

GCC

(Government Contract Clauses)

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REVISION 2

Effective Date of Contract: **2 Mar 1998**

Contract Number: **F33657-97-C-0027**

Program: **F-15E Integration of Fighter Data Link (FDL)**

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	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.
52.203-11	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 1990). 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" shall mean 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.
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
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)].
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) This clause applies only if this contract is for \$10,000 or more.

52.222-36	Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$10,000.
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
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 (OCT 1996). "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.
52.242-15	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.
52.244-5	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 or Buyer" shall mean Government throughout except the first time it appears in paragraph (f).
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.
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.
252.204-7000	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.
252.223-7006	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 (FEB 1997)
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 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. "A withholding amount of five percent (5%) of the price of the technical data at issues, or \$50,000, whichever is greater, is hereby designated in lieu of the ten percent (10%) specified in the above clause."
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.
252.235-7003	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	Alternate I (DEC 91) Frequency Authorization

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
	16 Nov 1999		
1		6 Apr 2000	P00007 added FAR 52.204-2
2		9 May 2000	