

SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY

The Boeing Company

Issue Date of PCS: 10/27/2022

Program Name: AMS P-8A Poseidon

Prime Contract/Order Number: N00383-21-P-F253

Customer: DoD – Navy

Prime Contract Type: FAR 15 – USG Prime Contract

Prime Contract Funding: Fully Funded

Boeing Contract Representative: Johnson, Brian

PCS Prepared By: Cremer, Christopher A.

Prime Contract Reviewed by CRM: Yes

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). In addition, incorporate clause H203 in PCs for commercial items 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.

3. Intellectual Property Provisions

3.1 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 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

The prime contract incorporates FAR 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. The clause prohibits the company from issuing subcontracts in excess of the threshold specified in [FAR 9.405-2\(b\)](#) **on the date of subcontract award*** to subcontractors who are debarred, suspended, or proposed for debarment without giving notice, as set forth in FAR 52.209-6, signed by a corporate officer or designee, to the Government Contracting Officer. Procurement agents shall comply with their local site requirements regarding the certification required by this FAR clause. Contact the Procurement/Subcontract Advisor for further guidance if a supplier fails or refuses to execute the designated certification. Refer to [BPI-639](#) for further information and guidance.

*The dollar threshold for compliance with these requirements is currently \$35,000 (as of the date of prime contract award). However, since the threshold applicable depends on the date of subcontract award, the PA should check the threshold at the FAR reference above.

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. **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](#).

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](#) 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.

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 Items and Commercial Components

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

11. Other Customer Contract Requirements

11.1 Item Identification and Valuation

The prime contract contains DFARS 252.211-7003, Item Identification and Valuation. This provision requires a unique item identifier (UID) pursuant to the clause and for those items specified in Exhibit A to this PCS. Buyers are required to include BDS Clause M100 and the attached Exhibit A in their purchase contracts if any of the parts listed in the exhibit are being procured from the supplier.

Exhibit A

Item Identification and Valuation

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

The prime contract contains DFARS 252.211-7003, Item Identification and Valuation. This provision requires a unique item identifier (UID) pursuant to the clause for the items specified. Buyers are required to include BDS clause M100 in their purchase contracts if any of the specified parts requiring UID are being procured from the supplier.

(NOTE: Contracts has not yet provided Supplier Management with a list of items requiring a unique item identifier. Any parts requiring UID will be expressly defined as such in the purchase requisition information for those parts.)

11.2 Acquisition Restriction Clauses

The prime incorporates 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. Contractors and suppliers are prohibited from providing any covered article in the development of data or deliverables first produced in the performance of the contract. "Covered article" means any hardware, software, or service that (1) Is developed or provided by a covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a covered entity. "Covered entity" means (1) Kaspersky Lab; (2) Any successor entity to Kaspersky Lab; (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 covered articles, they are required to report certain information to Boeing. Once received, provide the reported information to the Boeing Contracts Representative.

The prime 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 incorporates FAR 52.225-1 Buy American - Supplies. This requires the supplier to deliver only domestic end products, except to the extent that it specified delivery of foreign end products in their proposal. The buyer should notify the Contract Representative if the supplier designates other than domestic end products in their proposal.

11.3 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.

11.4 Prime Contract Provisions Containing Relief for Boeing

For purposes of completing [Contract Risk Management Summary \(CRMS\)](#), the prime contract incorporates the following:

52.245-1 Government Property (JAN 2017)

11.5 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.

11.6 End Use Certificate/Statement

For purposes of filling out an End Use Certificate/Statements, Contracts has provided the following information regarding the ultimate end use country for deliverables under the Contract:

- USA

11.7 Cybersecurity Maturity Manual Model Certification Level Requirement

The prime includes DFARS 252.204-7021, Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement. The Procurement Agent is required to contact Supply Chain Regulatory Compliance (GRP SC Cybersecurity) for guidance on inclusion of the applicable requirements.