

**DISTRIBUTION LIMITED TO BOEING EMPLOYEES UNLESS AUTHORIZED BY CONTRACTS & RISK MANAGEMENT (C&RM), CONTRACT GOVERNANCE.**

To ensure PCS attachments (if any) display correctly, use either Adobe Acrobat, Mozilla Firefox, or "Internet Explorer mode" in Microsoft Edge.

## **SUPPLIER CHAIN PRIME/CUSTOMER CONTRACT SUMMARY (PCS) The Boeing Company**

Issue Date of PCS: January 20, 2026

Program Name: DLA Basic Ordering Agreement (BOA) Deliver Order (DO)

Prime Contract Number: SPE4A1-25-G-0009-SPE4A526F0094

Customer: Defense Logistics Agency (DLA) (USG)

Administered by: USG

Contract Type: FAR 15 – USG Prime Contract (BOA DO)(Fixed Price)

Customer Contract Funding: Fully Funded

Boeing Contract Representative: Jahic, Senad(3705808)

PCS Prepared By: Cremer, Christopher A.

Customer Contract Reviewed by CRM: Yes

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General:

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 (BDS) 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 customer contract requirements.** Procurement Agents should obtain, as necessary and from the responsible organizations, other customer contract requirements such as, but not limited to, deliverable data, customer contract warranty requirements, technical requirements, quality, schedule, configuration control, and logistics support

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

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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 customer contract award and date subcontract award.

## **PROCESSES & REFERENCES**

### **Certifications**

Ensure the Seller has a valid SP1 on file that is appropriately filled out for the certifications/requirements identified in the PCS.

### **References to Command Media:**

References to command media and other files are for PAs to use in identifying more detailed requirements and processes.

### **Submittals to Customer**

In the event a customer contract flow down requires a Seller to submit documentation or report information to the customer, the submitted information/documentation should be sent to the Boeing Contract Representative to be coordinated with the customer.

### **Terms Exceptions**

If a Seller requests modifications to or otherwise objects to a clause in the CCR, follow the process identified in [BPI-6730](#) for addressing terms and conditions exceptions.

### **Seller Notifications**

Any notifications from a Seller regarding compliance to a clause in the CCR should be sent to the Boeing Contracts Representative to be coordinated with the customer.

### **H202**

Some clauses referenced in the PCS may be included in section (b) of H202 and/or in the customer contract.

### **References:**

- [Acquisition.gov](#) (FAR, DFARS, other regulatory clauses)
- [OnePPM \(Command Media\)](#)
- [Supply Chain Resource Portal](#)
- [Enterprise Contracting Notebook \(ECN\)](#)
- [SMART Tool](#)

## **1. PURCHASE CONTRACT TERMS AND CONDITIONS**

The GP-series General Provisions and the CCR meet customer contract requirements except as may otherwise be noted below. H202 is automatically included in eRFQs and Purchase contracts, and H202 contains certain FAR and DFARS clauses.

## **2. ADVANCE NOTIFICATION AND/OR CONSENT TO ISSUE**

**FAR 52.244-2 Advance Notification and/or Consent to Issue**  
(References: [BPI-639](#))

The customer contract does not incorporate FAR 52.244-2, so there are no FAR 52.244-2 advance notification or consent requirements.

**DFARS 252.223-7003/252.223-7002 Change in the Place of Performance and/or Safety Precautions for Ammunition and Explosives**

(References: [BPI-624](#))

Provide notification to the Boeing Contracts Representative before issuing any subcontract that involves ammunition and explosives. Obtain written approval from the customer, via the Boeing Contracts Representative, if the subcontract represents a change in the place of performance of ammunition and explosives work originally proposed under the customer contract.

### **3. INTELLECTUAL PROPERTY PROVISIONS**

**Patent Rights**

(References: [PRO-5052](#), [BPI-639](#))

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

### **4. CERTIFICATIONS**

**Certified Cost or Pricing Data / Truth in Negotiations Act (TINA)**

(References: [PRO-7092](#), [BPI-639](#))

The customer contract includes FAR 52.215-12 (DEVIATION 2022-O0001) Revision 1, Subcontractor Certified Cost or Pricing Data and FAR 52.215-13 (DEVIATION 2022-O0001) Revision 1, Subcontractor Certified Cost or Pricing Data - Modifications. In implementing the requirements of this clause, include clause A701 in all solicitations expected to exceed the cost or pricing data threshold. The dollar threshold for compliance with these requirements is defined below:

1. For solicitations associated with new purchase contracts issued on or after July 1, 2018 or modifications to those purchase contracts, the dollar threshold for compliance with these requirements is \$2.5M.
2. For solicitations associated with modifications to a purchase contract which had been issued prior to July 1, 2018, the dollar threshold for compliance with these requirements is \$2.0M.

When cost or pricing data is required, the Procurement Agent must obtain a Certificate of Current Cost or Pricing Data.

**52.215-21 Alt 1 / FAR 52.215-20 Alt I Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data, Alt I**

Boeing Sellers are required to submit certified cost and pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: Boeing Requested Format

**Cost Accounting Standards**

(References: [BPI-639](#))

The customer 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. Include Clause A700 in all solicitations expected to exceed the CAS threshold. The dollar threshold for compliance with these requirements is currently \$2.5M (as of the date of customer contract award or addition/updating of this PCS section). Use Clause A700 in all solicitations expected to exceed the CAS threshold. Use Form X31631 for the certification.

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.

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.)

**FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded**  
(References: [PRO-1626](#), [BPI-639](#))

The threshold for this clause is specified in FAR 9.405- 2(b) on the date of subcontract award. The dollar threshold for compliance is currently \$45,000 (as of the date of customer contract award or addition/updating of this PCS section). This certification is included in SP1, Representation and Certifications. Ensure the Seller has a valid SP1 on file.

**FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions**  
(References: [PRO-1626](#), [BPI-639](#))

The threshold for this clause is specified in FAR 3.808 on the date of subcontract award; the dollar threshold for compliance with these requirements is currently \$200,000 (as of the date of customer contract award or addition/updating of this PCS section). This certification is included in SP1, Representation and Certifications. Ensure the Seller has a valid SP1 on file

**FAR 52.222-50 Combating Trafficking in Persons**

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(References: [BPI-639](#))

The customer 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 \$700,000. IF UNCERTAIN if (i) and (ii) apply, include clauses A717 and X37101 in the solicitation. NOTE: X37101 is required PRIOR TO AWARD. If the Seller 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 Seller 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

(References: [PRO-5181](#))

The customer contract includes FAR 52.219-9. Include clause A709 if the subcontract may exceed the applicable threshold specified in [FAR 19.702\(a\)](#) on the date of subcontract award including firm options prices. The dollar threshold for compliance with these requirements is currently \$900,000 (\$2,000,000 for construction of a public facility) (as of the date of customer contract award or addition/updating of this PCS section). The Individual Subcontracting Plan (ISP) is either attached to this PCS or may be requested from the Contracts Representative.

Note: The customer 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. If the ISP 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 Strategic Sourcing & Partnerships for assistance.

### 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 customer contract.

## 6. GOVERNMENT PROPERTY

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Reserved.

## 7. FOREIGN PROCUREMENTS

### **DFARS 252.225-7013 Duty-Free Entry** (References: [PRO-6630](#), [BPI-6737](#), [BPI-3252](#))

If a subcontract is issued to a qualifying country, or a non-qualifying country where the estimated duty will exceed \$200.00 per unit, notification to the ACO is required.

The qualifying countries are Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Israel, Italy, Japan, Latvia, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland. Coordinate with the Boeing Contracts Representative to submit the notification.

### **DFARS 252.225-7002 Qualifying Country Sources as Subcontractors**

Procurement Agents shall not preclude- foreign companies from qualifying countries from competing with U.S. firms for any subcontract issued under this customer 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, Lithuania, 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. COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES AND COMMERCIAL COMPONENTS

### **FAR 52.244-6 Commercial Products, Services, & Components** References ([PRO-4605](#))

If the goods purchased under the contract qualify as a commercial item in accordance with [PRO-4605](#), include clause H203 in the purchase contract.

## 10. OTHER CUSTOMER CONTRACT REQUIREMENTS

### **FAR 52.204-27 Prohibition on a ByteDance Covered Application**

### **DFARS 252.223-7008 Prohibition of Hexavalent Chromium**

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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**

The Procurement Agent is responsible for including H216 for any part numbers identified as critical safety items (CSI) in this PCS document and/or supporting attachments. If a part is not identified as CSI in this PCS, then including H216 is not required.

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

- **Part Number:** 76301 74A350605-2014, **Description:** Aircraft Window Frame

#### **DFARS 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.

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

(References: [BPI-617](#), [BPI-6730](#))

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.

#### **FAR 52.209-3/52.209-4 First Article Approval – Contractor/Government Testing**

Any reports received from the Seller should be provided to the Contract Representative.

#### **FAR 52.210-1 Market Research**

(References [PRO-4605](#), [PRO-6356](#), [PRO-4919](#))

Procurement agent to review referenced command media for more detailed requirements.

#### **FAR 52.215-22/52.215-23 Limitation on Pass-Through Charges**

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(References: [BPI-639](#))

Procurement agent to review referenced command media for more detailed requirements.

### **DFARS 252.204-7012 Safe guarding 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](mailto:abuse@Boeing.com) and [SCCyberSecurity@Boeing.com](mailto:SCCyberSecurity@Boeing.com), as well as coordinate with the Contract Representative. Seller

### **DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements**

Prior to subcontract award, confirm via SP1 that the Seller has completed a NIST SP 800-171 DoD Assessment and that they have posted those results in the the Supplier Performance Risk System (SPRS) system.

### **DFARS 252.211-7003 Item Identification and Valuation**

Sellers must provide a unique item identifier (UID)in accordance with paragraph (c)(1) of the clause, and for any additional items specified in the customer contract (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.*

<b>Purchase Contract/Subline/Exhibit Line Item Number</b>	<b>Item Description</b>

(NOTE: The Contracts Representative 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.

## **11. ACQUISITION RESTRICTION CLAUSES**

The customer 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 customer 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 customer 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 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.

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The customer contract or clause 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 customer 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 customer 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 customer 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.

The customer 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 customer contract or clause H202 incorporates 252.225-7011 Restriction on Acquisition of Acquisition of Supercomputers. This clause requires that "supercomputers delivered under this

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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 customer 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 customer 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 customer 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 customer 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.

The customer 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.

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The customer 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 customer contract 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 customer contract or clause H202 incorporates 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. This clause prohibits providing any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract. If a Seller notifies the Procurement Agent that they cannot comply with the clause, contact the Boeing Contracts Representative.

The customer 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.

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

The customer contract incorporates 252.223-7009 Prohibition of Procurement of Fluorinated Aqueous Film-Forming Foam Fire-Fighting Agent for Use on Military Installations. This clause requires that Boeing not provide or use any foam fire-retardent agent that contains perfluoroalkyl

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substances or polyfluoroalkyl substance in excess of one part per billion. 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 customer contract incorporates 252.225-7021 Trade Agreements. This clause requires the Seller 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 Procurement Agent should notify the Contract Representative if the Seller 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 customer contract incorporates 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. This clause requires that the Boeing and a Seller shall not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the US Government or have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury. If a Seller indicates it cannot or unwilling to comply with the requirements of this clause, Procurement Agent should notify the Contract Representative.

The customer contract / request for proposal incorporates 252.225-7057 Pre-award Disclosure of Employment of Individuals Who Work in the People's Republic of China. This clause requires preaward disclosures if the contract exceeds \$5 million, not including contracts for commercial products or commercial services, and if the Seller employs one or more individuals who will perform work in the People's Republic of China, unless a national security waiver of the disclosure is granted. The Procurement Agent should notify the Contract Representative if the contract exceeds \$5 million, not including contracts for commercial products and commercial services, and if the Seller employs one or more individuals who perform work in the People's Republic of China.

The customer contract incorporates 252.225-7058 Post-award Disclosure of Employment of Individuals Who Work in the People's Republic of China. This clause applies only if this contract exceeds \$5 million, not including contracts for commercial products and commercial services, and if the Seller employs one or more individuals who perform work in the People's Republic of China. 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.

## **12. CUSTOMER CONTRACT PROVISIONS CONTAINING RELIEF FOR BOEING**

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

- 52.245-1 Government Property
- 52.245-9 Use and Charges

52.246-23 Limitation of Liability  
52.246-24 Limitation of Liability – High-Value Items

## **13. MISCELLANEOUS REQUIREMENTS**

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

*(References: [BPI-639](#))*

The customer contract includes USG and foreign military sales (FMS) scope. For U.S. Sellers, include clause H126 (1) in solicitations where the purchase contract value is expected to have a value of \$500,000 or more and (2) in purchase contracts that have a value of \$500,000 or more. For foreign Sellers, SP3, article 5, has the required language; therefore, H126 is not required or appropriate in solicitations or PCs with foreign Sellers. See [BPI-639](#) for reporting requirements for political contributions, fees, and commissions.

### **Packing, Marking, and Shipping**

In the event a Seller will be directly shipping to the customer, please contact the Contracts Representative and Program to establish and ensure the Seller complies with shipping, marking, and packing requirements included in the customer contract.

### **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](#).

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

Reserved.