

DISTRIBUTION LIMITED TO BOEING EMPLOYEES UNLESS AUTHORIZED BY CONTRACTS & RISK MANAGEMENT (C&RM), CONTRACT GOVERNANCE.

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**SUPPLIER MANAGEMENT
PRIME CONTRACT SUMMARY
The Boeing Company**

Issue Date of PCS: August 28, 2024
Program Name: GEDMS Spares
Prime Contract/Order Number: N00104-24-P-UC87
Customer: NAVSUP
Administered by: DCMA SOUTHERN CALIFORNIA
Contract Type: Firm Fixed Price
Prime Contract Funding: Fully Funded
Boeing Contract Representative: Cohen-Jr., Martyn
PCS Prepared By: Cremer, Christopher A.
Prime Contract Reviewed by CRM: Yes

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General:

This Prime Contract Summary (PCS) sets forth the required Special and General Provisions of the prime contract. Unless otherwise noted in the body of the PCS, references to "Clause" or "Clauses" refer to the terms and conditions in the Boeing Defense, Space and Security (BD) Common Terms and Conditions. Procurement agents should review the BDS Common Clauses for possible inclusion in their purchase contracts (See the [Enterprise Contracting Notebook \(ECN\)](#) on the [Supply Chain Resource Portal](#) for the use of these clauses). **The PCS does not provide an exhaustive list of prime contract requirements of interest to procurement agents.**

Procurement agents should obtain, as necessary and from the responsible organizations, other prime contract requirements such as, but not limited to, deliverable data, prime contract warranty requirements, technical requirements, quality, schedule, configuration control, and logistics support. In the event a prime contract flow down requires the supplier to submit documentation or report information to Boeing or the customer, the submitted information/documentation should be sent to the Boeing Contract Representative.

For ET&T procurements, refer to the corresponding ET&T PRO/processes for additional information and guidance.

If a link to a clause threshold is included in any of the guidance below, the PA is required to review the reference to confirm the applicable threshold in effect as of the date of subcontract award. The guidance includes the threshold in effect as of the date of PCS creation, but the threshold could change from date of prime award and date subcontract award.

1. Purchase Contract Terms and Conditions

The general provisions of this contract consist of selected FAR provisions, Government agency clauses (DFARS/NFS/NRO/etc.) and special provisions. Incorporate the appropriate GP-series General Provisions. Incorporate clause H202 to incorporate the Customer Contract Requirements (CCR) (After 9/9/22. H202 is automatically included in eRFQs and Purchase Contracts in the procurement system. If not automatically added to the solicitation or contract, include clause H202). In addition, incorporate clause H203 in PCs for commercial products or commercial services as defined in FAR Part 2. The GP-series General Provisions and the CCR meet customer contract requirements except as may otherwise be noted below. (NOTE: If required, include clause H900 in accordance with the clause-applicability statement for H900.)

2. Advance Notification and/or Consent to Issue

The prime contract does not incorporate a Subcontracts Clause. Therefore, there are no requirements for Advance Notification and/or Consent to Issue.

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3. Intellectual Property Provisions

3.1 Patent Rights

The prime contract does not include a patent-rights clause and there are no patent reporting requirements.

3.2 Data Rights

The data rights provisions in this prime contract are included in the general terms and conditions, in Customer Contract Requirements or are specified in this PCS.

4. Certifications

4.1 Truth in Negotiations Act (TINA)

There is no requirement under the prime to comply with TINA.

4.2 Cost Accounting Standards

There is no requirement under the prime contract to comply with Cost Accounting Standards.

4.3 Combating Trafficking in Persons

The prime contract includes FAR 52.222-50, Combating Trafficking in Persons. Include clause A717 and [X37101](#) CERTIFICATION REGARDING COMBATING TRAFFICKING IN PERSONS in all solicitations that are (i) expected to exceed **\$550,000** and (ii) for supplies/services to be acquired/performed outside the United States (except for commercially available off-the-shelf-items). **NOTE: [X37101](#) is required PRIOR TO AWARD.** If the Supplier returns a completed [X37101](#) with their proposal and is subsequently awarded the contract, the certification is required to be updated annually, throughout the performance period of the contract via Boeing's On-Line Annual Representations and Certifications in SPVR. If the completed [X37101](#) indicates the Supplier has not certified to the implementation of a compliance plan to prevent prohibited activities, or has identified abuses relating to prohibited activity, the procurement agent should contact SC Human Trafficking for additional guidance.

5. Socio-Economic

5.1 Subcontracting Plan Certification

The prime contract does not include FAR 52.219-9 or DFARS 252.219-7004; therefore, suppliers are not required to adopt (have) Small Business Subcontracting Plans or to submit [X31162s](#).

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5.2 Equal Opportunity

The prime contract contains FAR 52.222-26, Equal Opportunity. Procurement agents shall comply with their local site requirements regarding the certification required by this FAR clause prior to issuing a purchase contract. Refer to [POL-2](#) and [PRO-6933](#) for further information and guidance.

5.3 Small Business Information

In order to assure that the company receives full credit for small business and labor surplus area participation, include Clause A012 in all RFQ's issued under this prime contract.

6. Government Property

Reserved.

7. Foreign Procurements

7.1 Duty-Free Entry

This prime contract includes the provisions of DoD FAR Supplement 252.225-7013, Duty-Free Entry. In a subcontract issued to any qualifying country, or a subcontract issued to a non-qualifying country where the estimated duty will exceed \$200.00 per unit, notify the administrative contracting officer immediately upon issuance of the purchase order/contract and include in this notice the following information: (1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code; (2) Prime contract number and, if applicable, delivery order number; (3) Total dollar value of the prime contract or delivery order; (4) Date of the last scheduled delivery under the prime contract or delivery order; (5) Foreign supplier's name and address; (6) Number of the subcontract for foreign supplies; (7) Total dollar value of the subcontract for foreign supplies; (8) Date of the last scheduled delivery under the subcontract for foreign supplies; (9) List of items purchased; (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than-- (i) Scrap or salvage; or (ii) Competitive sale made, directed, or authorized by the Contracting Officer; (11) Qualifying country of origin; and (12) Scheduled delivery date(s).

Consult Procedure [PRO-6630](#) and [BPI-6737](#) for information and guidance. The qualifying countries are Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Latvia, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

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7.2 Qualifying Country Sources as Subcontractors

The prime contract contains the DoD FAR Supplement 252.225-7002, which prohibits the company from precluding foreign companies located in qualifying countries from competing for subcontracts. Therefore, buyers shall not preclude foreign companies from qualifying countries from competing with U.S. firms for any subcontract issued under this prime contract. As used herein, the term "Qualifying Countries" means: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Latvia, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

8. Contract Financing

Reserved.

9. Security and Classified Data

9.1 Security Classification

The prime contract may require the procurement of classified items. Comply with the Corporate Security Manual. Refer to [PRO-1877](#) for further information and guidance.

10. Commercial Products and Commercial Services and Commercial Components

The prime contract includes FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services. If the goods purchased under the contract qualify as a commercial product or commercial service in accordance with [PRO-4605](#), include clause H203 in the purchase contract.

11. Other Customer Contract Requirements

11.1 Acquisition Restriction Clauses

The prime contract or clause H202 incorporates 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. Contractors and suppliers are prohibited from providing any Kaspersky Lab covered article in the development of data or deliverables first produced in the performance of the contract. "Kaspersky Lab Covered article" means any hardware, software, or service that (1) Is developed or provided by a Kaspersky Lab covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity. "Kaspersky Lab Covered entity" means (1) Kaspersky Lab; (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky"; (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or (4) Any entity of which Kaspersky Lab has a majority ownership. If a supplier notifies the PA that they will be using Kaspersky Lab covered articles, they are required to report certain information to Boeing. Once received, provide the reported information to the Boeing Contracts Representative.

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The prime contract or clause H202 incorporates FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. After August 13, 2019, contractors and suppliers are prohibited from providing to the Government any equipment, system, or service that uses “covered” telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of the clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#). After August 13, 2020 a contractor is prohibited from using “covered” telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of the clause applies or the covered telecommunications equipment or services are covered by a waiver in FAR [4.2104](#). This prohibition applies to use of telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. If a supplier notifies the PA that they will be providing this type of telecommunications, video surveillance, or equipment, they are required to report certain information to Boeing. Once received, provide the reported information to the Contracts Representative.

The prime contract or clause H202 incorporates 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. This clause requires that Boeing not provide to the Government any equipment, system, or service to carry out “covered missions” that uses “covered” defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement [204.2104](#). If a supplier notifies the PA that they have identified covered defense telecommunications equipment or services used as a substantial or essential component of any system during contract performance, they are required to report certain information to Boeing. Once received, provide the reported information to the Contracts Representative.

The prime contract or clause H202 incorporates 252.225-7001 Buy American and Balance of Payments Program. This clause requires the supplier to deliver only domestic end products unless its proposal specifies delivery of other end products. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than domestic or requests a change in that designation during contract performance.

The prime contract or clause H202 incorporates 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies. This clause requires that “any items covered by the United States Munitions List or the 600 series of the Commerce Control List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.” Buyers should not award subcontracts to Communist Chinese military companies. Buyers should notify the Contract Representative if a supplier indicates that it will be subcontracting with a Communist Chinese military company.

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The prime contract or clause H202 incorporates 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. This clause requires that “except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.” Buyers should notify the Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause.

The prime contract or clause H202 incorporates 252.225-7011 Restriction on Acquisition of Acquisition of Supercomputers. This clause requires that “supercomputers delivered under this contract shall be manufactured in the United States or its outlying areas.” Buyers should award subcontracts for supercomputers to suppliers that provide supercomputers that are manufactured in the United States or its outlying areas.

The prime contract or clause H202 incorporates 252.225-7012 Preference for Certain Domestic Commodities. This clause requires that a wide variety of commodities (e.g., food, tents and structural components of tents, spun silk yarn for cartridge cloth, wool, etc.) delivered under this contract, “either as end products or components, . . . have been grown, reprocessed, reused, or produced in the United States.” Buyers should notify the Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements of this clause.

The prime contract or clause H202 incorporates 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. This clause requires that “hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.” Buyers should award subcontracts for hand or measuring tools to suppliers that provide hand or measuring tools that are manufactured in the United States or its outlying areas. If hand or measuring tools are components of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract or clause H202 incorporates 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. This clause requires that all ball and roller bearings and roller bearing components delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States, its outlying areas, or Canada. This restriction does not apply to ball or roller bearings that are acquired as: (1) Commercial components of an other than commercial end product; or (2) Commercial or other than commercial components of a commercial component of a noncommercial end product. If ball or roller bearings are components of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract or clause H202 incorporates 252.225-7025 Restriction on Acquisition of Forgings. This clause requires that “end products and their components delivered under this contract shall contain forging items that of domestic manufacture only.” “Domestic manufacture “means “manufactured in the United States, its outlying areas, or Canada.” Buyers should award subcontracts for forgings to suppliers that provide forgings that are manufactured in the United States, its outlying areas, or Canada. If forgings are a component of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

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The prime contract or clause H202 incorporates 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate. With a few exceptions, this clause requires that carbon, alloy, and armored steel plate delivered under this contract shall be melted and rolled in the United States or Canada. Buyers should award subcontracts for carbon, alloy, and armor steel plate to suppliers that provide carbon, alloy, and armor steel plate that rolled or melted in the United States or Canada. If carbon, alloy, and armor steel plate is a component of a procurement and the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract or clause H202 incorporates 252.225-7036 Buy American-Free Trade Agreements-Balance of Payment Programs. This requires the supplier to under this contract only domestic end products unless, in its proposal, it specified delivery of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products Moroccan end products, Panamanian end product, Peruvian end product or other foreign end products in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate provision of the solicitation. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than domestic or qualifying country end products or requests a change in that designation during contract performance.

The prime or clause H202 incorporates 252.225-7052, Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. This requires that the supplier shall not deliver any covered material as restricted by the clause. If the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

The prime contract or clause H202 incorporates 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015). The clause provides that Boeing shall not provide or use in the performance of the contract (1) an unmanned aircraft system (UAS), or any related services or equipment, that (i) is manufactured in the People's Republic of China or an entity domiciled in the People's Republic of China, (ii) uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or an entity domiciled in the People's Republic of Chain; (iii) uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or (iv) uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or (2) a system for the detection or identification of a UAS, or any related services or equipment that is manufactured (i) in the People's Republic of China; or (ii) by an entity domiciled in the People's Republic of China. If a supplier notifies the PA that they cannot comply with the clause, contact the Boeing Contracts Representative.

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The prime contract incorporates 252.225-7021 Trade Agreements. This clause requires the supplier to deliver under this contract only U.S. made, qualifying country, or designated country end products unless, in its proposal, it specified delivery of other no designated country end products and the government determines that Offers of U.S.-made end products or qualifying, designated, Caribbean Basin, or Free Trade Agreement country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or a national interest waiver has been granted. The buyer should notify the Contract Representative if the supplier designates their deliverables as other than U.S. made, qualifying country, or designated country or requests a change in that designation during contract performance.

The prime incorporates 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. This clause requires that the Boeing and a supplier shall not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the US Government or have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury. If a supplier indicates it cannot or unwilling to comply with the requirements of this clause, buyer should notify the Contract Representative.

The prime contract incorporates 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. This clause prohibits providing any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract. If a supplier notifies the PA that they cannot comply with the clause, contact the Boeing Contracts Representative.

11.2 Political Contributions, Fees, and Commissions

If the procurement is expected to have a value of \$500,000 or more, review the [Enterprise Contracting Notebook \(ECN\)](#) for assistance in determining whether clause H126 is applicable. See [BPI-639](#) for reporting requirements for political contributions, fees, and commissions.

11.3 Contractor Counterfeit Electronic Part Detection and Avoidance System

The prime contract or clause H202 incorporates 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System. If your PC/RFP includes a GP version dated 4/1/19 or earlier, incorporate clause H218 if the goods or services being procured are either electrical, electronic, or electro-mechanical (EEE) parts or components, or the goods or services contain any EEE parts or components. If the Buyer is unsure as to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Buyer should contact the appropriate IPT.

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11.4 252.246-7008 Sources of Electronic Parts

The prime contract or clause H202 includes 252.246-7008 Sources of Electronic Parts. This clause contains limitations on supplier selection and sourcing requirements. If the subcontract is for Electrical, Electronic, and Electro-mechanical (EEE) parts, see [BPI-617](#) for direction. If your PC/RFP includes a GP version dated 4/1/19 or earlier, incorporate clause H218 if the goods or services being procured are either electrical, electronic, or electro-mechanical (EEE) parts or components, or the goods or services contain any EEE parts or components. If the Buyer is unsure as to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Buyer should contact the appropriate IPT.

Additionally, the supplier of products or services that contain EEE parts is required to provide notification if (1) they obtain an electronic part from other than the Original Component Manufacturer (OCM), OCM Authorized Distributor, or Contractor-Approved Supplier, (2) they cannot confirm that an electronic part is new or previously unused and that it has not been comingled, or (3) a lower-tier supplier refuses to accept the flow down of this clause. Any notification(s) from the supplier shall be forwarded to the Contract Representative immediately upon receipt.

If the supplier requests modifications or otherwise objects to this clause, notify the Contract Representative immediately and follow the process identified in [BPI-6730](#) for addressing terms and conditions exceptions.

11.5 Packing, Marking, and Shipping

In the event a supplier will be directly shipping to the customer, please contact the program and Contracts and Pricing to establish and ensure the supplier complies with shipping, marking, and packing requirements included in the prime contract.

11.6 Royalties

The prime contract does not contain a royalties provision. Therefore, there are no requirements for royalty reporting.

11.7 End Use Certificate/Statement

For purposes of completing End Use Certificate/Statements, the following information regarding the ultimate end use country for deliverables under the Contract is provided:

- At the time of generating the PCS, the specific end use country is unknown. Please follow process for ultimate end use country identification found in Form [X31116](#).

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11.8 Prohibition on a ByteDance Covered Application

The prime contract or H202 includes FAR 52.204-27, Prohibition on a ByteDance Covered Application. This clause prohibits the use of TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited for any covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the contractor under a contract, including equipment provided by the contractor's employees, unless an exception is granted. FAR 52.204-27 has been flowed down in the CCR and requires the Procurement Agent to provide notice to the supplier if an exception in paragraph (b) has been granted by the Contracting Officer.

11.9 DFARS 252.204-7012 Safeguarding Covered Defense Information & Cyber Incident Reporting

The prime contract incorporates DFARS 252.204-7012 Safeguarding Covered Defense Information & Cyber Incident Reporting. If the Buyer is notified by a supplier of a cyber incident, the Buyer should immediately notify the B-CIRT and Supply Chain by sending an email to abuse@Boeing.com and SCCyberSecurity@Boeing.com, as well as coordinate with the Contract Representative.

11.10 NIST SP 800-171 DoD Assessment Requirements

The prime includes DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements. The clause provides that Boeing cannot award a subcontract or other contractual instrument unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the government. Include clause A001 in the RFP to request a copy of a bidder's assessment (A001 requires bidder to provide a copy to Information Security), and ensure a copy of the assessment is received per the requirements of 252.204-7020 prior to contract award. The clause has also been flowed down in the CCR.

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11.11 Item Identification and Valuation

The prime contract contains DFARS 252.211-7003, Item Identification and Valuation. This clause requires the supplier provide a unique item identifier (UID) in accordance with paragraph (c)(1) of the clause, and for any additional items specified in the prime (listed below or as an attachment to this PCS). If a supplier will be delivering any of the items listed below or in the attachment, Buyers are required to include BDS Clause M100 in the PC and create an Exhibit A, as outlined below.

Example of how to populate M100:

“Exhibit A

Item Identification and Valuation (UID Required)

The following items are subject to and Seller agrees to comply with the requirements of DFARS 252.211-7003. Item Identification and Valuation:

<i>PurchaseContract/Subline/Exhibit Line Item Number</i>	<i>Item Description</i>

(NOTE: Contracts has not provided Supplier Management with a complete list of items requiring a unique item identifier.)

If there are questions regarding UID applicability, please contact the Contract Representative.

11.12 Prohibition of Hexavalent Chromium

The prime contract incorporates 252.223-7008 Prohibition of Hexavalent Chromium. This clause prohibits the supplier from providing any deliverable or construction material that (i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or (ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material. This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes. If a supplier notifies the buyer that they cannot comply with the requirements of this clause, the buyer should contact the Contracts Representative to determine if a waiver or exemption currently exists for that supplier and product, or if one must be requested from the Contracting Officer.