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## **SUPPLIER MANAGEMENT PRIME CONTRACT SUMMARY**

**The Boeing Company**

Issue Date of PCS:	February 19, 2024
Program Name:	MOBILE USER OBJECTIVE SYSTEM (MUOS) SERVICE LIFE EXTENSION (SLE) - Phase One: Risk Reduction and Early Design
Prime Contract/Order Number:	FA8807-24-C-B002
Customer:	United States Air Force
Administered by:	Boeing
Prime Contract Type:	Fixed Price
Prime Contract Funding:	Incremental
Boeing Contract Representative:	Greitl, Joseph
PCS Prepared By:	Cremer, Christopher A.
Prime Contract Reviewed by CRM:	Yes   No

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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 (BD) Common Terms and Conditions. Procurement agents should review the BDS Common Clauses for possible inclusion in their purchase contracts (See the [Enterprise Contracting Notebook \(ECN\)](#) on the [Supply Chain Resource Portal](#) for the use of these clauses). **The PCS does not provide an exhaustive list of prime contract requirements of interest to procurement agents.**

**Procurement agents should obtain, as necessary and from the responsible organizations, other prime contract requirements such as, but not limited to, deliverable data, prime contract warranty requirements, technical requirements, quality, schedule, configuration control, and logistics support. In the event a prime contract flow down requires the supplier to submit documentation or report information to Boeing or the customer, the submitted information/documentation should be sent to the Boeing Contract Representative.**

For ET&T procurements, refer to the corresponding ET&T PRO/processes for additional information and guidance.

If a link to a clause threshold is included in any of the guidance below, the PA is required to review the reference to confirm the applicable threshold in effect as of the date of subcontract award. The guidance includes the threshold in effect as of the date of PCS creation, but the threshold could change from date of prime award and date subcontract award.

## **1. Purchase Contract Terms and Conditions**

The general provisions of this contract consist of selected FAR provisions, Government agency clauses (DFARS/NFS/NRO/etc.) and special provisions. Incorporate the appropriate GP-series General Provisions. Incorporate clause H202 to incorporate the Customer Contract Requirements (CCR) (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**

The prime contract does not incorporate a Subcontracts Clause. Therefore, there are no requirements for Advance Notification and/or Consent to Issue.

### **3. Intellectual Property Provisions**

#### **3.1 Patent Rights**

The prime contract 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.

#### **3.2 Data Rights**

The data rights provisions in this prime contract are included in the general terms and conditions, in Customer Contract Requirements or are specified in this PCS.

### **4. Certifications**

#### **4.1 Truth in Negotiations Act (TINA)**

There is no requirement under the prime to comply with TINA.

#### **4.2 Requirements for Certified Cost or Pricing Data Other Than Certified Cost or Pricing Data, Alt I**

The customer prime contract includes 52.215-21, Alt I Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications, which allows Boeing to submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in an alternative format. The clause has been flowed in the CCR, and Boeing subcontractors are required to submit certified cost and pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: *[Populate with "Boeing requested format" unless required subcontractor data and format is available from the prime clause and there has been coordination with Contracts on required subcontractor information]*

### 4.3 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.

### 4.4 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.

## 4.5 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.

## 4.6 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 that are (i) expected to exceed **\$550,000** and (ii) for supplies/services to be acquired/performed outside the United States (except for commercially available off-the-shelf-items). **NOTE:** [X37101](#) is required **PRIOR TO AWARD**. If the Supplier returns a completed [X37101](#) with their proposal and is subsequently awarded the contract, the certification is required to be updated annually, throughout the performance period of the contract via Boeing's On-Line Annual Representations and Certifications in SPVR. If the completed [X37101](#) indicates the Supplier has not certified to the implementation of a compliance plan to prevent prohibited activities, or has identified abuses relating to prohibited activity, the procurement agent should contact [SC Human Trafficking](#) for additional guidance.

## 5. Socio-Economic

### 5.1 Subcontracting Plan Certification

This prime contract incorporates FAR 52.219-9, Small Business Subcontracting Plan. Where the anticipated contract may exceed the applicable threshold specified in [FAR 19.702\(a\) on the date of subcontract award\\*](#) including firm options prices, the procurement agent must obtain a Small Business Subcontracting Plan or an [X31162](#), Small Business Subcontracting Plan Certificate of Compliance, from the supplier indicating that the supplier is in full compliance with the requirements of FAR 52.219-9. Include clause A709 in the solicitation in order to obtain the required certification from the supplier prior to issuance of any purchase contract. Refer to Procedure [PRO-5181](#) for further information and guidance. (If the prime contract includes FAR 52.244-6, the requirements of this paragraph are not applicable to procurements for commercial items as defined FAR Part 2.101.) (See Individual Subcontracting Plan, attached.)

\*The dollar threshold for compliance with these requirements is currently **\$750,000 (\$1,500,000** for construction of a public facility) (as of the date of prime contract award). However, since the threshold applicable depends on the date of subcontract award, the PA should check the threshold at the FAR reference above.

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

## **5.2 Equal Opportunity**

The prime contract contains FAR 52.222-26, Equal Opportunity. Procurement agents shall comply with their local site requirements regarding the certification required by this FAR clause prior to issuing a purchase contract. Refer to [POL-2](#) and [PRO-6933](#) for further information and guidance.

## **5.3 Small Business Information**

In order to assure that the company receives full credit for small business and labor surplus area participation, include Clause A012 in all RFQ's issued under this prime contract.

## **6. Government Property**

Reserved.

## **7. Foreign Procurements**

Reserved.

## **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 [PRO-6960](#) for further guidance in regard to the approval process.

## **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 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 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 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 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 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 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 FAR 52.225-1 Buy American - Supplies. This requires the supplier to deliver only domestic end products, except to the extent that it specified delivery of foreign end products in their proposal. The buyer should notify the Contract Representative if the supplier designates other than domestic end products in their proposal.

The prime contract 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 supplier 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>. 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 incorporates 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime. This clause requires that the Boeing and a supplier 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 supplier indicates it cannot or unwilling to comply with the requirements of this clause, buyer should notify the Contract Representative.

The prime incorporates 252.225-7058 Postaward 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 supplier employs one or more individuals who perform work in the People's Republic of China. If the supplier indicates that it cannot or is unwilling to comply with the requirements of this clause, buyers should notify the Contract Representative.

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

If the procurement is expected to have a value of \$500,000 or more, review the [Enterprise Contracting Notebook \(ECN\)](#) for assistance in determining whether clause H126 is applicable. See [BPI-639](#) for reporting requirements for political contributions, fees, and commissions.

### **11.4 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.

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

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

52.246-25 Limitation of Liability – Services (FEB 1997)



## **11.6 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.

## **11.7 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.

## **11.8 Royalties**

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

## **11.9 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:

- USA

## **11.10 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.

## **11.11 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 52.204-27 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.