



# Terms & Conditions:

## MODIFICATIONS TO GENERAL TERMS AND CONDITIONS C-17 PRIME CONTRACT F33657-95-D-2026

MD-1870-15 (3 AUG 99) REV

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### 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. If Form MDA-TA 26-858 is applicable to this procurement, the Government clauses set forth in Article 36 of said Form are hereby deleted and the provisions set forth in this document are inserted in lieu thereof.

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)). Buyer 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 Buyer under the prime contract.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. This clause applies only if this contract exceeds the FAR small purchase limitation. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. This clause applies only if this Contract exceeds \$100,000.

52.204-2 Security Requirements. "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

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 Buyer.

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.

52.215-27 Termination of Defined Benefit Pension Plans. This Clause applies to this contract if it meets the requirements of FAR 15.804-8(e).

52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB). This Clause applies to this contract if it meets the requirements of FAR 15.804-8(f).

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

52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan. In paragraph (c), "Contracting Officer" means Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business

concern.

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

52.220-4 Labor Surplus Area Subcontracting Program. This clause applies only if this contract exceeds \$500,000.

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

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.

52.223-3 Hazardous Material Identification and Material Safety Data. This clause applies only if Seller delivers hazardous material under this contract.

52.225-10 Duty-free Entry. This clause applies only if this contract identifies supplies to be afforded duty-free entry

or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

52.225-11 Restrictions on Certain Foreign Purchases.

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 Buyer. This clause applies only if this contract exceeds the FAR small purchase limitation.

52.227-10 Filing of Patent Applications — Classified Subject Matter.

52.227-11 Patent Rights - Retention by the Contractor (Short Form). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.244-6 Subcontracts for Commercial Items and Commercial Components.

52.245-2 Government Property.

52.245-18 Special Test Equipment.

52.246-23 Limitation of Liability.

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.

252.204-7000 Disclosure of Information. Seller will submit requests for authorization to release through Buyer.

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.

252.210-7003 Acquisition Streamlining. This clause applies only if this contract exceeds \$1 million.

252.225-7010 Duty-free Entry — Additional Provisions. This clause applies in addition to FAR 52.225-10. The following information is required to be furnished pursuant to this provision:

ACO Tim Nowicki

Activity Address DCMC

P.O. Box 22608

Long Beach, California 90801-5608

Activity Address Number DLA8DL

Prime Contract Number F33657-95-D-2026

Contract Dollar Value \$TBD

Prime Contract Expiration Date May 18, 1999

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

252.225-7026 Reporting of Contract Performance Outside the United States. This clause applies only if this contract exceeds \$100,000.

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.

252.227-7030 Technical Data — Withholding of Payment (OCT 1988 Version). "Government" and "Contracting Officer" mean Buyer. 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.

252.235.7003 and Alternate I, Frequency Authorization. This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which radio frequency authorization is required.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services. This clause applies only if this contract requires securing telecommunications.

252.243-7001 Pricing of Contract Modifications.

252.247-7023 Transportation of Supplies by Sea. This clause applies only if this contract exceeds the FAR small purchase limitation.

252.247-7024 Notification of Transportation of Supplies by Sea. "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer.

252.249-7001 Notification of Substantial Impact on Employment. This clause applies only if this contract is for \$500,000 or more.

252.249-7002 Notification of Proposed Program Termination or Reduction. This clause applies only if this contract is for \$500,000 or more.

3. If goods or services being procured under this contract are for commercial items and Clause 1086 is set forth in the purchase order, the foregoing Government clauses set forth in Sections 1. and 2. above are deleted and the following FAR and DFARS clauses are inserted in lieu thereof:

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.

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

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

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.

B. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

- a. All technical data pertaining to items, components, processes or computer software developed exclusively or in part at private expense (except for the categories of data in DFARS 252.227-7013(b)(1)) and which is deliverable or accessible to the Government under this contract, shall be delivered with Government Purpose License Rights (GPLR) as defined in DFARS 252.227-7013. Notwithstanding the above, the Government will not have the right to use any such data for competitive procurement. If any subcontractor refuses to supply these rights in technical data, the Seller shall forward the written refusal through the prime contractor to the Contracting Officer (CO) within 60 days of the refusal and supply the CO with all relevant information requested by the CO. The data rights pertaining to the data supplied by the subcontractor will be renegotiated by the Government and Buyer. In no event will the rights be less than Limited Rights as defined by DFARS 252.227-7013. This clause does not alter the data delivery requirement found elsewhere in this contract.
  
- b. For the purpose of this contract the definition of "developed" at DFARS 252.227-7013(a)(10) shall apply. Furthermore, no data or information collected through this contract shall be released by the Seller through publication, or in any other manner, except on specific authorization of the Contracting Officer.
  
- c. This special contract requirement is not intended to obligate the Seller to procure subcontractor technical data for items, components or processes which were previously developed at private expense (or the accompanying Government rights in that data) or computer software which was previously developed at private expense (or the accompanying Government rights in that computer software) unless specifically and contractually required and funded.

C. TEMPEST REQUIREMENTS

The Seller shall comply with and shall ensure that its subcontractors comply with the TEMPEST requirements when performing processing relating to this contract. No classified processing shall be accomplished without the specific written approval of the contracting officer. (S/NF) HQ USAF/SR letter 12 January 1990, TEMPEST Policy (u), NACSIM 5100A, NACSIM 5201, NACSIM5204 may be used as guidelines to meet



this requirement.

#### D. 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."

#### E. FOREIGN OBJECT DAMAGE/CONTROL

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