



Terms & Conditions:

MODIFICATIONS TO GENERAL TERMS AND CONDITIONS - KC-10/KDC-10

MD-1870-25 (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. 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.

52.222-26 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.

52.225-10 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. The

blanks in Paragraph (f)(3) are completed as follows:

"UNITED STATES GOVERNMENT DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

52.228-5 Insurance - Work on a Government Installation. Unless otherwise stated in this Contract, the minimum amounts of insurance required shall be in accordance with FAR 28.307-2. The term "Contracting Officer" shall mean MDC's Authorized Purchasing Representative. This clause applies only if this contract exceeds \$25,000, requires more than the incidental performance of work on a Government installation within the United States, Its possession and Puerto Rico.

52.245-2 Government Property.

2. The following contract clauses are incorporated by reference from the Defense Federal Acquisition Regulation Supplement 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:

252.227-7015 Technical Data - Commercial Item (NOV 1995 Version). This clause applies only if the delivery of data is required by this contract.

3. Delete Article 32 from Form MD-1965 (MDA-TA 26-858) in its entirety.

4. Delete Article 30 from Form MD-1965 (MDA-TA 26-858) and substitute the following in lieu thereof:

30. SAFETY AND ACCIDENT PREVENTION

(a) In performing work under this Contract on a Government installation, Seller shall

(1) Conform to the specific safety requirements established by this Contract;

(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, MDC and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as MDC or the Contracting Officer under MDC's Government contract may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Seller shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) MDC may, by written notice to the Seller, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the article set forth in the General Terms and Conditions entitled "Changes"

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by MDC or the Contracting Officer, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

5. Add the following new Articles:

A. ADDITIONAL SECURITY PROVISION

The Contracting Officer may modify the Seller's responsibilities for security with respect to any work being performed hereunder within the confines of a military installation. Such modification shall be transmitted to the Seller through MDC by the Contracting Officer by written notice pursuant to the article set forth in the General Terms and Conditions entitled "Changes". If such notification would result in an increase or decrease in of security costs under this contract, an appropriate increase or decrease of the contract price shall be negotiated and evidenced by a change notice to this contract. The Seller agrees to include substantially the same provisions in all subcontracts hereunder involving access to a military installation.

B. RIGHTS IN MAINTENANCE DATA

Any information (data) generated within the maintenance collection system, shall be provided to the Government with unlimited rights in data. "Unlimited Rights" as used in this Article, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

C. RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL

(a) The Government shall have the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.

(b) The performance described in (a) above, will not constitute a breach and/or default of this contract by MDC or the Government.

D. HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

(a) In performing work under this contract on a Government installation, the Seller shall (1) Comply with the specific health and safety requirements established by this contract; (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract; (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of MDC, Seller and Government personnel performing or in any way coming in contact with the performance of this contract; and (4) Take such additional immediate precautions as the contracting officer or MDC may reasonably require for health and safety purposes.

(b) MDC or the Contracting Officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract pursuant to the changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by MDC, shall be grounds for termination of this contract in accordance with the article entitled "Termination for Default" set forth in the General Terms and Conditions of this contract.

E. MAINTENANCE COMPRESSION

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The Seller agrees that the maintenance schedules set forth in this contract or elsewhere may be compressed pursuant to Government direction. Changes in the cost of or time required for such compression shall be handled in accordance with the Changes clause set forth in the General Terms and Conditions of this contract.