

GCC

(Government Contract Clauses)

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Effective Date of Contract: 4 Aug 2000
Sub-Contract Number: 00-S441-42-01-C1
Subcontractor: McDonnell Douglas Corporation,
a wholly owned subsidiary of The Boeing Company
Prime Contract Number: F33615-98-C-2807
Prime Contractor: Universal Technology Corporation
Program: Research Order 42

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.
52.211-15	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.
52.215-14	Integrity of Unit Prices (OCT 97) (excluding paragraph (b)). This clause applies only if this contract exceeds the FAR simplified acquisition threshold or is not for construction or architect-engineer services under FAR Part 36, utility services under FAR Part 41, services where supplies are not required, commercial items, and petroleum products.
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 97).
52.222-1	Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
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)].
52.222-36	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 (APR 98).
52.223-2	Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
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 (JUL 95).
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.
52.245-2	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.
252.225-7016	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 (MAR 98). 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.
252.227-7030	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.

REVISION TABLE

Revision Number	Original Issue Date	Revision Date	Remarks
	8 Nov 2000		