

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

Issue Date of PCS: May 17, 2013

Program Name: Circuit Card Assembly

Prime Contract/Order Number: SPRMM-13-C-YA51

Customer: DLA Maritime - Mechanicsburg

Prime Contract Type: FFP

DPAS Priority: DO-A3

Security Classification: None

Boeing Contract Administrator: Pam Fife

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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 this PCS, references herein to "Clause" or "Clauses" shall refer to the provisions set forth at <http://www.boeing.com/companyoffices/doingbiz/idscommon> . Procurement agents are required to review the optional use clauses and their corresponding procedures not referenced in this CB/PCS for possible inclusion in their purchase order (See the Clause Applicability Guide in the BDS Buyer's Guide [http://sm.ids.web.boeing.com/buyguide/ids\\_common/clause\\_app\\_guide.htm](http://sm.ids.web.boeing.com/buyguide/ids_common/clause_app_guide.htm) for the use of these clauses). Procurement agents are required to obtain from the responsible organizations the other flowdown requirements such as, but not necessarily limited to, patent rights, deliverable data, prime contract warranty requirements, technical, quality, schedule, configuration control, and logistics support.

## **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 and clause H900. 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, clause H900, and the CCR meet customer contract requirements except as may otherwise be noted below.

## **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 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 contract to obtain cost or pricing data or to otherwise comply with the requirements of TINA.

### **4.2 Cost Accounting Standards**

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

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

This 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 purchase orders of \$30,000 or more 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 [SMM 5.03.06](#) for further information and guidance.

## **5. Socio-Economic**

### **5.1 Subcontracting Plan Certification**

This prime contract incorporates FAR 52.219-9, Small Business Subcontracting Plan. Where the anticipated contract may exceed \$650,000 (\$1,500,000 for construction of a public facility) including firm options prices, the procurement agent must obtain a Small Business Subcontracting Plan or an X31162, Small Business Subcontracting Plan Certificate of Compliance, from the supplier indicating that the supplier is in full compliance with the requirements of FAR 52.219-9. Include clause A709 in the solicitation in order to obtain the required certification from the supplier prior to issuance of any purchase contract. Refer to Procedure PRO-5181 for further information and guidance. (If the prime contract includes FAR 52.244-6, the requirements of this paragraph are not applicable to procurements for commercial items as defined FAR Part 2.101.)

### **5.2 Affirmative Action**

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-5 and [SMM 5.03.06](#) 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. Foreign Procurements**

### **6.1 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, 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-6178 and [SMM 5.01.13](#) for information and guidance. The qualifying countries are Australia, Austria, Belgium, Canada, Denmark, Egypt, Federal Republic of Germany, Finland, France, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

## **6.2 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, Belgium, Canada, Denmark, Egypt, Federal Republic of Germany, France, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

## **7. Commercial Items and Commercial Components**

The prime contract includes FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. This provision deletes the flowdown requirement of all but a few FAR and DFARS clauses for subcontracts for commercial items or commercial components. If the buyer is going to procure commercial items, use Clause H203 in such orders. Refer to Procedure PRO-4605 for further information and guidance.

## **8. Other Customer Contract Requirements**

### **8.1 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 IDS 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. **(NOTE: Contracts has not yet provided Supplier Management with a list of items requiring a unique item identifier.)**

### **8.2 Specialty Metals**

The customer contract includes 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012).