



DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT

A. INCORPORATION OF DFARS CLAUSES

The Defense Federal Acquisition Regulation Supplement (DFARS) 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, during the performance of this Contract.

B. GOVERNMENT SUBCONTRACT

This Contract is entered into by SRC and SELLER in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Contract:

- 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this Contract.
3. "Contractor" means SELLER, as defined in this document, acting as the immediate (first-tier) subcontractor to SRC
4. "Prime Contract" means the contract between SRC and the U.S. Government or between SRC and its higher-tier contractor in support of a contract with the U.S. Government.
5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Contract.

C. NOTES

- 1. Substitute "SRC" for "Government" or "United States" throughout this clause.
2. Substitute "SRC Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SRC" after "Government" throughout this clause.
4. Insert "or SRC" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through the SRC Procurement Representative.

6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SRC's government prime contract under which this Contract is entered.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Contractor shall, at the request of SRC, accept amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SRC may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SRC furnishes designs, drawings, special tooling, equipment, engineering data or other technical or proprietary information (Furnished Items) to which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SRC, acting on its own behalf, may modify or limit any rights the Government may have to authorize the Contractor's use of such Furnished Items in support of other U.S. Government prime contracts.

F. DoD FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES

REFERENCE TITLE

1. The following DFARS clauses apply to this Contract except as limited by the relevant parenthetical:

- (a) 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
(b) 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) (Applicable when Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
(c) 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) (Applicable in solicitations and contracts that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting
(c) 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEP 2015) (Applicable if Contractor requires Contractor to receive Covered Defense Information, defined as information provided to the contractor by or on behalf of DoD in connection with the performance of the contract, or developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and which falls in any of the following categories: (a) Controlled technical information. Critical information (operations security). (b) Specific facts identified through the Operations Security

- process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process), (c) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information, or (d) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies (e.g., privacy, proprietary business information).)
- (d) 252.211-7003 ITEM IDENTIFICATION AND VALUATION (DEC 2013) (Applicable if Prime Contract requires UID.)
- (e) 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014) (Applicable if FAR 52.219-9 applies and Contract exceeds \$650,000. Paragraph (g) is deleted. If participating in the DoD test program, DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (Test Program) (OCT 2014) replaces this clause.)
- (f) 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applicable if Contract requires the delivery of hazardous materials as defined in the clause.)
- (g) 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Applicable in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.)
- (h) 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD (OCT 2015) (Applicable if contractor will perform any part of this contract outside the United States and Canada that— (1) Exceeds \$700,000 in value; and (2) Could be performed inside the United States or Canada, when SRC is contracting directly with the US Government. Delete subparagraph d.)
- (i) 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)
- (j) 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Exclude and reserve paragraph (d) and paragraph (e)(1).)
- (k) 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014) (Applicable only if technical data is to be delivered under this Contract. Note 3 applies.)
- (l) 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
- (m) 252.229-7011 REPORTING OF FOREIGN TAXES – U.S. ASSISTANCE PROGRAMS (SEP 2005) (Applicable if contract performance overseas is funded by U.S. Assistance appropriations.)
- (n) 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (JUN 2013) (Applicable if this Contract requires Contractor personnel to interact with detainees in the course of their duties.)
- (o) 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applicable in subcontracts for—(i) Parts identified as critical safety items.; (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
- (p) 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Applicable in all subcontracts, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts.)
- (q) 252.246-7008 SOURCES OF ELECTRONIC PARTS (OCT 2016) (Applicable in all subcontracts, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
- (r) 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) (Applicable to all solicitations and resultant contracts, except those for direct purchase of ocean transportation services. In the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence. Use the clause with its Alternate I in other than construction contracts, if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations. Use the clause with its Alternate III in solicitations and contracts with an anticipated value at or below \$150,000.)
- (s) 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Note 2 applies.)
- (t) 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015) (Delete subparagraph (d) (1) and the first five words of subparagraph (d) (2). Note 2 applies.)