

**MODIFICATIONS TO GENERAL TERMS AND CONDITIONS -
KC-10/KDC-10
CUSTOMER CONTRACT F34601-98-C-0125**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (FEB 1999).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (APR 1998). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.225-10 Duty-free Entry (APR 1984). 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. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

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 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.

252.225-7001 Buy American Act and Balance of Payment Program. (MAR 1998)

252.225-7012 Preference for Certain Domestic Commodities (SEP 1997).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998), Alternate I (MAR 1998).

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

3. The following prime contract special provisions apply to this purchase order:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

B. ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(2) Unless a specific waiver has been authorized, Air Force procurements:

(A) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process;

(B) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 1011, 1202, 1211, 1301, and 2402

(B) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, CFC-217, and the blends R-500, R-501, R-502, and R-503.

(C) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: NONE.

(5) To assist the Air Force in implementing this policy, Seller is required to notify Buyer if any Class I ODS not specifically listed above is required in the performance of this contract.

C. 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 an 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.

D. 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.

E. 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.

F. 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.

G. MAINTENANCE COMPRESSION

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.

H. 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.