

GCC

(Government Contract Clauses)

Published on: 12 Nov 1999
By: St. Louis SM&P Legal
Do not modify this document without permission from Boeing-St. Louis SM&P Legal.

Effective Date of Contract: 1 Oct 1998
Contract Number: F33600-99-C-0014
Program: F-15
Air National Guard Training Services

Pursuant to SPOC 8010 of the contract, 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. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

There may be FARS and DFARS listed on this GCC that are not the most recent versions. However, each clause and date reflected on this GCC are contained in the signed prime contract and flowdown.

FAR/DFARS CLAUSE	DESCRIPTION
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 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.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 97). 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 (AUG 96). This clause applies only if this contract requires access to classified information. "Changes clause" means 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.
52.215-10	Price Reduction For Defective Cost Or Pricing Data (OCT 97). This clause applies only if this contract exceeds \$500,000 and certified cost and pricing is required. In subdivision (3) of paragraph (a), insert "of this contract" after "price or cost." In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (C)(2)(ii)(B), "Government" shall mean "Government or Buyer."
52.215-15	Termination of Define Benefit Pension Plans (OCT 97)
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (OCT 97). This clause applies only if certified cost or pricing data is required or preaward or post-award cost determinations are subject to FAR Subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer and Seller's cognizant ACO.
52.215-19	Notification of Ownership Changes (OCT 97).
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 97). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
52.219-8	Utilization of Small Business Concerns (JUN 99). This clause is applicable if this contract exceeds the FAR simplified acquisition threshold.
52.222-1	Notice to the Government of Labor Disputes (FEB 97). "Contracting Officer" shall mean Buyer.
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 98). 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 (APR 1998)
52.223-2	Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
52.225-11	Restrictions on Certain Foreign Purchases (OCT 96). "Contracting Officer" means Buyer.
52.227-1	Authorization and Consent (JUL 95).
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.
52.228-5	Insurance - Work on Government Installation (JAN 97). This clause applies only if this contract exceeds the FAR simplified acquisition threshold and applies only if work is to be done on a Government installation.
52.230-2	Cost Accounting Standards (APR 98) [excluding paragraph (b)]. This clause applies only if Seller is subject to Cost Accounting Standards (CAS) and if this contract exceeds \$500,000.
52.230-6	Administration of Cost Accounting Standards (APR 96). This clause applies only if FAR 52.230-2 or –3 is contained in the prime contract. Add "Buyer and the" before "Contracting Officer" in paragraph (e).
52.246-25	Limitation of Liability - Services. (FEB 97).
52.248-1	Value Engineering (MAR 89). [excluding paragraph (f)]. This clause applies if this contract is for \$100,000 or more. This clause applies if identified as applicable and share percentages are stated elsewhere in this order. "Contracting Officer" shall mean Buyer. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.
252.203-7001	Special Prohibition on Employment (JUN 97). [excluding paragraph (g)] . This clause applies only if this contract exceeds the simplified acquisition threshold. "Contractor" and "contract" are 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 and "Contracting Officer" shall mean Contracting Officer.
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.
252.225-7012	Preference for Certain Domestic Commodities. (SEP 97). This clause applies only if this contract exceeds \$10,000.
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.
252.247-7023	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."

REVISION TABLE

Revision Number	Original Issue Date	Revision Date	Remarks
	12 Nov 1999		