

# GCC

## (Government Contract Clauses)

Published on: 9 MAY 2000
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### REVISION 1

Effective Date of Contract: **24 Feb 2000**  
 Contract Number: **F08635-00-0032**  
 Program: **Joint Direct Attack Munition (JDAM)**  
**Lot 4 Production**

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) and apply to the extent indicated. Unless otherwise noted, in the following clauses, "Contractor" and "Offeror" mean Seller. Clauses in this GCC may not be the most recent versions. The clauses and dates in this GCC are those in the prime contract.

FAR/DFARS CLAUSE	CLAUSE DESCRIPTION
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 85). This clause applies only if this contract exceeds \$100,000.
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 90). This clause applies only if this contract exceeds \$25,000. 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 (APR 91). This clause applies only if this contract exceeds \$100,000. Seller's signing of its offer, proposal or quotation shall constitute the certification required by this clause. In subparagraph (c)(4), "prime Contractor" shall mean Buyer.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 90). This clause applies only if this contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."
52.204-2	Security Requirements (APR 84). This clause applies only if this contract requires access to classified information. "Changes clause" shall mean the changes clause of this contract. "Government" shall mean Buyer or the Government.
52.210-5	New Material (APR 84). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer
52.212-8	Defense Priority and Allocation Requirements (SEP 90).
52.215-2	Audit and Records-Negotiation (OCT 95). This clause applies only if this contract exceeds the FAR simplified acquisition threshold and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data; or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
52.215-26	Integrity of Unit Prices (APR 1991)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 90)
52.222-26	Equal Opportunity (APR 84) [subparagraphs (b)(1) through (11)].
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (APR 84). This clause applies only if this contract is for \$10,000 or more.
52.222-36	Affirmative Action for Workers with Disabilities. (APR 84). This clause applies only if this contract exceeds \$10,000.
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 88).
52.225-10	Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or 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 blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, 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-A and any required duty-free entry certificates."
52.225-11	Restrictions on Certain Foreign Purchases (MAY 92). "Contracting Officer" shall mean Buyer.
52.227-1	Authorization and Consent (JUL 95).

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (APR 84). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean Buyer.
52.242-15	Stop Work Order (AUG 89). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The "Termination for Convenience" clause shall refer to the Termination for Convenience clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 95).
52.245-2	Government Property (Fixed Price Contracts) (DEC 89). "Government" shall mean Government or Buyer throughout except the first time it appears in paragraph (f).
252.204-7000	Disclosure of Information (DEC 91). Seller will submit requests for authorization to re-release through Buyer.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (DEC 91). This clause applies only if an item being purchased contains precious metals. "Contractor" is not changed in paragraph (d).
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives.
252.223-7003	Change in Place of Performance—Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies.
252.223-7006	Prohibition on Storage and Disposition of Toxic and Hazardous Materials (APR 93). This clause applies only if this contract requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.
252.225-7001	Buy American Act And Balance Of Payments Program (JAN 94). If this clause is applicable, it supersedes the FAR 52.225-3 and 52.225-7 clauses.
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 91). This clause applies only if DFARS 252.225-7001 is applicable.
252.225-7010	Duty -Free Entry—Additional Provisions (DEC 91). This clause applies only if FAR 52.225-10 is applicable. Seller shall request needed information from Buyer.
252.225-7014	Preference for Domestic Specialty Metals (DEC 91). This clause applies only if the goods contain specialty metal(s).
252.225-7014	ALT I - Preference for Domestic Specialty Metals (DEC 91).
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 91). "Contracting Officer" shall mean Buyer. This clause applies only if the product furnished under this contract contains Polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).
252.225-7025	Foreign Source Restrictions (APR 93). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.
252.227-7013	Rights in Technical Data-Noncommercial Items (NOV 95). This clause applies only if the delivery of data is required for non-commercial items under this contract.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95). This clause applies only if non-commercial computer software or non-commercial computer documentation may be originated, developed, or delivered under this contract.
252.227-7016	Rights in Bid or Proposal Information (JUN 95). This clause applies only if DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, or DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, applies.
252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 95). This clause applies only if DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, applies.
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 88). 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 88). This clause applies only if the delivery of data is required by this contract. "Contracting Officer" and "Government" shall mean Buyer.
252.227-7036	Declaration of Technical Data Conformity (JAN 97). This clause applies only if the delivery of data is required by this contract.
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 99). This clause applies only if DFARS 252.227-7013, Rights in Technical data-Noncommercial Items, applies.
252.235-7003	Frequency Authorization (DEC 91). This clause applies only if this contract involves developing, producing, testing, or operating a device requiring radio frequency authorization.
252.235-7003	ALT I - Frequency Authorization (DEC 91).
252.246-7001	Warranty of Data (DEC 91). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
252.247-7023	Transportation of Supplies by Sea (NOV 95). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. In the first sentence of paragraph (c), "45 days" is changed to "60 days."
252.249-7002	Notification of Anticipated Contract Termination or Reduction (DEC 96). This clause applies only if this contract exceeds \$500,000. In paragraph (c), "two weeks" is changed to "10 days."

REVISION TABLE

Revision Number	Original Issue Date	Revision Date	Remarks
1	7 Mar 2000	9 May 2000	