

# SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY

## The Boeing Company

Issue Date of PCS: December 9, 2021\*

Program Name: ARES F-22 IDIQ

Prime Contract/Order Number: ARES (FA8611-22-D-0001)

Customer: USAF (Lockheed Martin (LM))

Administered by: Lockheed Martin (DCMA Lockheed Martin Fort Worth)

Prime Contract Type: FAR 15 – USG subcontract (Prime is an LM IDIQ prime contract)

Prime Contract Funding: Funded at Order Level

Boeing Contract Representative: Laura Siepp

PCS Prepared By: Alex Smith

Prime Contract Reviewed by CRM: Yes

*\*PCS revised 06/03/2024 Christopher A. Cremer removed 5.2 Equal Opportunity & added 7.1 Duty-Free Entry*

*PCS revised 07/23/2024 Alex Smith updated Contracts Rep's last name.*

*PCS revised 01/17/24 by Alex Smith adding CSI List provided by Contracts (Laura Jarvis).*

*PCS/CCR revised 7/8/23 by Christopher Cremer to add 52.204-27*

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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 Common Terms and Conditions. Procurement agents should review the BDS Common Clauses for possible inclusion in their purchase contracts (See the Clause Applicability Guide in the BDS Buyer's Terms and Conditions Guide 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 incorporates FAR 52.244-2, Subcontracts (Jun 2020), WITHOUT Alternate I and paragraph (d) does not list any subcontracts requiring consent; therefore, there are no advance notification or consent requirements.

## **3. Intellectual Property Provisions**

### **3.1 Patent Rights**

The prime contract incorporates DFARS 252.227-7038, Patent Rights - Ownership by the Contractor (Large Business). A subcontract for experimental, developmental or research work awarded to other than a small business concern is subject to DFARS 252.227-7038. A subcontract for experimental, developmental or research work awarded to a small business concern or nonprofit organization is subject to FAR 52.227-11, Patent Rights - Ownership by the Contractor.

The prime contract incorporates FAR 52.227-10, Filing of Patent Applications - Classified Subject Matter. A subcontract where the nature of the work reasonably might result in a patent application containing classified subject matter is subject to FAR 52.227-10.

All subcontracts for experimental, developmental or research work awarded to large or small business concerns or non-profit organizations shall specify that the subcontract involves experimental, developmental or research work. Every subcontractor who performs experimental, developmental or research work will be required to submit periodic patent reports to the Government. To implement these requirements, include Clause I000 in all applicable solicitations and PCs. Clause I000 instructs suppliers to contact Boeing for the name and address of the Contracting Officer. Contact the Boeing Contract Representative to obtain the name and address of the Contracting Officer.

Refer to PRO-5052 and BPI-639 for further information and guidance.

### **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)

The prime contract includes FAR 52.215-12, Subcontractor Certified Cost or Pricing Data. In implementing the requirements of this clause, include clause A701 in all solicitations expected to exceed the cost or pricing data threshold in [FAR 15.403-4\(a\)\(1\)](#) on the date of agreement on price or date of subcontract award\*, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost and pricing data in [FAR 15.403-4\(a\)\(1\)](#).

\*The dollar threshold for compliance with these requirements is currently \$2M (as of the date of prime contract award). However, since the threshold applicable depends on the date of agreement on price or date of the award, whichever is later, the PA should check the threshold at the FAR reference above.

When cost or pricing data is required, the procurement agent must obtain a Certificate of Current Cost or Pricing Data. Refer to PRO-7092 and BPI-639 for further information and guidance.

### 4.2 Cost Accounting Standards

The prime contract includes FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-6, Administration of Cost Accounting Standards. Unless exempt, solicitations and purchase orders in excess of the lower CAS threshold specified in [FAR 30.201-4\(b\)](#) on the date of subcontract award\* are subject to Cost Accounting Standards. Use Clause A700 in all solicitations expected to exceed the CAS threshold. Use [Form X31631](#) for the certification (form can be found in BPI-639).

\*The dollar threshold for compliance with these requirements is currently \$2M (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.

Unless exempt, the subcontract must include one of the following CAS clauses:

If the supplier is subject to full coverage (FAR 52.230-2), use clause H001.

If the supplier is subject to modified coverage (FAR 52.230-3), use clause H002.

If the supplier is an educational institution (FAR 52.230-5), use clause H004.

If the supplier is a foreign concern subject to CAS coverage (FAR 52.230-4), use clause H007.

**In all subcontracts subject to CAS, include the following free note: The threshold associated with the Cost Accounting Standards clause incorporated in this Contract is the lower threshold specified in FAR 30.201-4(b) on the date of subcontract award.**

Within 30 days after award of each subcontract that includes H001, H002, H004, or H007 send a completed X32738, Notice of Cost Accounting Standards (CAS) – Covered Award, to the Cognizant Federal Agency Official (CFAO). (Some sites have arranged with the CFAO to fulfill this requirement by use of a consolidated report.)

Refer to BPI-639 for further information and guidance.

### **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 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

### 6.1 Government Property Installation Operation Services

The customer contract includes 52.245-2. It lists the following items of government property in paragraph (e). Refer to BPI-622 for further guidance.

## **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 seller'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).

### **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**

### **8.1 Progress Payments**

The prime contract incorporates FAR 52.232-16, Progress Payments. The prime progress payment rate is 80%. Refer to BPI-619 for further guidance in regard to the approval process.

### **8.2 Performance Based Payments**

The prime contract incorporates FAR 52.232-32, Performance Based Payments. Refer to BPI-619 for further guidance.

## **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 Government Supply Sources**

The contract contains FAR 52.251-1, Government Supply Sources. This provision allows Boeing, with prior contracting officer written approval, to make procurements on cost type contract line item numbers (CLINs) from GSA supply sources against GSA contracts.

The contract contains DFARS 252.251-7000, Ordering From Government Supply Sources. This provision allows Boeing and its subcontractors on this contract, with prior contracting officer written approval, to make procurements on cost type contract line item numbers (CLINs) from GSA supply sources against GSA contracts.

Refer to BPI-607 for further information and guidance.

## 11.2 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.)**

## 11.3 Earned Value Management System (EVMS) Requirements

The prime contract lists the following subcontractors (or subcontracted effort) as requiring an EVMS: **TBD at DO/TO Level**. Include H214 in PCs with the named subcontractors (or subcontracted effort). Buyers shall send Supplier notification of deficiencies or changes to the Supplier's EVMS system to both the Contract Representative and the following address: GRP BDS Financial Operations [bdsvinancialoperations@exchange.boeing.com](mailto:bdsvinancialoperations@exchange.boeing.com)

*No EVMS requirements are flowed to SCM by this PCS. They will be instituted and flowed to SCM in separate DO/TO PCS documents as required.*

## 11.4 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 52.225-3 Buy American Act-Free Trade Agreement-Israel Trade Act. This requires the supplier to deliver only domestic end products except to the extent that, in its proposal, it specified delivery of foreign end products in the “Buy American Act- Free Trade Agreements-Israeli Trade Act”. The buyer should notify the Contract Representative if the supplier designates other than domestic end products, except to the extent that, in its proposal, it specified delivery of foreign end products in the “Buy American Act- Free Trade Agreements- Israeli Trade Act in their proposal.

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 252.225-7007 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.

The prime contract incorporates 252.225-7008 Restriction on Acquisition of Specialty Metals. This clause requires that “any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.” Buyers should notify the Contract Representative if a supplier indicates that it cannot or is unwilling to comply with the requirements

of this clause. Buyers that are making direct purchases of metals should become familiar with the details of this clause.

The prime contract 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 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 252.225-7016 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 a noncommercial end product; or (2) Commercial or noncommercial 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 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 melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered materials. If the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

### **11.5 Limitation on Pass-Through Charges**

The prime contract incorporates FAR 52.215-23, Limitation on Pass-Through Charges. Clauses A001 and A716 include a requirement for the supplier to include information regarding excessive pass-through charges in its proposal. Forward any information the supplier provides regarding pass-through charges to Contracts.

### **11.6 Political Contributions, Fees, and Commissions**

If the procurement is expected to have a value of \$500,000 or more, review the Clause Applicability Guide for assistance in determining whether clause H126 is applicable. See BPI-639 for reporting requirements for political contributions, fees, and commissions.

## **11.7 Performance Outside the United States and Canada**

The prime contract incorporates DFARS 252.225-7004, Report of Intended Performance Outside the United States and Canada – Submission After Award. A001 instructs bidders to provide the required information.

## **11.8 Prime Contract Provisions Containing Relief for Boeing**

For purposes of completing Risk Management Form X34613, the prime contract incorporates the following:

52.228-7 Insurance - Liability to Third Parties (MAR 1996)  
52.245-1 Government Property (JAN 2017)  
52.245-1 Government Property (JAN 2017), Alternate I (APR 2012)  
52.245-2 Government Property Installation Operation Services (APR 2012)  
52.245-9 Use and Charges (APR 2012)  
52.246-23 Limitation of Liability (FEB 1997)  
52.246-24 Limitation of Liability – High-Value Items (FEB 1997)  
52.246-25 Limitation of Liability – Services (FEB 1997)  
252.228-7001 Ground and Flight Risk (JUN 2010)

## **11.9 DFARS 252.209-7010 Critical Safety Items**

To ensure proper implementation of subject clause requirements, the PA is responsible for including H216 and, if necessary, free-form text that specifies the Goods, if any, that have been identified to Supply Chain (SC) as critical safety items for purposes of this clause. The identification of critical safety items should be made to SC by Contracts, Order Management, Supplier Quality, and/or Supplier Program Management via some authorizing document. The authorizing document identifying critical safety items may be accompanied by detailed heightened surveillance information, which should also be included by the PA in free form text if this heightened surveillance information is not otherwise flowed in the contract by a Supplier Quality Q clause, and/or the SOW or an applicable specification.

In addition, Contracts has provided the following list of items that have been identified as Critical Safety Items:

- Parts identified in PCS attachment “5PPYW032B Addendum ACSI Rev L\_Appendix A.pdf”

## **11.10 Market Research**

The prime contract includes FAR 52.210-1, Market Research. Consult PRO-4605, PRO-6356 and BPI-634 to determine if market research is required.

## **11.11 Contractor Counterfeit Electronic Part Detection and Avoidance System**

The prime contract 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.

#### **11.12 252.246-7008 Sources of Electronic Parts**

The prime contract 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-642 for addressing terms and conditions exceptions.

#### **11.13 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.

#### **11.14 Photovoltaic Devices (DFARS 252.225-7017 and 252.225-7018)**

The prime contract includes 252.225-7017 Photovoltaic Devices. The Contract Representative advised that no photovoltaic devices will be utilized in performance of the prime contract. However, 252.225-7018 has been flowed down in the CCR, requesting subcontractors provide the certification required by the clause if they will be using photovoltaic devices in performance of the contract. If a subcontractor provides notification that they intend to use any photovoltaic devices in performance of their subcontract (or the certification required by the clause,) Buyer should contact the Contract Representative, Program, and Procurement Advisor listed on the header of the PCS immediately.

#### **11.15 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](mailto:abuse@Boeing.com) and [SCCyberSecurity@Boeing.com](mailto:SCCyberSecurity@Boeing.com), as well as coordinate with the Contract Representative.

### **11.16 Funded at the Order Level**

The prime contract is funded at the Order level. Coordinate with Program Management and other necessary functions (e.g. Financial Analysis, Contracts, etc.) to determine if a funding limitation for the pending contract and the proposed supplier is in the best interest of Boeing.

### **11.17 Royalties**

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

### **11.18 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.

### **11.19 COVID Vaccination Requirements**

The prime contract incorporates DFARS 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009). This requires covered supplier employees to be fully vaccinated against COVID-19 by January 18, 2022, unless the employee is legally entitled to an accommodation. The Buyer should notify the Contracts Representative if the supplier notifies the Buyer that they cannot comply with this requirement.

### **11.20 Prohibition on a ByteDance Covered Application**

The prime contract 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 52.207-27 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.