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SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY

The Boeing Company

Issue Date of PCS: June 20, 2025*

Program Name: Next Generation Jammer – Low Band

Prime Contract/Order Number: N00019-22-D-0001-N0001925F2000

Customer: Naval Air Systems Command

Administered by: DCMA St. Louis

Prime Contract Type: FAR 15 – USG Prime Contract

Prime Contract Funding: Fully Funded

Boeing Contract Representative: Kafoury, Jack M (3455593)

PCS Prepared By: Alex Smith

Prime Contract Reviewed by CRM: Yes

** 06/20/2025 – Alex Smith generated PCS/CCR based on unique DO clauses added in P00001.*

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 (PCs) (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 seller to submit documentation or report information to Boeing or the customer, the submitted information/documentation should be sent to the Boeing Contract Representative.

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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 Procurement Agent 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

FAR 52.244-2 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.

Change in the Place of Performance and/or Safety Precautions for Ammunition and Explosives

The prime contract or H202 includes 252.223-7003, Change in the Place of Performance-Ammunition and Explosives. The clause(s) require Boeing notify the Contracting Officer before issuing any subcontract that involves ammunition or explosives, and obtain written approval if the subcontract represents a change in the place of performance of ammunition and explosives work originally proposed under the prime contract.

Provide notification to the Boeing Contracts Representative before issuing any subcontract that involves ammunition and explosives.

In addition, if the award of the subcontract represents a change in the place of performance, or if a seller requests a change in the seller's place of performance during the contract, notify the Boeing Contracts Representative to obtain approval from the Contracting Officer before issuing the subcontract or agreeing to a change to the place of performance. Prepare the Change in Place of Performance Letter and provide a copy to the Boeing Contracts Representative, OSF, and COA in accordance with [BPI-624](#).

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Do not issue the contract or agree to a change in place of performance until written approval from the Contracting Officer is received.

3. Intellectual Property Provisions

Patent Rights

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

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

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 Procurement Agent 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.

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 Procurement Agent should check the threshold at the FAR reference above.

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

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

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

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

If the seller 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.

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, Proposed for Debarment, or Voluntarily Excluded. 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 seller 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 Procurement Agent should check the threshold at the FAR reference above.

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.

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*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 Procurement Agent should check the threshold at the FAR reference above.

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 if it is anticipated that (i) any portion of the subcontract will be for supplies (excluding commercially available off-the-shelf items), that may be acquired outside of the United States, or services to be performed outside of the United States and (ii) that portion of the subcontract has an estimated value that exceeds \$550,000. IF UNCERTAIN if (i) and (ii) apply, include clauses A717 and X37101 in the solicitation. 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

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 seller indicating that the seller 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 seller 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 products and commercial services 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 Procurement Agent 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

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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.

Equal Opportunity

Reserved.

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

Government Furnished Property

The company is authorized by the prime contract to use on a rent-free, non-interference basis, Government-owned property accountable under prime contracts:

- N00019-16-C-0032 All property accountable under the Contract. Approval required for each individual request.
- N68936-18-D-0026 Next Generation Jammer (NGJ) property accountable under the Contract. Approval required for each individual request.

Refer to Procedures [PRO-3652](#) and procedure [D950-10000-1](#) and [BPI-622](#) for further information and guidance.

7. Foreign Procurements

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 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

Item Identification and Valuation

The prime contract contains DFARS 252.211-7003, Item Identification and Valuation. This clause requires the seller 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 seller will be delivering any of the items listed below or in the attachment, Procurement Agents are required to include BDS Clause M100 in the purchase contract 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:

List any part numbers that are identified in the purchase requisition as requiring UID and are being purchased from the seller. Be sure to delete this green text before including in the exhibit.

<i>Purchase Contract/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.

Earned Value Management System (EVMS) Requirements

The prime contract lists the following subcontractors (or subcontracted effort) as requiring an EVMS: **TBD**. 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 bdsfinancialoperations@exchange.boeing.com

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 sellers 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 seller notifies the Procurement Agent 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.

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 sellers 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 seller notifies the Procurement Agent 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 H202 incorporates FAR 52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition. This clause requires that Boeing not provide or use as part of the

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performance of the contract (1) any covered article (if prohibited by an applicable Order), or (2) any products or services produced or provided by a source (if prohibited by an applicable Order), unless an applicable waiver has been issued by the issuing official. If a seller notifies the Procurement Agent that they have provided or produced a covered article or product subject to an Order (identified formerly or new), the Procurement Agent will need to IMMEDIATELY determine if the covered article or product has been delivered to the USG, and report that information to the Contracts Representative. NOTE: In these cases, Boeing is required to submit a report to USG within 3 days of discovery and must provide mitigation actions within 10 days of submitting such notification.

The prime contract or H202 incorporates 52.225-13 Restrictions on Certain Foreign Purchases. Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, this clause prohibits Boeing and a seller from entering into most transactions involving Cuba, Iran, and Sudan, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. Procurement Agents should notify the Contract Representative if a seller indicates that it cannot or is unwilling to comply with the requirements of this clause.

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 seller notifies the Procurement Agent 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 seller to deliver only domestic end products unless its proposal specifies delivery of other end products. The Procurement Agent should notify the Contract Representative if the seller 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." Procurement Agents should not award subcontracts to Communist Chinese military companies. Procurement Agents should notify the Contract Representative if a seller 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.” Procurement Agents should notify the Contract Representative if a seller 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.” Procurement Agents should award subcontracts for supercomputers to sellers 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.” Procurement agents should notify the Contract Representative if a seller 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.” Procurement Agents should award subcontracts for hand or measuring tools to sellers 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 seller indicates that it cannot or is unwilling to comply with the requirements of this clause, Procurement Agents 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 seller indicates that it cannot or is unwilling to comply with the requirements of this clause, Procurement Agents 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.” Procurement Agents should award subcontracts for forgings to sellers 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 seller indicates that it cannot or is unwilling to comply with the requirements of this clause, Procurement Agents 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. Procurement Agents should award subcontracts for carbon, alloy, and armor steel plate to sellers 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 seller indicates that it cannot or is unwilling to comply with the requirements of this clause, Procurement Agents 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 seller 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 Procurement Agent should notify the Contract Representative if the seller 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 seller shall not deliver any covered material as restricted by the clause. If the seller indicates that it cannot or is unwilling to comply with the requirements of this clause, Procurement Agents 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 China; (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 seller notifies the Procurement Agent that they cannot comply with the clause, contact the Boeing Contracts Representative.

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.

Political Contributions, Fees, and Commissions

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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.

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.

Prime Contract Provisions Containing Relief for Boeing

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

52.228-7 Insurance - Liability to Third Parties (MAR 1996)
52.245-1 Government Property (JAN 2017)
52.245-9 Use and Charges (APR 2012)
52.246-25 Limitation of Liability – Services (FEB 1997)
252.228-7001 Ground and Flight Risk (JUN 2010)

Market Research

The prime contract includes FAR 52.210-1, Market Research. Consult [PRO-4605](#), [PRO-6356](#) and [PRO-4919](#) to determine if market research is required.

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 purchase contract or request for proposal/quote 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 Procurement Agent is unsure as to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Procurement Agent should contact the appropriate IPT.

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 seller selection and sourcing requirements. If the subcontract is for Electrical, Electronic, and Electro-mechanical (EEE) parts, see [BPI-617](#) for direction. If your purchase contract or request for proposal/quote 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 Procurement Agent is unsure as to whether or not their procurement includes EEE Parts or Products which contain EEE parts or components, the Procurement Agent should contact the appropriate IPT.

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Additionally, the seller 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 seller refuses to accept the flow down of this clause. Any notification(s) from the seller shall be forwarded to the Contract Representative immediately upon receipt.

If the seller 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.

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.

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 Procurement Agent is notified by a seller of a cyber incident, the Procurement Agent 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.

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.

Royalties

The prime contract does not contain a FAR 52.227-9 royalties provision. Therefore, there are no FAR 52.227-9 requirements for royalty reporting.

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.

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](#).

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 seller if an exception in paragraph (b) has been granted by the Contracting Officer.

Prohibition of Hexavalent Chromium

The prime contract or H202 incorporates 252.223-7008 Prohibition of Hexavalent Chromium. This clause prohibits the seller 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 seller notifies the Procurement Agent that they cannot comply with the requirements of this clause, the Procurement Agent should contact the Contracts Representative to determine if a waiver or exemption currently exists for that seller and product, or if one must be requested from the Contracting Officer.

DFARS 252.209-7010 Critical Safety Items

To ensure proper implementation of subject clause requirements, the Procurement Agent 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 Supply Chain 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 Procurement Agent 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.