

GCC

(Government Contract Clauses)

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Effective Date of Contract: 17 Nov 1997
Contract Number: F33615-97-D-1155
Program: Weapon System Software Technology Support (WSSTS)

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 95). This clause applies only if this contract exceeds \$100,000.
52.203-7	Anti-Kickback Procedures (JUL 95) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Buyer may withhold from 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.
52.203-8	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 (JAN 97). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. 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 (JUN 97). This clause applies only if this contract exceeds \$100,000.
52.204-2	Security Requirements (AUG 96). 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.
52.211-5	New Material (MAY 95). "Contracting Officer" shall mean Buyer. Any notice will be given to Buyer rather than the Contracting Officer
52.211-15	Defense Priority and Allocation Requirements (SEP 90).
52.215-2	Audit and Records-Negotiation (AUG 96). 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 (JAN 97) (excluding Para. (c)).
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 97).
52.222-20	Walsh-Healey Public Contracts Act (DEC 96). This clause applies only if this contract exceeds \$10,000.
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).
52.223-2	Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97). This clause applies only if hazardous material will be delivered.
52.223-11	Ozone-Depleting Substances (JUN 96).
52.223-14	Toxic Chemical Release Reporting (OCT 96) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
52.225-11	Restrictions on Certain Foreign Purchases (OCT 96). "Contracting Officer" shall mean Buyer.
52.227-1	Authorization and Consent (APR 84).
52.227-1	ALT I - Authorization and Consent (APR 84).
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). 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.

52.227-10	Filing of Patent Applications – Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.
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.
52.244-5	Competition in Subcontracting (DEC 96).
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).
52.246-23	Limitation of Liability (FEB 97).
252.203-7001	Special Prohibition on Employment (JUN 97) [excluding paragraph (g)]. This clause applies only if this contract exceeds the FAR simplified acquisition threshold. "Contractor" is not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.
252.204-7000	Disclosure of Information (DEC 91). Seller will submit requests for authorization to re-release through Buyer.
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate – Range Nuclear Forces (INF) Treaty (NOV 95). This clause applies only if this contract exceeds the FAR simplified acquisition threshold.
252.223-7001	Hazard Warning Labels (DEC 91). This clause applies only if Seller delivers hazardous material under this contract.
252.225-7012	Preference for Certain Domestic Commodities (SEP 97). This clause applies only if this contract is for \$10,000 or more.
252.225-7014	Preference for Domestic Specialty Metals (FEB 97). This clause applies only if the goods contain specialty metal(s).
252.225-7014	ALT 1 - Preference for Domestic Specialty Metal (FEB 97).
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 97). This clause applies only if an item contains a ball or roller bearing.
252.225-7025	Restriction on Acquisition of Forgings (JUN 97). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.
252.225-7026	Reporting of Contract Performance Outside the United States (NOV 95). This clause applies only if the contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
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 (NOV 95). This clause applies only if DFARS 252.227-7013, Rights in Technical data-Noncommercial Items, applies.
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."
252.247-7024	Notification of Transportation of Supplies by Sea (NOV 95). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.

REVISION TABLE

Revision Number	Original Issue Date	Revision Date	Remarks