-25, Limitation of Liability-Services"**

52.246-24, Limitation of Liability-High Dollar Items and 52.246-25, Limitation of Liability-Services are hereby incorporated by reference as applicable. The Supplier shall not be liable for loss of or damage to property of the government that occurs after acceptance of the supplies/services delivered under this contract and results from any defects or deficiencies in the supplies/services. The FAR clauses shall not apply when a defect or deficiency in, or the government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the suppliers management personnel.

**M 044 "United States Law Requires That Products Manufactured With Class I Ozone Depleting, Substances (ODS)"**

Product must either bear a warning label or the shipping documents accompanying such product include a warning label at the time such product enters United States Interstate Commerce. For ODS-Manufactured product imported into the United States, entering Interstate Commerce Commences when the product is released by U.S. Customs into the United States.

Class I ODS consists of Chlorofluorocarbon (Cfc) 11, 12 or 13, or 111 through 115, or 211 through 217; Carbon tetrachloride (CT), Methyl Chloroform (1.1.1 - Trichloroethane) or HALON 1211, 1301 or 2402.

If any one or more of the Class I ODS listed above are used by your facility in the manufacture of products you supply under this purchase

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order/subcontract, the following warning label must accompany the shipping documents:

""Warning: Manufactured with \_\_\_\_\_, a substance which harms public health and environment by destroying ozone in the upper atmosphere.""

- (1) The "Label" language may be reproduced on an 8 x 10 1/2 inch or other size sheet of paper consistent with other shipping documents.
- (2) The signal word warning must be in all capital letters no smaller than 3/32 inches and the statement wording must be no smaller than 1/16 of an inch.
- (3) The warning statement shall be blocked within a square or rectangle area, with or without a border.
- (4) The name of the Class I substance to be inserted into the warning statement must be in the standard chemical name except that the acronym ""Cfc"" may be substituted for ""Chlorofluorocarbon"" and the term "" 1.1.1 - Trichloroethane"" may be substituted for ""Methyl Chloroform"" and the ODS name may be either typewritten or printed legibly in English.
- (5) If a product is manufactured with more than one Class I substance, the names of all the substances used will be listed in a single warning statement.

This provision need not be flowed to your suppliers. The warning only relates to your manufacturing process for the product being supplied by you under this purchase order/subcontract.

**M 045 "Supplier's Acceptance of Terms & Conditions"**

Supplier's acceptance of this purchase order is governed by the terms & conditions herein and attached hereto. Supplier shall notify buyer within ten working days after receipt of a do rated order and within five working days after receipt of a DX rated order, if Supplier rejects this order. Per the defense Priorities and Allocation System, Subpart 700.13, the Supplier must give buyer reasons in writing for the rejection.

**Supplier's Acceptance of Technical Requirements**

Supplier's acceptance of this purchase order includes acceptance of the technical requirements. Supplier shall communicate in writing questions, clarifications or alterations to these technical requirements to the buyer within ten working days after Supplier's receipt of this purchase order or Supplier will be deemed to have accepted the technical requirements. Supplier shall maintain records of objective evidence of compliance with

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all technical requirements of this purchase order subject to buyer examination.

Process Change Management

Supplier shall make no change to processes (materials, machines, method, manpower, measurement, and environment) that may affect design, performance, quality, reliability, and/or interchangeability of Supplier's product without prior written approval of buyer. ATK's engineering, technical or program management personnel are not authorized to direct changes. Supplier's failure to comply with this clause may result in buyer's termination of this purchase order for cause.

**M 046 "Sales Tax Exemption:**

Alliant Techsystems will not pay state sales or local tax on the goods and services contracted for herein due to one of the following exceptions:

- 1) The purchase is exempt because the item is for resale.
- 2) The purchase is exempt because the item purchased is a non-taxable item.

Any type of sales tax invoiced on this purchase order will not be paid.

**M 047 ATK REQUIRED REPORTS**

""Red Flag"" reports shall be submitted by fax or e-mail, as required, to alert buyer to any problems that potentially could have an adverse impact on the program from a schedule or performance standpoint. Strikes, or threatened strikes, by Supplier's employees or Supplier's suppliers, late delivery by suppliers, technical problems, etc. are examples of subject matter that must be covered by ""Red Flag"" reports. ""Red Flag"" reports should be transmitted as soon as possible, but not later than 24 hours following your first awareness of the problem.

**M 048 ATK CONTRACT LABOR PERSONNEL REQUIREMENT**

For export compliance purposes the supplier shall obtain approval (written or verbal) from the ATK-MCS Supply Chain Representative (buyer) prior to providing any personnel who are not U.S. citizens."

The Supplier, by acceptance of this purchase order, hereby certifies that all personnel supplied for performance of requirements on said purchase order are:

- (1) U.S. Citizens;
- (2) lawful permanent residents of the United States; or
- (3) those foreign nationals who have been granted refugee or asylum status.

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Employees not falling into one of these three categories, or those having any other immigration status, are prohibited from being placed at Alliant Techsystems Inc. (ATK) - Medium Caliber Systems (MCS). The supplier must comply with the U.S. Department of State International Traffic in Arms Regulations (ITAR) and related rules on export controls, deemed exports and related licensing requirements."

**M 049 "Company Name: This statement is to be considered as contractual authorization to incorporate the marking of parts relative to this purchase order**

Any part, or assembly, that requires marking with the company ""Boeing"", ""The Boeing Company"", ""McDonnell Douglas"", ""McDonnell Douglas Helicopter Company"", ""HUGHES HELICOPTER"", ""HUGHES HELICOPTER COMPANY"", ""ALLIANT Techsystems"", ""ATK Ordnance and Ground Systems, LLC-Mesa"", shall be marked as required by the drawing, except the name shall be ""ATK-Mesa"". (If a second line is required, with the city and state, identify as ""Mesa, AZ"".)

**M 050 "This requirement applies for shipments between subcontractors or from subcontractors to Alliant Techsystems when Government Source Inspection or Government Source Surveillance has occurred. (REFERENCE DFAR 252.246-7000 APPENDIX F, Part 2)**

The following must be added to the shipping document or packing list to enter performance of required government CQA actions.

Signature of authorized Government Representative or DoD Stamp and Date.

Typed name and office (of Government Rep.)

Distribution for Government purposes:

- 1) One copy with shipment
- 2) One copy for the Government Representative at consignee (via mail).
- 3) One copy for the Government Representative at consignor."

**M 051 Small Business Concerns**

Public Law 95-507 requires all Subcontractors to submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan to the Prime Contractor on all transactions in excess of \$550,000. Refer to FAR 52.219-9 (d) for requirements of the plan. Furthermore, Public Law 95-507 states that the following reports must be submitted against these plans:

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Standard Form 294: Subcontract Report for individual contracts (this report is to be submitted semi-annually).

Standard Form 295: Summary Subcontract Report (this report is to be submitted semi-annually).

These reports must be submitted to your monitoring Government Agency as indicated on the back of the form.

**M052 Special Import Shipping Instructions**

- (1) On day of shipment include on exterior of shipping container:
  - A) Two (2) each Commercial Invoices showing value of goods in U.S. dollars.
  - B) Two (2) each Packing Lists showing container numbers, weight and size of containers, and exact contents of each container in shipment.
- (2) On day of shipment, Fax the Airway Bill/Bill of Lading and Customs Invoice(S) to the following:

ATK Ordnance and Ground Systems LLC  
Transportation Logistics MN07-MW46  
Fax # 763-744-5833  
Alliant Ammunition Systems Company, LLC  
Transportation Logistics MN21-2040
- (3) The Commercial Invoice must state:
  - A. Identification of Seller/Importer
  - B. Identification by Name a responsible employee of the Exporter who has knowledge, or who can readily obtain knowledge, or the facts of the transaction.
  - C. Name of purchaser/Importer
  - D. Description of all goods (in English) including:
    - 1) The name by which the item is known
    - 2) The grade or Quality
    - 3) Marks, Numbers and Symbols under which sold and packaged
    - 4) Quantities in appropriate weights and measures being imported
    - 5) The Cost of all goods and services furnished for production of the merchandise (this includes assists such as Dies,

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Molds, Tools, Engineering work) not included in the invoice price. Values for repair, if applicable, must be stated separately from product values on Customs Invoice. Goods & Services furnished in the U.S. are excluded. Costs must identify all charges and discounts in U.S. dollars. Charges must include itemization of the following:

- Packing
  - Commission
  - Ocean or Air Freight
  - Marine Insurance
  - Handling
- 6) Country of Origin of the Merchandise “In accordance with 19 CFR Part 134.11, U.S. Customs require each imported article produced abroad to be marked in a conspicuous place as legibly and permanently as the nature of the article (or container) permits, with the English name of the country in which the article was manufactured or produced. Containers of articles excepted from marking shall be marked with the Country of Origin of the article unless the container is also expected from marking.”

**M053 Annotate Bill of Lading**

Annotate Bill of Lading and Customs Invoices to indicate:

**First notify Schenker International Inc., Minneapolis, Phone: 952-876-0800 for U.S. Customs Clearance.**

**5. Records**

None

**6. Forms**

None

**7. References**

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**8. Description of Change**

<b>Rev.</b>	<b>Date</b>	<b>Description of Change</b>
--	date	Initial release for ATK Mesa.
A	02/20/08	Added Codes M 052 and M 053.
B	09/23/08	Corrected FAR number in paragraph M013. Added FAR clause to same paragraph. Renumbered form GS603_3 to 603_3-1.

**It is the responsibility of the reader to review the changes to this document.  
Contact the Process Owner for further clarification.**