

**Flowdowns for FY'06 P&DSS
Contract N00030-05-C-0100**

Full Text Clauses

H-6, Wood Packaging Material (Jan 2005) SSP 5252.223-9750 (Applicable for all purchase orders/subcontracts)

1. Except as indicated in paragraph 2 below, all wood packaging material (including, but not limited to, pallets, dunnage, crating, packing blocks, drums, cases, load boards, pallet collars, and skids), which is used under or in connection with this contract, shall be heat-treated and certified by an agency accredited by the American Lumber Standards Committee (ALSC) in accordance with Publication No. 15, International Standards for Phytosanitary Measures: Guidelines for Regulating Wood Packaging Material in International Trade, Secretariat of the International Plant Protection Convention, Food and Agricultural Organization of the United Nations, Rome, 2002; the current ALSC Wood Packaging Material Policy; and the current ALSC Wood Packaging Material Enforcement Regulations.
2. This clause does not apply to wood packaging material that consists of manufactured wood materials, loose wood packing materials (such as sawdust, wood wool, and shavings), or wood pieces less than 6 mm thick in any dimension.

H-8, Contractor's Employees and Representatives in the U.K (Sep 1999), SSP 5252.225-9750 (Applicable if you will have any employees in the United Kingdom supporting this contract)

1. If any work is performed in the U.K., the Contractor shall ensure that its employees and the employees of its subcontractors learn and comply with (a) the rules, regulations, and requirements of the place in the U.K. where the work is performed, and (b) the security regulations and requirements of the U.K. Ministry of Defence. If a Contractor or subcontractor employee is not qualified to perform the required work or is otherwise unsuitable, the Contracting Officer may direct that such employee be returned to the United States and replaced with a qualified and suitable employee.
2. The United States has an obligation to assure that the work under this contract for the benefit of the U.K is consistent with the terms of this contract and the Polaris Sales Agreement. Accordingly, Contractor representatives in the U.K. shall abide by the requirements of SSPINST 5450.8, as amended. If an amendment to SSPINST 5450.8 causes an increase or decrease in the cost of performing this contract, an equitable adjustment shall be made in accordance with the procedures of the "Changes" clause. Such equitable adjustment shall include an adjustment in fee or profit only at the discretion of the Contracting Officer.

H-10 NAPS 5252.223-9000, DoN Additional Safety Requirements Applicable to Specified Government Furnished Ammunition and Explosives (Oct 1997)

(Applicable if you will be receiving Government furnished ammunition and explosives)

The following additional safety requirements apply to Government Furnished Material (GFM) Ammunition and Explosives (A&E) containing nitrocellulose-based propellants and/or nitrate ester-based materials (such as nitroglycerin,) or such other similar A&E provided as GFM and designated by the Contracting Officer which have a tendency to become chemically unstable over time:

- (a) The Contractor shall maintain inventory control records of potentially unstable GFM A&E by National Stock Number (NSN) or part number, lot number, nomenclature, storage location, quantity and date of receipt.
- (b) The Contractor shall comply with any Government notice concerning any restrictions, suspensions and limitations imposed by the cognizant Government component on GFM A&E to ensure that the materials are safe for continued storage.
- (c) Upon receipt of a notice from the Government of reclassification actions taken by the Government that render GFM A&E unserviceable, suspended or restricted, the Contractor shall immediately follow the instructions contained within the notice.
- (d) When directed by the Government, the Contractor shall ship samples of GFM A&E in its possession to Government testing facilities. GFM A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked on the Bill of Lading. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.
- (e) Within 30 days of completion or termination of the contract, the Contractor shall request disposition instructions from the Contracting Officer for any residual, unserviceable, suspended or restricted GFM A&E. The Contracting Officer shall provide disposition instructions to the Contractor not later than 90 days after they are requested.
- (f) If disposition instructions direct shipment to a Government disposal or storage activity, the Contractor shall obtain verification of the contents and marking by the contract administration office Quality Assurance Representative prior to shipment. Additionally, the Contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of GFM A&E being returned. Returned materials will be shipped with the Contract Number, NSN or part number, lot number, nomenclature and quantity clearly marked. Failure to comply may result in rejection and/or disposal of the material at the destination at the expense of the Contractor. Any costs associated with the rejection and/or disposal of non-compliant or unauthorized shipments shall be borne by the Contractor.

(g) If the Contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the Contractor shall provide written notice to the Contracting Officer identifying the materials it is disposing of by the Contract Number, NSN or part number, lot number, nomenclature and quantity, and the date the disposition of the materials was accomplished.

(h) If direction issued under this clause causes an increase in the cost of performance under this contract, the Contracting Officer shall make an equitable adjustment in the contract price.

H-26 Subcontractor's Risk of Loss (CR) (Applicable to cost reimbursable subcontracts with ATK Thiokol Propulsion Division of ATK Aerospace Company, including ATK Space Systems Division and Alliant Ammunition and Powder Company Division, Hamilton Sundstrand Corporation, Moog, Inc., Alliant Tech Systems Inc., ATK Elkton LLC, Honeywell Airframe Systems, and Aerojet General Corporation)

Approval is provided for the flow-down of paragraph (g) of the FAR clause 52.245-5, Government Property (Cost-Reimbursement, Time and Material, or Labor Hour Contracts), to CPIF/CPFF subcontracts with Cost Reimbursement in any subcontract made under this contract with ATK Thiokol Propulsion Division of ATK Aerospace Company, including ATK Space Systems Division and Alliant Ammunition and Powder Company Division, Hamilton Sundstrand Corporation, Moog, Inc., Alliant Tech Systems Inc., ATK Elkton LLC, Honeywell Airframe Systems, and Aerojet General Corporation.

H-34 Government Bills of Lading (Applicable if you will be making deliveries)

All shipments from Contractor's or Subcontractor's plant to the Contractor, the boost propulsion subcontractors, the Contractor's field operations or the Government, shall be on Government Bills of Lading (GBL). All shipments from Contractor Field Operations to the Contractor, boost propulsion subcontractors, subcontractors or Government Facilities shall be on GBL.

Commercial Bills of Lading (CBL) may be used when schedule, cost or other program advantages may thereby be obtained. The utilization of GBLs does not relieve the Contractor from its responsibility to evaluate transportation costs in award of competitive subcontracts issued hereunder.

H-36 Liability of Subcontractors to Third Parties (Applicable for CPIF/CPFF subcontracts with ATK Thiokol Propulsion Division of ATK Aerospace Company, Alliant Tech Systems Inc., ATK Elkton LLC, and Aerojet General Corporation)

Approval is provided for the flow down of the FAR clause 52.228-7, Insurance-Liability to Third Parties, to CPIF/CPFF subcontracts with ATK Thiokol Propulsion Division of ATK Aerospace Company, Alliant Tech Systems Inc., ATK Elkton LLC, and Aerojet General Corporation.

H-37 Approved Subcontractor Indemnification (Applicable for cost reimbursement subcontracts with ATK Thiokol Propulsion Division of ATK Aerospace Company, Alliant Tech Systems Inc., ATK Elkton LLC, and Aerojet General Corporation and fixed price subcontracts with BAE Systems, Ordnance Systems Inc. and Aerojet General Corporation)

1. The Contracting Officer approves the inclusion of indemnification provisions pursuant to the clauses of this contract entitled "Indemnification Under Public Law 85-804", "Indemnification Supplement" and "Indemnification (U.K.)" in any Cost Reimbursement subcontract made under this contract with ATK Thiokol Propulsion Division of ATK Aerospace Company, Alliant Tech Systems Inc., ATK Elkton LLC, and Aerojet General Corporation. BAE Systems, Ordnance Systems Inc. and Aerojet General Corporation which are Fixed Price subcontracts shall also be covered under the above provisions.
2. The Contractor shall, however, inform the Contracting Officer in writing of the inclusion of such provision in any such subcontract.

H-44 United Kingdom Subcontracts: (Applicable for all purchase orders/subcontracts)

A. The Contractor, and its subcontractors to the extent practical and technically feasible, are directed to extend to United Kingdom (U.K.) firms on the same terms as with United States (U.S.) firms, the right to compete for TRIDENT II (D5) missile systems components. The Contractor is permitted to evaluate offers from and make awards to U.K. firms without applying differentials under the Buy American Act (41 U.S.C. 10(a)-(d)) and the Department of Defense Balance of Payments Program. The U.S./U.K. TRIDENT II (D5) program has been designated a "U.S. Government-approved Project" in accordance with the International Traffic in Arms Regulation (ITAR) and the export of technical data and hardware by the Contractor and its subcontractors is authorized in accordance with that certain U.S. Department of State letter dated July 1, 1982, and transmitted to the Contractor on July 7, 1982 as modified by that certain U.S. Department of State letter dated August 15, 1986 and transmitted to the Contractor on July 15, 1987.

B. Any subcontract or purchase order entered into with a U.K. firm or person shall:

- (1). limit the use of the technical data to that required by the contract or purchase order;
- (2). prohibit the disclosure of the data to any other person except duly qualified subcontractors for the equipment within the U.K.;
- (3). prohibit the acquisition of any rights in the data by any foreign person without the approval of the Department of State; and
- (4). provide that any subcontracts between foreign persons in the U.K. issued pursuant to this contract shall contain all the limitation herein.

C. The Contractor shall advise all U.K. subcontractors, in writing, that:

The technical data exported from the United States in furtherance of the U.S./U.K. TRIDENT II (D5) Program, and any defense article which may be produced or manufactured from such technical data, may not be directly or indirectly sold, leased, released, assigned, transferred, conveyed or in any other manner disposed of, in or to any person or entity in a third country or to a national of a third country, unless the prior written approval of the U.S. Department of State has been obtained.

D. Technical data, as used herein, shall have the meaning set forth in ITAR 120.21; however, the restrictions on classified information, as set forth in the above referenced letter of July 1, 1982 signed by Jonathan T. Howe, RADM, USN, pertain.

H-64, Non-Disclosure Agreements (Sep 1999), SSP 5252.227-9750 (Applicable for all purchase orders/subcontracts)

The Trade Secrets Act, 18 U.S.C. § 1905, prohibits Government employees from making unauthorized disclosures of a contractor's or subcontractor's proprietary information. Government employees shall not be required to sign a non-disclosure agreement or any other document, or to furnish personal or biographical information or documents, as a condition to gaining access to a contractor's or subcontractor's data or other information needed to perform their official duties. The Contractor shall include, and ensure inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at all tiers.

FAR Clauses

52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (Applicable for all purchase orders/subcontracts of \$100,000 or more)

52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (Applicable if FAR 52.222-41 is applicable to your contract)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class#009;Monetary Wage--Fringe Benefits

_____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

52.224-1, Privacy Act Notification (Apr 1984). (Applicable if you are required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

52.224-2, Privacy Act (Apr 1984). (Applicable if contract requires the design, development, or operation of such a system of records on individuals that is subject to the Act.)

52.239-1, Privacy or Security Safeguards (Aug 1996). (Applicable if acquisition is for information technology, and/or for the design development, or operation of a system of records using commercial information technology services or support services.)

52.242-10, F.O.B. Origin—Government Bills of Lading or Prepaid Postage (Apr 1984). (Applicable to purchase orders/subcontracts with deliverables.)

52.245-9, Use and Charges (Aug 2005). (Applicable for all purchase orders and subcontracts where government facilities will be provided.)

52.246-15, Certificate of Conformance (Apr 1984) (Applicable for all purchase orders/subcontracts with direct shipments to the Government)

52.247-67, Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997). (Applicable to cost reimbursement purchase orders/subcontracts with deliverables.)

DFAR Clauses

252.204-7000, Disclosure of Information (Dec 1991). (Applicable for all purchase orders/subcontracts.)

252.225-7012, Preference for Certain Domestic Commodities (Jun 2004). (Applicable for all purchase orders/subcontracts with deliverables.)

252.225-7013, Duty-Free Entry (Jan 2005). (Applicable if purchase order/subcontract is for: (i) Qualifying country components; or (ii) Nonqualifying country components for which the duty is estimated to exceed \$200 per unit.)

252.225-7030, Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Apr 2003). (Applicable to all purchase orders and subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515 or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.)

252.225-7036, Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (Jan 2005) and Alternate I (Jan 2005). (Applicable to all purchase orders/subcontracts, the basic clause is applicable for contracts valued at \$56,190 or more and Alternate I is applicable for contracts valued between \$25,000 and \$56,190.)

252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictons (Jun 1995). (Applicable if acquisition is for non-commercial items. In this clause “Offeror” means “Seller,” “Contracting Officer” means “Lockheed Martin or Contracting Officer.” In paragraphs (a) and (b) the reference to the Small Business Innovative Research Data Rights clause are deleted.)

252.229-7006, Value Added Tax Exclusion (United Kingdom) (Jun 1997). (Applicable if you are a United Kingdom firm.)

252.239-7000, Protection Against Compromising Emanations (Jun 2004). (Applicable if classified work is required.)

252.242-7003, Application for U.S. Government Shipping Documentation (Dec 1991). (Applicable if you will be using a Government Bill of Lading to make shipments.)

252.243-7002, Requests for Equitable Adjustment (Mar 1998). (Applies to all purchase orders/subcontracts over \$100,000.)

252.246-7000, Material Inspection and Receiving Report – (Mar 2003). (Applicable if direct shipments will be made to the Government.)