



Title: DFAR Supplemental Flowdown Provisions for FFP Commercial Items	
Document Number: SLI-15-000-F039	Version: 2.0

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN
PROVISIONS FOR SUBCONTRACTS/PURCHASEORDERS 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, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the DFARS 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. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SIERRA LOBO INC's government prime contract under which this Contract is entered.
4. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom SIERRA LOBO INC is contracting, acting as the immediate subcontractor to SIERRA LOBO INC.
5. "Prime Contract" means the contract between SIERRA LOBO INC and the U.S. Government or between SIERRA LOBO INC and its higher-tier contractor who has a contract with the U.S. Government.
6. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the

parenthetical phrase following the clause title and date.

1. Substitute "SIERRA LOBO INC" for "Government" or "United States" throughout this clause.
2. Substitute "SIERRA LOBO INC Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SIERRA LOBO INC" after "Government" throughout this clause.
4. Insert "or SIERRA LOBO INC" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through SIERRA LOBO INC.
6. Insert "and SIERRA LOBO INC" after "Contracting Officer", throughout the clause.
7. Insert "or SIERRA LOBO INC PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of SIERRA LOBO INC it will negotiate in good faith with SIERRA LOBO INC relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SIERRA LOBO INC 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. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If SIERRA LOBO INC furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished

Printed copies are uncontrolled and are not to be used for operational purposes. Verify that this is the correct version before use.



Title: DFAR Supplemental Flowdown Provisions for FFP Commercial Items	
Document Number: SLI-15-000-F039	Version: 2.0

Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that SIERRA LOBO INC, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

F. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

The following DFARS clauses apply to this Contract:

DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (SEP 2010) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008) (Applies if this Contract requires the Work to contain unique item identification. In (c)(3)(i), (c)(4)(i), (d), (e), and (f) "Contractor" shall mean "Subcontractor;" all reports required to be submitted under this clause shall be submitted to SIERRA LOBO INC at a location to be provided; delete paragraph (g) and insert the following in lieu thereof: "(g) Lower-Tier Subcontracts. SELLER shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Subcontract for the acquisition of components identified herein as requiring UID.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID)REGISTRY (NOV 2008) (Applies if this Contract requires Government property in SELLER's possession to contain unique item identification.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005) (Applies if the Work contains other than

domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESEMILITARY COMPANIES (SEP 2006) (Applies if SELLER is supplying items on the U.S. Munitions list.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUL 2009) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DEFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)

DFARS 252.225-7021 TRADE AGREEMENTS (JUL 2009) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)


DFARS 252.225-7036 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—BALANCE OF PAYMENTS PROGRAM (DEC 2010) (Use the provision in any solicitation that includes the clause at [252.225-7001](#), Buy American Act and Balance of Payments Program)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "SIERRA LOBO INC." SIERRA LOBO INC shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to SIERRA LOBO INC.)

DFARS 252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (NOV 1995)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) (Applies if this Contract is 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

Printed copies are uncontrolled and are not to be used for operational purposes. Verify that this is the correct version before use.

	Title: DFAR Supplemental Flowdown Provisions for FFP Commercial Items	
	Document Number: SLI-15-000-F039	Version: 2.0

overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. Contractor shall provide notifications to SIERRA LOBO INC and the contracting officer identified to SELLER.)

DFARS 252.246-7004 INDEFINITE QUANTITIES-FIXED CHARGES (DEC 1991)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after g “Contractor” and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Applicable if this Contract meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply.)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 2006) (Applies if this Contract exceeds \$650,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d)(2).)

End of Clauses