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(Government Contract Clauses)

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Effective Date of Contract: 16 Dec 1999
Contract Number: N00019-99-C-0003
Program: MA-31
Russian Target Missile

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 |
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| 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. |
| 52.203-12 | 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" shall mean the changes clause of this contract. "Government" shall mean Buyer or the Government. |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 95). |
| 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. |
| 52.215-2 | Alternate III (JAN 1997) |
| 52.215-10 | Price Reduction For Defective Cost Or Pricing Data (OCT 97). This clause applies only if this contract is for \$500,000 or more 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. |
| 52.215-11 | Price Reduction For Defective Cost Or Pricing Data-Modifications (OCT 97). This clause applies only if the original order was competitive, Certified Cost and Pricing Data is required for the modification and if this contract is for \$500,000 or more. "Contracting Officer" shall mean Contracting Officer or Buyer. In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" shall mean Government" or "Buyer. In Paragraph (e), "United States" shall mean United States or Buyer. |
| 52.215-12 | Subcontractor Cost Or Pricing Data (OCT 97). This clause applies only if this contract is for \$500,000 or more. The certificate required by paragraph (b) is that set forth in FAR 15.403-4, substituting Buyer's name for "Contracting Officer." |

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| 52.215-13 | Subcontractor Cost or Pricing Data – Modifications (OCT 97). This clause applies only if the original order was competitive and this contract is for \$500,000 or more. The certificate required by paragraph (b) is that set forth in FAR 15.403-4, substituting Buyer's name for "Contracting Officer." |
| 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 | ALT I Integrity of Unit Prices (OCT 97). |
| 52.215-15 | Pension Adjustments and Asset Reversions (DEC 98). |
| 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). |
| 52.222-1 | 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 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 (APR 1998). |
| 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). |
| 52.225-10 | Duty-Free Entry (APR 84). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C.1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501-A and any required duty-free entry certificates." |
| 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. |
| 52.230-2 | 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 is for \$500,000 or more. |
| 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). |
| 52.232-16 | Progress Payments (JUL 91). |
| 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. |
| 52.245-2 | Government Property (Fixed Price Contracts) (DEC 89). "Government" shall mean Government or Buyer throughout except the first time it appears in paragraph (f). |
| 52.245-2 | ALT I Government Property (Fixed Price Contracts) (Deviation) (APR 1984). |
| 52.245-17 | Special Tooling (APR 84). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller. |
| 52.245-18 | Special Test Equipment (FEB 93). This clause applies only if test equipment is acquired or furnished by the Government and to be retained for use by the Seller. Change "30 days" to "45 days" in paragraphs (b) and (c). |
| 52.246-24 | Limitation of Liability, High Value Items (FEB 97). This clause applies only if this contract exceeds the FAR simplified acquisition threshold. In paragraph (e), "Government's" shall mean Government's or Buyer's. |
| 52.247-63 | Preference for U.S.-Flag Air Carriers (JAN 97). This clause applies only if this contract may involve international air transportation. |
| 52.247-64 | Preference for Privately Owned U.S. Flag Commercial Vessels (JUN 97). This clause applies if this contract exceeds the FAR Simplified Acquisition Threshold. In subparagraph (c)(2), "20" and "30" are changed to "10" and "20" respectively. |

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| 52.248-1 | Value Engineering (MAR 89) [excluding paragraph (f)]. This clause applies if this contract is for \$100,000 or more. 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 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. |
| 252.211-7000 | Acquisition Streamlining (DEC 91). This clause applies only if this contract is for \$1 million or more. |
| 252.223-7001 | Hazard Warning Labels (DEC 91). This clause applies only if Seller delivers hazardous material under this contract. |
| 252.223-7002 | Safety Precautions for Ammunition and Explosives (MAY 94). This clause applies only if this contract involves ammunition or explosives. |
| 252.223-7003 | Change in Place of Performance – Ammunition and Explosives (DEC 91). This clause applies only if DFARS 252.223-7002 applies. |
| 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. |
| 252.225-7001 | Buy American Act And Balance Of Payments Program (MAR 98). If this clause is applicable, it supersedes the FAR 52.225-3 and 52.225-7 clauses. |
| 252.225-7009 | Duty-Free Entry-Qualifying Country Supplies (End Products and Components) (MAR 98). Seller shall request needed information from Buyer. |
| 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. |
| 252.225-7016 | 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. |
| 252.225-7043 | Anti-terrorism/Force Protection Policy for Defense Contractors Outside United States (JUN 98). |
| 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. |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions (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. |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software (APR 88). This clause applies only if the delivery of data is required or if computer software may be originated, developed, or delivered under this contract. |
| 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. In paragraph (a) of the DFARS 252.227-7030 clause, "ten percent (10%) is reduced to "one percent (1%)." |
| 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. |
| 252.232-7004 | DoD Progress Payment Rates (FEB 96). |
| 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." |

Additional Comments:

REVISION TABLE

| Revision Number | Original Issue Date | Revision Date | Remarks |
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