

SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY

The Boeing Company

Issue Date of PCS: 10/27/2022

Program Name: Maritime Undersea (MU)

Prime Contract/Order Number: W904TE-22-C-2886

Customer: PEO EIS Technology Applications Office

Prime Contract Type: FAR 12 – USG Subcontract

Prime Contract Funding: Fully Funded

Boeing Contract Representative: Waite, Jessica

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 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 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.

4.4 Limitation on Payments to Influence Certain Federal Transactions

The prime contract contains FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions. This provision requires that certification pursuant to FAR 52.203-11, Certification and Disclosure Regarding to Influence Certain Federal Transactions, be included in all RFQ's expected to exceed the threshold specified in [FAR 3.808 on the date of subcontract award](#)* and that FAR 52.203-12 be included in all subcontracts that exceed the threshold specified in [FAR 3.808 on the date of subcontract award](#)*. This Certification, which is included in SP1 Representations and Certifications, states that the prospective subcontractor has not engaged in any of the prohibited activities set forth in these clauses except for those disclosed on OMB Standard Form LLL, Disclosure of Lobbying Activities. Refer to [PRO-1626](#) and [BPI-639](#) for further information and guidance.

*The dollar threshold for compliance with these requirements is currently \$150,000 (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.

4.5 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

This prime contract incorporates FAR 52.219-9, Small Business Subcontracting Plan. Where the anticipated contract may exceed the applicable threshold specified in [FAR 19.702\(a\)](#) **on the date of subcontract award*** 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.) (See Individual Subcontracting Plan, attached.)

*The dollar threshold for compliance with these requirements is currently \$750,000 (\$1,500,000 for construction of a public facility) (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.

Note: The prime contract includes DFARS 252.219-7003. Paragraph (e) of the clause requires that Boeing notify the ACO in writing of any substitution of small business firms it has specifically identified in its Individual Subcontracting Plan (ISP) with firms that are not small business firms. The ISP supporting this effort is attached to the PCS in PDF format. Click on this document to identify whether it specifically identifies small business firms. If the document does identify small business firms and a substitution is being made to one or more firms that are not small business firms, the procurement agent must notify the Boeing Contract Representative (CA) to facilitate compliance with the notification requirement to the ACO. If alternate small or diverse sources are needed, contact Supplier Diversity (Assigned BU Small Business Liaison Officer (SBLO)) for assistance.

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 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

Reserved.

11. Other Customer Contract Requirements

11.1 Economic Price Adjustment (EPA)

The customer contract includes the following EPA clause: 52.216-2 Economic Price Adjustment-Standard Supplies. The procurement agent should discuss with Contracts & Pricing the advisability of including this clause in appropriate purchase contracts.

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 incorporate 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 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 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 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 contract 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 contract incorporates 252.225-7999 Requirements for Products or Services from Central Asia, Pakistan, the South Caucasus or Afghanistan. This requires the supplier to provide only products and services from Central Asia, Pakistan, the South Caucasus or Afghanistan under this contract unless, in its proposal, the supplier specified it would provide products or services from other than products from Central Asia, Pakistan, the South Caucasus or Afghanistan. The buyer should notify the Contract Representative if the supplier designates otherwise 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)
- 52.245-9 Use and Charges (APR 2012)

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 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.

11.7 Royalties

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

11.8 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

11.9 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.