

PURCHASE ORDER ACQUISITION REGULATION FLOWDOWN REQUIREMENTS

INCORPORATION OF FEDERAL ACQUISITION REGULATIONS (FAR), AGENCY FAR SUPPLEMENT, AND DEFENSE ACQUISITION REGULATION SYSTEM (DFARS) CLAUSES

For purchase orders in support of U.S. Government contracts, the FAR and FAR Supplement clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to the purchase order. Full text of FAR clauses is available at FAR | Acquisition.GOV. Full text of DFARS clauses is available at DPC | Defense Acquisition Regulations System | DFARS/PGI (osd.mil). In interpreting and applying FAR and DFARS clauses, and as context requires, the terms “Contractor” and “Offeror” shall mean Seller, the term “Contract” shall mean this subcontract, and the term “Government,” “Contracting Officer” and equivalent phrases shall mean Buyer. The Contracts Disputes Act shall have no application to the purchase order, and nothing in the purchase order grants Seller a direct claim or cause of action against the U.S. Government. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included below.

FAR CLAUSES:

252.227-7013 – RIGHTS IN TECHNICAL DATA – OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2014)

252.227-7015 – TECHNICAL DATA - COMMERCIAL PRODUCTS (FEB 2014)

252.227-7027 – DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.227-7037 – VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

252.244-7000 – SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020)

252.246-7008 – SOURCES OF ELECTRONIC PARTS (MAY 2018) (If item contains electronic parts)

TIME IS OF THE ESSENCE

Time is of the essence for both parties, and they mutually agree to see to the performance of their respective services and delivery of goods and the work of their lower-tier subcontractors be performed in a timely manner.

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS 9JAN 2017)(TAILORED) (EXCERPT)
Inspection/Acceptance.

If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor’s or subcontractor’s premises, provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

CERTIFICATIONS AND REPRESENTATIONS

Seller acknowledges that Buyer will rely upon Seller’s certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Seller. By entering into such contract, Seller makes the certifications and representations set forth below. Seller shall immediately notify Buyer of any change of status regarding any certification or representation.