



Terms & Conditions:

MODIFICATIONS TO GENERAL TERMS AND CONDITIONS C-17 PRIME CONTRACT F33657-96-C-0788

MD-1870-21 (3 AUG 99) 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)). 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. This clause applies only if this contract exceeds \$100,000.

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.

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

52.210-5 New Material. Any notice will be given to Buyer 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 Buyer.

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.

52.215-2 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).

52.215-40 Notification of Ownership Changes.

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.

52.222-1 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.

52.244-6 Subcontracts for Commercial Items and Commercial Components.

52.245-2 Government Property.

52.247-63 Preference for U.S.-Flag Air Carriers.

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.

252.204-7000 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.

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

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

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: Doris J. Hardridge

Activity Address: DCMC, MDC-Airlift & Tanker Programs

P.O. Box 22608

Long Beach, California 90801-5608

Activity Address Number: DLA8DL

Prime Contract Number: F34608-96-C-0788

Prime Contract Dollar Value: \$ TBD

Prime Contract Expiration Date: May 11, 1999

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

252.225-7025 Foreign Source Restrictions.

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

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.

252.249-7001 Notification of Substantial Impact on Employment. 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 special provisions are applicable to this contract:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to MDC 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. OZONE DEPLETING SUBSTANCES

The Seller shall notify the MDC purchasing Representative if any Class 1 Ozone Depleting Substances (ODS) are used or anticipated to be used in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process set forth in this Contract.

C. 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."

D. FOREIGN OBJECT DAMAGE/CONTROL

Seller shall establish and maintain systems and procedures necessary to provide a program of foreign object