

GCC

(Government Contract Clauses)

Published on: 10 May 2000
By: St. Louis SM&P Legal
Do not modify this document without permission from Boeing-St. Louis SM&P Legal.

REVISION 1

Effective Date of Contract: **1 Jun 1999**
 Contract Number: **F33657-99-C-2008**
 Program: **F-15E Suite 4E Plus**
Phase I, Operational Flight Program

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.

FAR/DFARS CLAUSE	DESCRIPTION
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 95). This clause applies only if the 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 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. 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.
52.211-5	Material Requirements (OCT 97). "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.
52.215-14	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.
52.215-14	Alternate I (OCT 1997)
52.219-8	Utilization of Small Business Concerns (MAR 1999)
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 (FEB 99) [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. (JUN 98). 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 99). This clause applies only if this contract is for \$10,000 or more.
52.223-2	Clean Air and Water (APR 84). This clause applies only if this contract exceeds \$100,000.
52.223-11	Ozone-Depleting Substances (JUN 96)
52.225-11	Restrictions on Certain Foreign Purchases (AUG 98). "Contracting Officer" means Buyer.
52.227-1	Authorization and Consent (JUL 95).
52.227-1	Alternate 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.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (DEC 94).
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 should refer to the Termination for Convenience clause of this contract. "Contracting Officer" and "Government" shall mean Buyer.
52.242-15	Alternate I (APR 84)
52.244-5	Competition in Subcontracting (DEC 96).
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 98).
52.246-24	Limitation of Liability, High Value Items (FEB 97). "Government's" means "Government's" or "Buyer's" in paragraph (e) and if this contract exceeds the FAR simplified acquisition threshold.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (MAR 99). [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."
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.
252.211-7000	Acquisition Streamlining (DEC 91). This clause applies only if this contract exceeds \$1 million.
252.225-7010	Duty-Free Entry – Additional Provisions (MAR 98). This clause applies only if FAR 52.225-10 is applicable. Seller shall request needed information from Buyer.
252.225-7012	Preference for Certain Domestic Commodities. (MAY 99). This clause applies only if this contract exceeds the FAR simplified acquisition threshold
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (AUG 98). This clause applies only if an item contains a ball or roller bearing.
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.
252.227-7013	Alternate I (JUN 95) Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 95). This clause applies only if the delivery of 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.
252.227-7030	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.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services (DEC 91). This clause applies only if this contract requires securing telecommunications.
252.242-7005	Cost/Schedule Status Report (MAR 98). This clause applies only if this contract is more than 12 months in duration and is other than firm-fixed-price.
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.
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
	20 Oct 1999		
1		10 My 2000	