

FAR FLOWDOWN PROVISIONS – Commercial Items, Components and Services

INCORPORATION OF FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The FAR 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 note following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different than the date of substance of this clause actually incorporated in the Prime Contract reference by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

Government Subcontract

This Contract is entered into by the Parties 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, order, or purchase order.
3. “Contractor” means the SELLER as defined in the SEAKR general terms and conditions, acting as the immediate (first tier) subcontractor to SEAKR.
4. “Prime Contract” means the contract between SEAKR and the U.S. Government or between SEAKR and its higher-tier contractor who has a contract with the U.S. Government.
5. “Subcontract” means any contract placed by the CONTRACTOR or lower-tier subcontractors under this contract.

Changes Required by Prime Contract

CONTRACTOR agrees that upon the request of SEAKR it will negotiate in good faith with SEAKR relative to changes to this Contract to incorporate additional provisions herein or to change provisions hereof, as SEAKR may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of changes to such Prime Contract. If any such change to this Contract causes an increase or decrease in 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.

Preservation of Government Rights

If SEAKR furnished 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 SEAKR, acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize the CONTRACTOR’s use of such Furnished Items in support of other U. S. Government prime contracts.

PROVISIONS OF THE FAR INCORPORATED BY REFERENCE

- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Clause is applicable if this Contract equals or exceeds \$150,000.)
- FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Clause is applicable if the Contract exceeds \$5,000,000 and the period of performance is 120 days or more.)
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011) (Clause is applicable if the Contract is expected to exceed \$150,000.)
- FAR 52.219-28 POST AWARD SMALL BUSINESS REREPRESENTATION (APR 2009) (Clause is applicable if the Contract exceeds \$3,000 and will be performed in the U.S.)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Clause is applicable if Equal Opportunity clause has been determined to apply to this Contract.)
- FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007) (Clause is applicable only if it is not exempt by the Secretary of Labor under Executive Order.)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) (Clause is applicable if this Contract equals or exceeds \$100,000, unless exempted by the Secretary of Labor.)

FAR PROVISIONS - continued

- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
(Clause is applicable if this Contract exceeds or is expected to exceed \$15,000.)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Clause is applicable if FAR
clause 52.222-35 is applicable.)
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Clause is applicable to all
Contracts.)
- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009) (Clause may be
applicable if the Contract exceeds \$150,000, see FAR for details.)
- FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Clause is applicable if the Work
was manufactured with or contains ozone-depleting substances.)
- FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (FEB 2009) (Clause is applicable if the Work
contains other than domestic components.)
- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) (Clause is
applicable if existing computer software is to be delivered under this Contract.)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) (Clause is applicable if U.S. Government
property is furnished to SELLER by SEAKR under the Contract.)
- FAR 52.245-9 USE AND CHARGES (AUG 2010) (Clause is applicable only if clause 52.245-1 is
applicable under the Contract.)
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS
(FEB 2006)