



PUBLIC
CONTRACTING
INSTITUTE

Introduction to FAR Flow Downs

August 21, 2024



Capital Edge Consulting Overview

Capital Edge Consulting Inc.

- ✍ Established in 2010
- ✍ Headquartered: National Capital Region
- ✍ Incorporated: Delaware
- ✍ Employs 50+ professionals
- ✍ Actively supports 200+ clients per year
- ✍ Recognized nationally and regionally:
 - Inc. 5000 3X
 - Inc. 5000 DC Metro: 2020
 - Washington Business Journal Fastest Growing Companies: 2020
- ✍ Go-to-resource for Government Contracting Compliance Expertise
- ✍ Go-to-resource for Government Contracting Compliance Public Training



Key Senior Leaders

Capital Edge employees combine their unique backgrounds and experience in public accounting, industry, DCAA and DCMA to provide unmatched government contracting expertise.



Chad T. Braley
CEO & Managing Partner

Mr. Braley is the company founder and leads the company's services and growth initiatives. He specializes in business and organizational improvement strategies within the constraints of federal procurement regulations. He is a frequent lecturer and expert in cost accounting and business systems compliance.



Stephen "Chase" Kunk, J.D.
Managing Partner

Mr. Kunk has both industry (Defense and Intel Community) and consulting experience. He has extensive experience in purchasing system compliance, CPSR readiness and risk mitigation, contract and subcontract negotiations, administration and management. He also serves as an expert witness and has been admitted under GAO protective order.



Sean O'Connor
Managing Partner

Mr. O'Connor spent several years in the Forensic Advisory practice for a Big 4 firm and currently works with both contractors and grantees. He has represented multiple clients with OIG settlements with disputes regarding GSA contracts and has considerable experience working with internal audit teams, re-engineering business processes, SOX compliance, and business systems compliance.



Paul M. Bailey, CPA
Partner

Mr. Bailey has served in executive leadership positions for major Defense contractors and several Big 4 firms. He is a published author on government contracting topics, has broad experience with federal procurement rules, has provided expert testimony, assists contractors and counsel with due diligence and resolution of contract disputes, accounting non-compliances and business systems compliance.

Marie Salamone, CCP, MBA
Partner

Ms. Salamone has more than 30 years of government contract cost accounting and compliance consulting as well as cost engineering, construction claims analysis and litigation experience in an array of industries that include pharmaceutical, defense, manufacturing, service, energy, and much more. Ms. Salamone's expertise includes FAR, CAS, agency supplemental regulations, incurred cost and forward pricing rate proposals, contract terminations, business system compliance, indirect rate modeling, cost engineering, and construction-related claims.

Gene Hansen, MBA, MS-Eng, Esq.
Partner

Mr. Hansen applies his 20+ years of experience in Aerospace & Defense (A&D) program managing large-scale system implementations, process improvement and change initiatives. He is experienced with multiple ERP, MES, and PLM systems and combines his machining, manufacturing engineering, business, and legal background into integrated process and systems development capability.

Tony Worick
Partner

Tony Worick specializes in enabling businesses to work with the United States Government, particularly in the aerospace, defense, and commercial sectors. He leverages his expertise in Federal Acquisition Regulation (FAR), Cost Accounting Standards (CAS), and Defense Federal Acquisition Regulation Supplement (DFARS) to help companies establish internal controls, monitor compliance, and achieve successful audit outcomes.



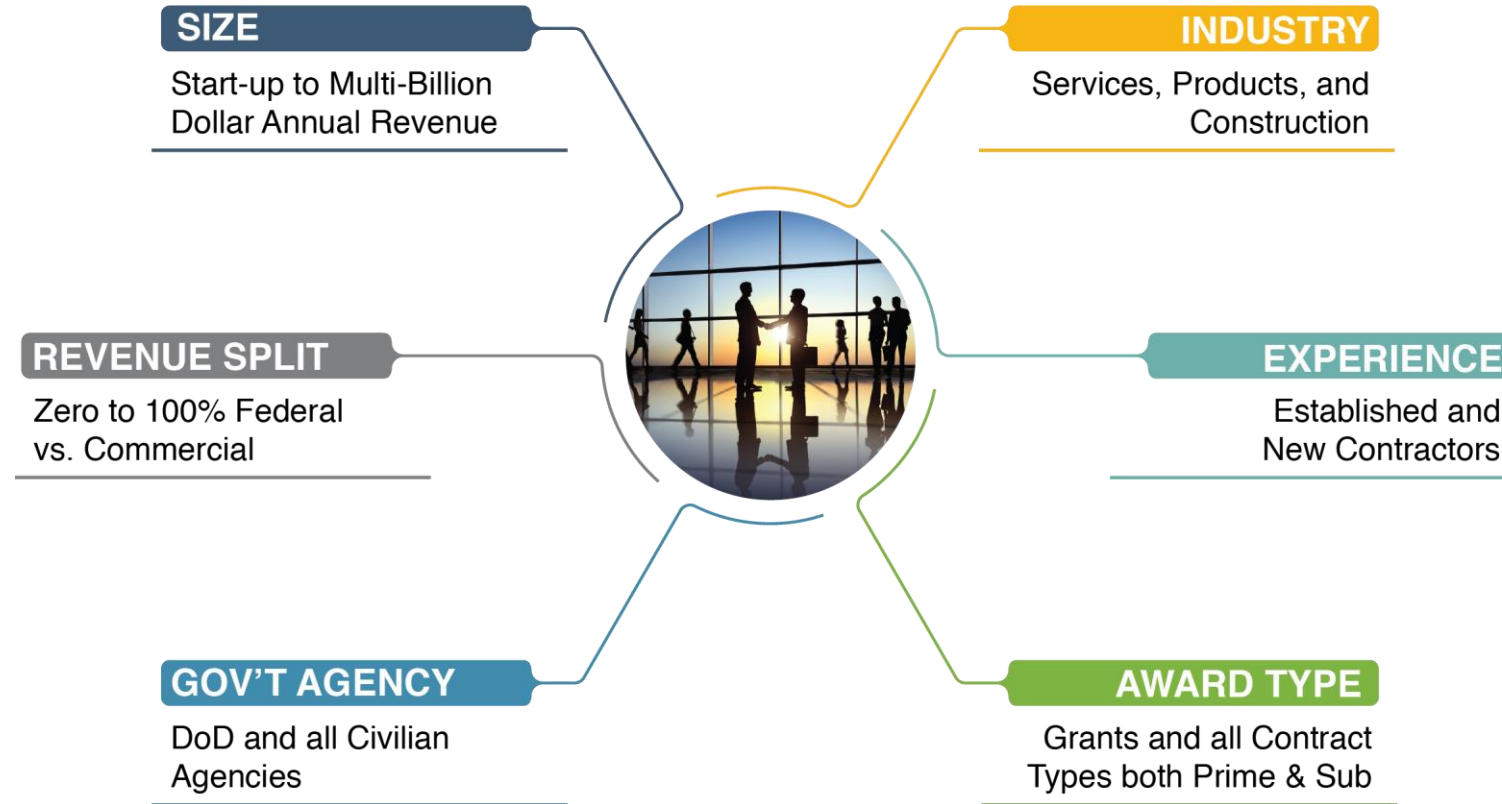
Value Proposition

As the largest consulting firm-of-its-kind, Capital Edge assists **government contractors** and **federal grant recipients** in navigating **regulatory and contractual compliance** across all industries that serve **local, state and federal government**. We are singularly focused on **delivering proven excellence**, successful outcomes and outstanding client experiences.



Who We Work With

All entities receiving Federal funding



Comprehensive Solutions

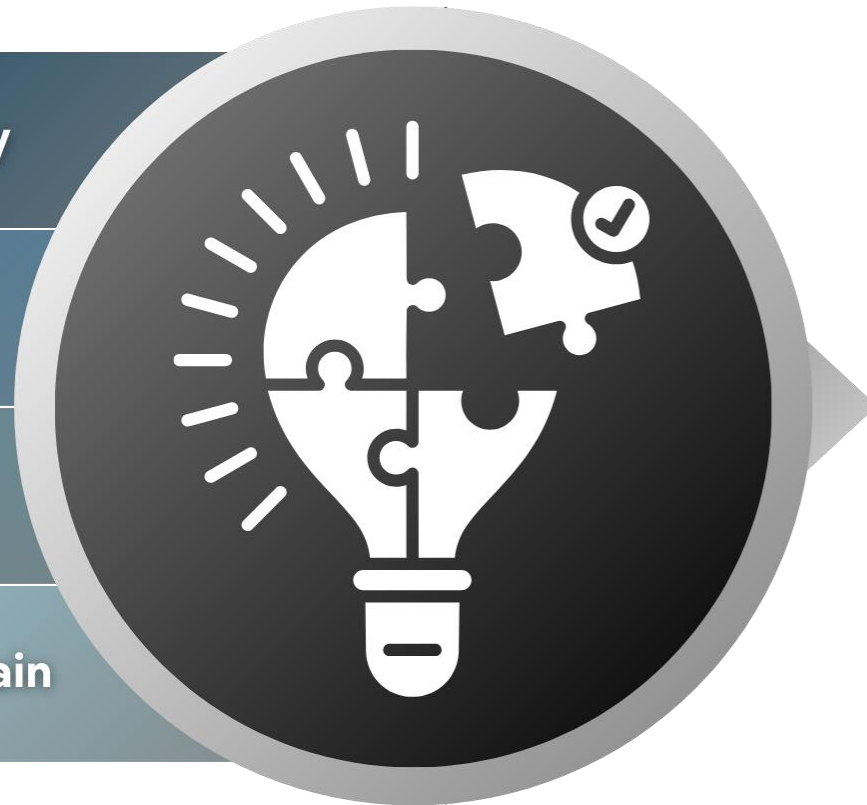
Capital Edge provides both full service integrated solutions as well as selected services within four main areas:

Organizational Strategy

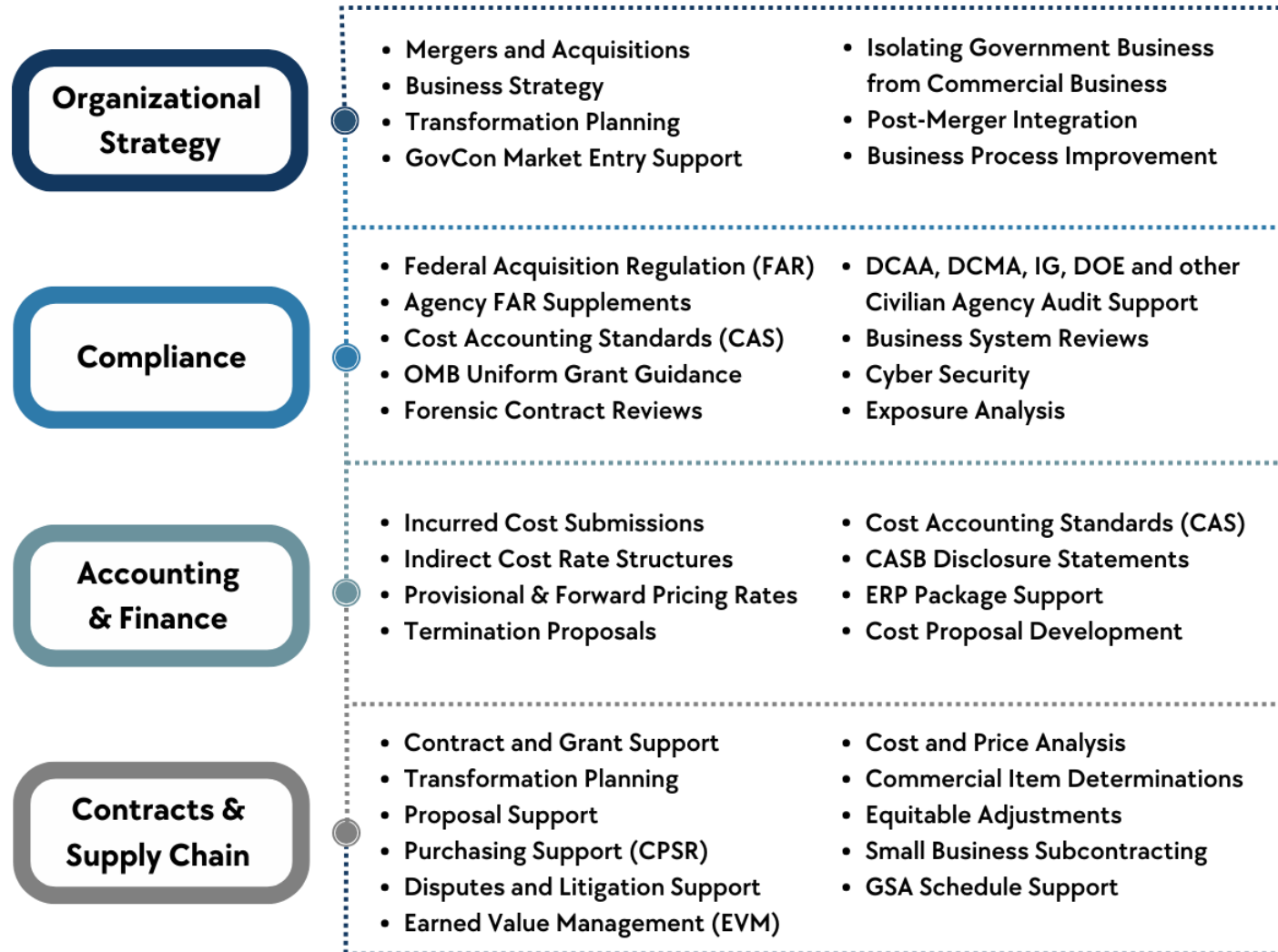
Compliance

Accounting & Finance

Contracts & Supply Chain



The Solution Model





Organizational Strategy

Organizational Strategy

Key Functional Areas

Define the organization, policies, business processes, systems/technology, and monitoring/oversight of each element of the business structure.



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- Articles • Complimentary Webinars •
- Regulatory Updates • Newsletters •
- Upcoming Events & Training •





Kimberly Rinder, *Senior Manager*

- ✔ 30+ years in USG contracts & procurement
- ✔ Former DoD Industry Corporation's Senior Director, Contracts, Procurement and Compliance
- ✔ Managed purchasing system integrity/CPSR compliance sustainment for multiple DoD manufacturers and end item integrators
- ✔ Advocate for clients during CPSRs
- ✔ krinder@capitaledgeconsulting.com



Cobi Walkland, *Senior Manager*

- ✔ CPSR SME
- ✔ Supports re-designs of federal purchasing systems
- ✔ Advocate for clients during CPSRs
- ✔ Go-to resource for outsourced monitoring of clients' purchasing systems
- ✔ cwalkland@capitaledgeconsulting.com

- ✍ Regulatory Background
- ✍ Policy for Flow Downs
- ✍ Procedures for Flow Downs
- ✍ FAR Format
- ✍ Supplements including DFARS
- ✍ Special/Local Clauses
- ✍ Prime Contract Structure
- ✍ Types of Flow Downs
- ✍ Examples

- ✍ Federal Acquisition Regulations (FAR)
- ✍ Defense Federal Acquisition Regulations (DFARS)
- ✍ Purchase Orders (PO)
- ✍ Request for Quotes (RFQ)
- ✍ Request For Proposals (RFP)
- ✍ United States Government (USG)

- ✍ **Prime Contract** is a contract between the buying agency (Government) and the contractor.
- ✍ **Contract** means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C.6301
- ✍ **Subcontract** is the contractual vehicle from the prime contractor to its suppliers.

Why did you sign up for this training?

- a. I work in contracts and want to learn how to properly flow down requirements to procurement/supply chain.
- b. I work in procurement/supply chain and want to learn how to properly flow down requirements to our suppliers.
- c. I work in the program office and want to understand the importance of flow downs in our contracts and procurements.
- d. I am new to federal contracting and/or procurement/supply chain.

Regulatory Background:

- United States Government (USG) contracts contain clauses that require prime contractors (and their subcontractors) to flow down to subcontractors
- These flow downs are required to implement requirements, laws and regulations

Policy:

- To flow down all provisions required by federal, state and local laws, applicable clauses, agency supplements and other/special terms and conditions into Request For Proposals (RFP)/Request for Quotes (RFQ), subcontracts, and Purchase Orders (PO)
- To tailor such flow downs for each procurement
- Consider not flowing down clauses and other agency supplement clauses unless such are in the contract/subcontract
- Not to flow down clauses and other agency supplement clauses that are not applicable to the subcontractor under the subcontract/PO even if they are in the contract/subcontract

Procedure:

- At the solicitation stage (RFP/RFQ) or during performance (contract/subcontract), the Buyer will review and initially determine which clauses and requirements are appropriate to flow down under the circumstances
- The text of FAR/DFARS clauses in the solicitation/contract must be reviewed to determine flow down applicability
- The Buyer will document the flow down clauses they believe are expressly mandatory flow downs as well as such other contract clauses from the RFP/RFQ/ contract/subcontract believed to be required to ensure appropriate subcontract performance
- The Buyer will request managerial review of the flow down clauses identified to ensure accuracy

Procedure:

- Sources to support your flow down analysis:
 - FAR/DFARS clause version in the solicitation/USG prime contract/contractor's contract/subcontract
 - Company Procurement Manual
 - NDIA's "NDIA FAR Flowdown Book" also known as "A Study of the Applicability of FAR Clauses to Subcontracts Under Prime Defense and NASA Contracts"
 - Managerial Review
 - Director of Supply Chain
 - Director of Contracts
 - Cognizant Contracts Manager
 - Legal

True or False: I need to flow down every clause in my customer's contract to my supply base.

Where to Find the FAR Online

<https://www.acquisition.gov/browse/index/far>

- ☞ Provides definitions when you hover on a word/phrase that is underlined
- ☞ Includes hyperlinks to clauses, subparts, etc.
- ☞ A variety of formats are available:



<https://www.ecfr.gov/>

- ☞ Look for Title 48, Federal Acquisition Regulations System
- ☞ Also includes all other titles under the Code of Federal Regulations (CFR)
- ☞ The official electronic record of the CFR

✍ Primary Purpose of the FAR

- To govern purchases made by Federal Agencies

✍ Does it apply to Contractors?

- For the most part, yes. The clauses in a contract with a Federal Agency are binding, and many of them come directly from the FAR or its supplements
- In addition, a contractor makes purchases on behalf of the Federal Government (they buy, or subcontract out, items and services the government will use or benefit from), and therefore they must comply with many of the same laws and procedures that apply when the government makes such purchases directly

✍ How is the FAR Organized?

- In subchapters, parts, and subparts

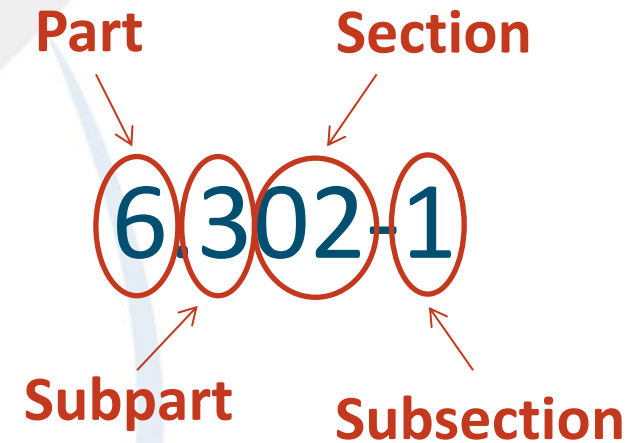
✍ When citing the FAR, it's important to be exact.

▼ Title 48 Federal Acquisition Regulations System	Part / Section
▼ Chapter 1 Federal Acquisition Regulation	1 – 99
▼ Subchapter B Acquisition Planning	5 – 12
▼ Part 6 Competition Requirements	6.000 – 6.502
▼ Subpart 6.3 Other Than Full and Open Competition	6.300 – 6.305
6.300	Scope of subpart.
6.301	Policy.
6.302	Circumstances permitting other than full and open competition.
6.302-1	Only one responsible source and no other supplies or services will satisfy agency requirements.

Part **Section**

6.302-1

Subpart **Subsection**



- ✍ Each part has subparts and sections that follow the same common order (a part may have all or some of these):
 - Scope
 - Definitions
 - Applicability (sometimes)
 - Policy – key section for guidance. Look for “must” and “shall” terms which are binding
 - General – (sometimes) more detailed info than scope, provides context for the info to follow
 - Exceptions – important to know when the rules don’t apply
 - **Solicitation Provisions and Contract Clauses** – key section. Tells the Contracting Officer what provisions/clauses to insert in a solicitation or contract, relevant to the guidance in that FAR Part. The clauses become a part of the contract and are binding on both parties
 - Procedures – “how to”

Examples of Sections and Subsections

▼ Subpart 3.8 Limitations on the Payment of Funds to Influence Federal Transactions

- 3.800 Scope of subpart.
- 3.801 Definitions.
- 3.802 Statutory prohibition and requirement.
- 3.803 Exceptions.
- 3.804 Policy.
- 3.805 Exemption.
- 3.806 Processing suspected violations.
- 3.807 Civil penalties.
- 3.808 Solicitation provision and contract clause.

▼ Subpart 9.4 Debarment, Suspension, and Ineligibility

- 9.400 Scope of subpart.
- 9.401 Applicability.
- 9.402 Policy.
- 9.403 Definitions.
- 9.404 Exclusions in the System for Award Management.
- 9.405 Effect of listing.
 - 9.405-1 Continuation of current contracts.
 - 9.405-2 Restrictions on subcontracting.
- 9.406 Debarment.
 - 9.406-1 General.
 - 9.406-2 Causes for debarment.
 - 9.406-3 Procedures.
 - 9.406-4 Period of debarment.
 - 9.406-5 Scope of debarment.
- 9.407 Suspension.
 - 9.407-1 General.
 - 9.407-2 Causes for suspension.
 - 9.407-3 Procedures.
 - 9.407-4 Period of suspension.
 - 9.407-5 Scope of suspension.
- 9.408 [Reserved]
- 9.409 Contract clause.

- ✍️ Toward the end of each Part, there is a section(s) prescribing provisions and/or clauses that the contracting officer must include in their solicitation (RFP) and the resulting contract.
- ✍️ **Provision:** applies to the solicitation
 - Stipulates procedure pre-award and includes instructions to the offeror
 - Many provisions provide for certifications and disclosures to be made by the offeror
 - “Drops off” after award is made.
- ✍️ **Clause:** applies to both solicitation and award
 - **The requirements and procedures stipulated in clauses are a binding part of the contract**
 - Certain clauses explicitly say that they must be flowed down to subcontractors
 - Generally, these instructions will be towards the end of the clause
 - It is important for companies to keep an updated list of which lowdown clauses are unique to their prime contract(s) so they can be included in POs and subcontracts

3.808 Solicitation provision and contract clause.

- (a) Insert the provision at 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, in solicitations expected to exceed \$150,000.
- (b) Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.

As prescribed in 9.409, insert the following clause:

Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)

(a) *Definition. Commercially available off-the-shelf (COTS) item, as used in this clause -*

(1) Means any item of supply (including construction material) that is -

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

9.409 Contract clause.

The contracting officer shall insert the clause at 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$35,000.

✍ There's more:

- Supplements
- Deviations
- "Special/Local" clauses

✍ Each department, and even agencies within departments, has authority to issue supplemental guidance to the FAR:

- Examples:
 - DFARS - Defense Federal Acquisition Regulation Supplement is the primary supplement relevant to Department of Defense (DoD) contracts
 - AFARS – US Army Federal Regulation Supplement
 - AFFARS – US Air Force Regulation Supplement
 - HHSAR – Department of Health and Human Services Acquisition Regulation
 - DEAR – Department of Energy Acquisition Regulation

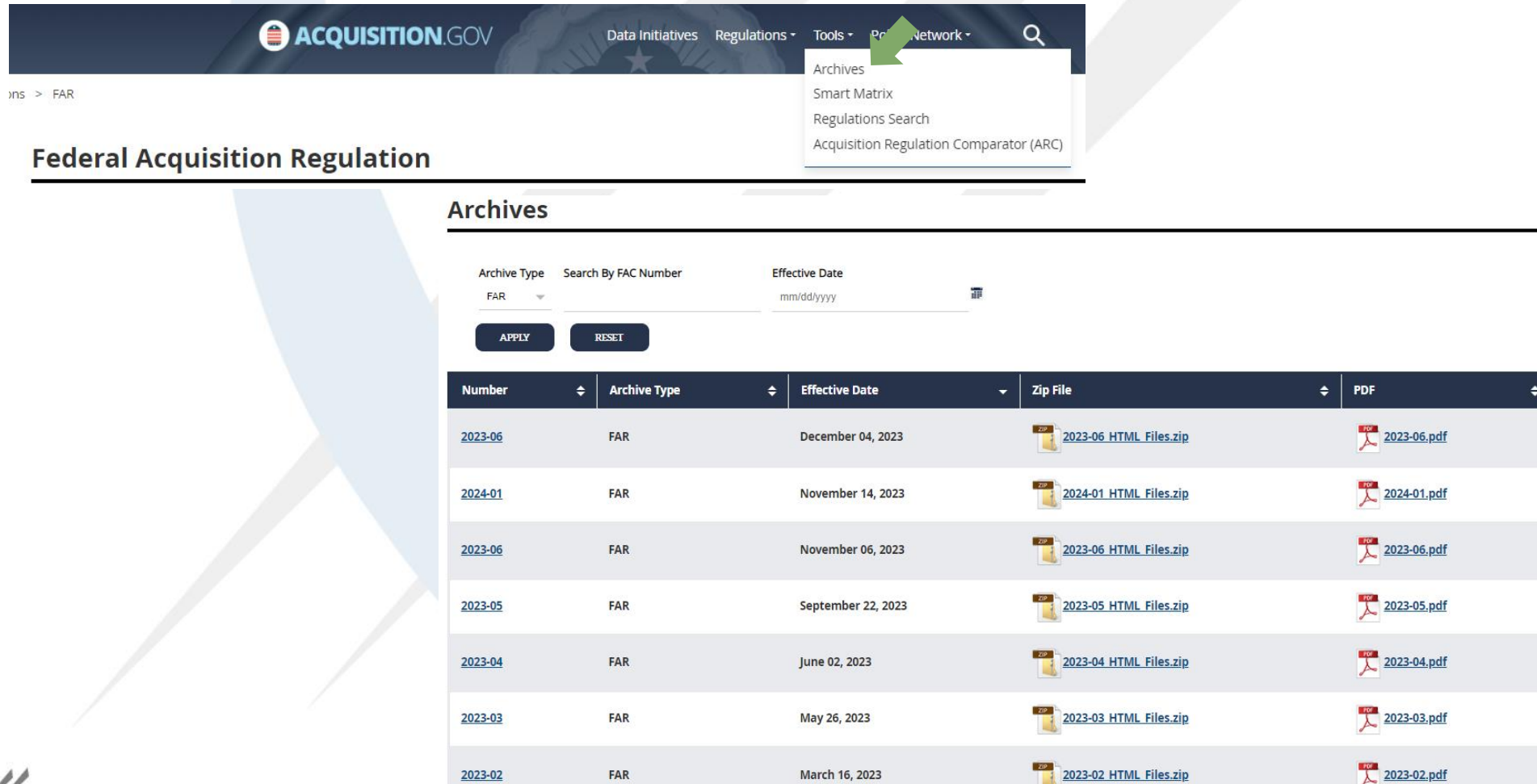
- ✍ Supplements provide additional information on *how* to implement various aspects of the FAR and can place further restriction on certain rules
- ✍ FAR Supplements generally won't permit agencies to avoid FAR rules, but they *will* provide specific instruction, and sometimes additional rules that would only apply to that particular agency
 - Example: DFARS clauses that pertain to contractors accompanying U.S. armed forces overseas.
 - These are specific rules that those in the defense business need to know, but someone working for the Department of the Interior probably wouldn't need, so they belong in the DFARS, not the FAR.

Supplement Numbering System

FAR	44	Subcontracting Policies and Procedures
FAR	44.3	Contractors' Purchasing System Reviews
FAR	52	Solicitation Provisions and Contract Clauses
FAR	52. 244 -2	Subcontracts
DFARS	244	Subcontracting Policies and Procedures
DFARS	244.3	Contractors' Purchasing Systems Review
DFARS	252	Solicitation Provisions and Clauses
DFARS	252. 244 -7001	Contractor purchasing system administration

True or False: There is no linkage between FAR and DFARS clause numbering system.

<https://www.acquisition.gov/browse/index/far>



ACQUISITION.GOV Data Initiatives Regulations Tools **Archives** Procurement Network

ins > FAR

Federal Acquisition Regulation

Archives

Archive Type: FAR Search By FAC Number: mm/dd/yyyy Effective Date: mm/dd/yyyy

APPLY RESET















Number	Archive Type	Effective Date	Zip File	PDF
2023-06	FAR	December 04, 2023	 2023-06 HTML Files.zip	 2023-06.pdf
2024-01	FAR	November 14, 2023	 2024-01 HTML Files.zip	 2024-01.pdf
2023-06	FAR	November 06, 2023	 2023-06 HTML Files.zip	 2023-06.pdf
2023-05	FAR	September 22, 2023	 2023-05 HTML Files.zip	 2023-05.pdf
2023-04	FAR	June 02, 2023	 2023-04 HTML Files.zip	 2023-04.pdf
2023-03	FAR	May 26, 2023	 2023-03 HTML Files.zip	 2023-03.pdf
2023-02	FAR	March 16, 2023	 2023-02 HTML Files.zip	 2023-02.pdf

Table 15-1 – Uniform Contract Format

Section

Part I – The Schedule

- A - Solicitation / contract form
- B - Supplies or services and prices/costs
- C - Description/specifications/statement of work
- D - Packaging and marking
- E - Inspection and acceptance
- F - Deliveries or performance
- G - Contract administration data
- H - Special contract requirements

Part II – Contract Clauses

- I - Contract Clauses

Part III – List of Documents, Exhibits, and other Attachments

- J - List of Attachments

Part IV – Representations and Instructions

- K - Reqs, certs, and other statements of offerors or respondents
- L - Instructions, conditions, and notices to offerors or respondents
- M - Evaluation factors for award

FAR 15.204-1 Uniform Contract Format

- ✍ Special contract requirements (local clauses) are specific to a particular unit within a federal agency
 - Found in section H of the prime contract (sometimes G)
 - Sometimes we call these “homegrown” clauses (“H” for Homegrown)
- ✍ “H” Clauses are local policies or rules specifically set forth by a particular command, contracting office or contracting officer. Because they are unique, they are spelled out in full text, usually in section “H” of the standard contract format
 - Example: Our contracts performed in the CENTCOM theater of operations (the Middle East) are subject to specific rules set forth by the CENTCOM Joint Contracting Command.
 - Example: required medical exams/standards for contractors working in theater

✍️ **“Acceptable purchasing system”** - a purchasing system that complies with the system criteria outlined in 252.244-7001(c) - 24 System Criteria.

19. Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable slowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, if applicable;

True or False: I only flow down the latest version of FAR/DFARS.

✍ 3-prong test to determine if a FAR clause is a mandatory flow down:

- The clause is in your contract;
- The clause is expressly required to be flowed down by the terms of the clause (instructions are inserted in the clauses that must be flowed down); and
- The express language of the clause applies to the unique circumstances of the instant procurement

- ✍ “Mandatory” can be misleading. Is “Conditionally Mandatory” better?
- ✍ Many of these mandatory flow downs are conditioned (a condition precedent or subsequent) on certain requirements, exceptions and circumstances
- ✍ The Buyer needs to review the clause from the solicitation/contract/subcontract to determine if the conditions/circumstances apply to the instant procurement

Conditionally Mandatory Examples

- ✍ **FAR 52.222-37**, *Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans*, must be flowed down (or “the terms of this clause”) in “subcontracts of \$100,000 or more unless exempted by rules, regulations or orders of the Secretary of Labor”
- ✍ **FAR 52.209-6**, *Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment*, must be flowed down in each subcontract that (1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and (2) Is not a subcontract for commercially available off-the-shelf items.
- ✍ **FAR 52.222-21**, *Prohibition of Segregated Facilities*, must be flowed down to all subcontracts subject to the Equal Opportunity clause of the contract. (\$10K)
- ✍ **FAR 52.222-41**, *Service Contract Labor Standards*, must be flowed down to all subcontracts subject to the Service Contract Labor Standards statute. (\$2.5K)

✍ There are also FAR/DFARS clauses requiring flow down of *the exact language* of the provision/clause to the subcontractor. For example (non-exhaustive list):

- **FAR 52.211-14, Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.** As prescribed in 11.604(a), insert the following provision:

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation. [*Contracting Officer check appropriate box.*]

- **FAR 52.211-15, Defense Priority and Allocation Requirements.** As prescribed in 11.604(b), insert the following clause:

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

- ✍ There are also FAR/DFARS clauses requiring flow down of the requirement or “*substance*” of the clause to the subcontractor but not the clause itself. For example (non-exhaustive list):
- **FAR 52.203-7, *Anti-Kickback Procedures***. The substance of this clause (except for certain subparagraph(s)) must be flowed down in all subcontracts exceeding the SAT.
 - **FAR 52.232-40, *Providing Accelerated Payments to Small Business Subcontractors***. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.
 - **52.215-23, *Limitations on Pass-Through Charges***. Insert the substance of this clause in all cost-reimbursement subcontracts under this contract that exceed the SAT, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data.

- ✍ There are also FAR/DFARS clauses that place some duty on the contractor, but the clause or language/substance of the clause is not expressly required to be flowed down to the subcontractor. For example (non-exhaustive list):
- **52.204-10, *Reporting Executive Compensation and First-Tier Subcontract Awards***. This clause requires the contractor to secure certain information from its first-tier sub (unless an exemption applies) and report that information and other information to the USG.
 - **52.204-14, *Service Contract Reporting Requirements***. This clause requires the contractor to require each first-tier sub meeting certain conditions to provide certain information to the contractor to enable the contractor to report to the USG.

True or False: Some FAR/DFARS only require the “substance” of the clause to be flowed down, rather than the clause itself.

By accepting this purchase order, supplier affirms compliance with the following provisions:
FAR 52.211-15 Defense Priorities and Allocation System (DPAS) Rating. If a United States Government prime contract number(s) and DPAS rating appears above, then this purchase order shall be considered a 'rated order' certified for National Defense, emergency preparedness, and energy program use. The Supplier is required to follow all provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700). Acceptance of the DPAS requirements, as applicable, is required within 10 days of award date for a DX rated item and within 15 days of award date for a DO rated item. Rejection of DO or DX orders must be in writing (hardcopy) or in electronic format giving the specific reason for the rejection;

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions;

[REDACTED]

Purchase Order: [REDACTED]

Date: 10/03/2023

Page 4

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions;

✍ FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

(g) *Subcontracts.*(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR [3.808](#) on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

✍ FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

Company XYZ

PO Box 123

San Diego, CA 92101

Purchase Order: 24-0401-KR

Date: 04/01/2024

The following documents are incorporated by reference.

1. Company XYZ Purchase Order Provisions, Agreement #1-Acme-2023
2. Company XYZ Terms and Conditions for Firm Fixed Price Orders Form 1099, Rev. B, dated 01/01/2023.
3. Statement of Work for “Design and Development of Widgets”, Rev. 0, dated 11/15/2023.

Company XYZ

PO Box 123

San Diego, CA 92101

Purchase Order: 24-0401-KR

Date: 04/01/2024

SUPPLIER ACCEPTS ALL T&C'S AND REQUIRED FAR FLOW DOWNS.

By signing the purchase order, supplier agrees to all terms and conditions, and applicable FAR/DFARS flow downs within this purchase order and in any enclosures/attachments.

Supplier Name

Date



Kimberly Rinder

Senior Manager

krinder@capitaledgeconsulting.com



Cobi Walkland

Senior Manager

cwalkland@capitaledgeconsulting.com

CONTACT US

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