



Terms & Conditions:

MODIFICATIONS TO GENERAL TERMS AND CONDITIONS C-17 (SPARES)(FAR) PRIME CONTRACT F33657-81-C-2109

MD-1870-04 (24 JUL 98) REV

GOVERNMENT CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form MD-1965 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 36. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

52.203-6 Restrictions on Subcontractor Sales to the Government.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)). MDC may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed MDC under the prime contract.

52.208-1 Required Sources for Jewel Bearings and Related Items.

52.210-5 New Material. Any notice will be given to MDC rather than the Contracting Officer.

52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property. The terms "Contracting Officer" and "Government" mean MDC.

52.212-8 Defense Priority and Allocation Requirements. This clause is applicable if a priority rating is noted in this contract.

52.212-13 Stop Work Order. The terms "Contracting Officer" and "Government" mean MDC.

52.215-1 Examination of Records by Comptroller General. This clause applies only if this contract exceeds \$25,000.

52.215-2 Audit — Negotiation. This clause applies only if this contract exceeds \$25,000.

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

52.220-3 Utilization of Labor Surplus Area Concerns. This clause applies only if this contract exceeds \$25,000.

52.222-1 Notice to Government of Labor Disputes. "Contracting Officer" means MDC.

52.222-20 Walsh-Healy Public Contracts Act. This clause applies only if this contract exceeds \$10,000.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans. This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Handicapped Workers. This clause applies only if this contract exceeds \$2,500.

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Viet Nam Era. This clause applies only if this contract exceeds \$10,000.

52.223-2 Clean Air and Water. This clause applies only if this contract exceeds \$100,000.

52.227-1 Authorization and Consent.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. A copy of each notice sent to the Government will be sent to MDC. This clause applies only if this contract exceeds the FAR small purchase limitation.

52.245-2 Government Property.

52.246-23 Limitation of Liability.

52.248-1 Value Engineering (excluding subparagraph (f)). The term "Contracting Officer" means MDC. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that MDC receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. MDC's payments to Seller under this clause are conditioned upon MDC's receipt of authorization for such payments from the Government.

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Special Prohibition on Employment (excluding paragraph (g)). This clause applies only if this contract exceeds the FAR small purchase limitation.

252-208-7002 Required Sources for High Purity Silicon.

252-208-7003 Required Sources High Carbon Ferrochrome.

252-208-7006 Required Sources for Antifriction Bearings.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty. This clause applies only if this contract exceeds the FAR small purchase limitation and is not for commercial or commercial-type products.

252.225-7001 Buy American Act and Balance of Payment Program.

252.225-7009 Duty-free Entry — Qualifying Country End Products and Supplies.

252.225-7012 Preference for Domestic Specialty Metals (Oct 1980 Version).

252.225-7014 and Alt. 1 Preference for Domestic Specialty Metals.

252.227-7013 Rights in Technical Data and Computer Software (OCT 1988 Version). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

252.227-7018 Restrictive Markings on Technical Data (OCT 1988 Version). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (MAR 1988 Version). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data — Withholding of Payment (OCT 1988 Version). "Government" and "Contracting Officer" mean MDC. This clause applies only if the delivery of data is required by this contract.

252.227-7036 Certification of Technical Data Conformity (MAY 1987 Version). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988 Version). This clause applies only if the delivery of data is required by this contract.

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles.

252.243-7001 Pricing of Contract Modifications.

3. The following additional special provisions are applicable to this contract:

A. SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on a Government installation, Seller shall (a) conform to the specific safety requirements contained in the Contract, and (b) for those related activities not directly addressed by this Contract, conform to the applicable safety rules prescribed by the Government installation, and (c) take such additional precautions as Buyer or the Contracting Officer under Buyer's Government contract may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof. Buyer may, by written order, direct additional safety and accident standards as may be required under Buyer's Government contract and any adjustments resulting from such direction will be in accordance with the provisions of this Contract entitled "Changes."

B. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object damage/control.