

FAR/DFARS Flowdown Requirement for U.S. Government Contracts

1. Applicability

These Flowdown requirements apply when products or services furnished under this Purchase Order are intended for use in connection with a United States Government prime contract or higher-tier subcontract.

Seller shall comply with all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and other federal procurement requirements that are required by law, regulation, or the applicable Prime Contract to be flowed down to subcontractors for the products or services being supplied under this Purchase Order.

Clauses that are not applicable due to contract type, commerciality, dollar value, place of performance, nature of work, or regulatory thresholds shall be considered self-deleting and without force or effect.

Unless otherwise stated:

- “Contractor” means Seller
- “Government” means Buyer or the United States Government, as applicable
- “Contracting Officer” means Buyer when acting under this Purchase Order

2. Clause Version and Interpretation

Unless otherwise specified, FAR and DFARS clauses incorporated herein shall mean the version in effect on the date of the applicable Prime Contract or higher-tier subcontract under which this Purchase Order is issued. If a clause is revised after issuance of this Purchase Order and such revision is required by law, regulation, or mandatory Prime Contract flowdown requirements, Seller agrees to comply with the revised clause upon written notice from Buyer.

Questions regarding clause applicability, interpretation, or version shall be determined by Buyer. Buyer’s determination shall be final for purposes of this Purchase Order. The full text of FAR and DFARS clauses incorporated by reference may be found at <https://www.acquisition.gov>.

3. Clauses Applicable to All Government Purchase Orders

To the extent applicable, the following clauses are incorporated by reference:

FAR

- FAR 52.203-7, Anti-Kickback Procedures
- FAR 52.203-13, Contractor Code of Business Ethics and Conduct
- FAR 52.203-19, Prohibition on Certain Internal Confidentiality Agreements
- FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems
- FAR 52.204-25, Prohibition on Covered Telecommunications Equipment or Services
- FAR 52.209-6, Debarment/Suspension Flowdown Requirements
- FAR 52.219-8, Utilization of Small Business Concerns
- FAR 52.222-50, Combating Trafficking in Persons

- FAR 52.225-13, Restrictions on Certain Foreign Purchases
- FAR 52.232-40, Accelerated Payments to Small Business Subcontractors
- FAR 52.244-6, Subcontracts for Commercial Products and Services

DFARS

- DFARS 252.203-7002, Whistleblower Reporting
- DFARS 252.204-7000, Disclosure of Information
- DFARS 252.225-7048, Export-Controlled Items
- DFARS 252.246-7007, Counterfeit Electronic Parts Detection and Avoidance
- DFARS 252.246-7008, Sources of Electronic Parts

4. Cybersecurity Requirements

Where Seller receives, accesses, processes, stores, transmits, creates, or supports Controlled Unclassified Information (CUI), Covered Defense Information (CDI), or other protected Government information, Seller shall comply with applicable cybersecurity requirements, including:

- FAR 52.204-21
- DFARS 252.204-7012
- DFARS 252.204-7020
- DFARS 252.204-7021

Seller shall promptly notify Buyer of any actual or suspected cyber incident, security breach, or unauthorized disclosure affecting information related to performance of this Purchase Order.

5. Defense Priorities and Allocations System (DPAS)

When a Purchase Order is identified as a rated order, Seller shall comply with all applicable requirements of the Defense Priorities and Allocations System (DPAS), 15 CFR Part 700. Seller shall accept, prioritize, schedule, and perform rated orders in accordance with DPAS requirements and shall flow down applicable DPAS obligations to lower-tier suppliers. The rating shown on the Purchase Order shall control. Failure to comply with DPAS requirements may result in cancellation of the Purchase Order or other remedies available to Buyer.

6. Export Control and Country of Origin Compliance

Seller shall comply with all applicable U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), as applicable.

Seller shall provide products that comply with all applicable country of origin requirements identified in the Purchase Order, including but not limited to the Buy American Act and Trade Agreements Act requirements. Seller shall provide supporting documentation upon request.

7. Counterfeit Parts

Seller shall provide only authentic products obtained from original manufacturers, authorized distributors, or other approved sources.

Seller shall maintain systems and controls reasonably designed to prevent counterfeit or suspect counterfeit parts from entering the supply chain and shall promptly notify Buyer upon discovery.

8. Ethics and Compliance

Seller shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA). Seller represents that it is not suspended, debarred, or proposed for debarment from contracting with the United States Government. Seller shall not engage in bribery, kickbacks, or improper payments in connection with this Purchase Order.

9. Additional Clauses When Identified on the Purchase Order

The following requirements apply only when specifically identified in the Purchase Order, Statement of Work, Prime Contract Flowdown Schedule, or other written direction from Buyer:

- Government Property requirements
- Specialty Metals restrictions
- Transportation by Sea requirements
- Technical Data and Intellectual Property requirements
- Inspection, acceptance, testing, quality, or traceability requirements
- Agency-specific or Prime Contract-specific flowdowns
- Any additional FAR, DFARS, statutory, or regulatory requirements applicable to the products or services supplied under this Purchase Order

10. Lower-Tier Flowdowns

Seller shall flow down all applicable Government contract requirements to its subcontractors and suppliers as required by law, regulation, or contract.

11. Disputes Relating to Government Contracts

Where a dispute arises under this Purchase Order that is based on a Government Contracting Officer decision affecting the Prime Contract, Seller agrees to cooperate with Buyer and be bound by final determinations to the extent they affect this Purchase Order. Seller shall continue performance pending resolution of any dispute unless otherwise directed by Buyer.

12. Order of Precedence

In the event of conflict, the following order of precedence shall apply:

1. Purchase Order
2. Purchase Order Special Terms and Conditions
3. This Flowdown Document
4. Seller's terms and conditions (if expressly accepted by Buyer)

Seller terms inconsistent with Government contract requirements shall not apply