

ABLE ENGINEERING & COMPONENT SERVICES

SUPPLEMENT I: COMMERCIAL ITEM FLOWDOWNS

1. The following FAR clauses apply to this Order:

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (applicable if contract is funded in whole or in part with Recovery Act funds)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (applicable the subcontractor may have Federal contract information residing in or transiting through its information system.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (15 U.S.C. 645(d) penalties will apply to any person who misrepresents itself as a small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOBSB.)

52.222-26 EQUAL OPPORTUNITY (Only subparagraphs (c)(1)-(11) apply.)

52.222-37 EMPLOYMENT REPORTS ON VETERANS.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (applicable if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40)

52.222-50 COMBATING TRAFFICKING IN PERSONS ("Government" means Government and Buyer and "Contracting Officer" means Buyer's Authorized Procurement Representative)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (applicable if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (applicable if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62)

52.224-3(A) PRIVACY TRAINING (applicable if subcontractor has access to system of records; has the ability to create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate as system of records.) (B) Alternate I (applicable if subcontractor has access to system of records; has the ability to create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate as system of records.)

52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (In (c)(1), subcontractor means Seller).

2. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$10,000:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applicable if the Seller shall perform wholly or partially in the United States)

3. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$15,000:

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

4. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$150,000:

52.203-6 Alt 1 – Restrictions on Subcontractor Sales to the Government.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS

5. The following FAR clause(s) apply to this Contract if the value of this Contract is equal to or exceeds \$500,000:

52.222-60 PAYCHECK TRANSPARENCY - Executive Order 13673 (applicable if the estimated subcontract is for other than commercially available off-the-shelf items)

6. The following FAR clause(s) apply to this Contract if the value of this Contract exceeds \$5,500,000 and the period of performance is more than 120 days:

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (By signing a contract or performing against a contract in which FAR 52.203-13 is applicable: Seller hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, and the cognizant Buyer Procurement Representative whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Seller has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733). Seller also certifies that, within 30 days of signing a contract or performing against a contract in which FAR 52.203-13 is applicable, Seller will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the contract. Paragraph (c) of this clause does not apply if Seller has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101.)

7. The following FAR clauses apply as indicated:

52.204-2 SECURITY REQUIREMENTS (Applicable if work

ABLE ENGINEERING & COMPONENT SERVICES

SUPPLEMENT I: COMMERCIAL ITEM FLOWDOWNS

requires access to classified information. Delete paragraph c of the clause.)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applicable if the Seller has systems that are covered contractor information systems, *meaning* systems that are owned or operated by Seller that process, store, or transmit Federal contract information. "Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public, such as on public Web sites, and not including simple transactional information, such as necessary to process payments.)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if so identified as a "rated order").

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES ("Administrative Contracting Officer" and "ACO" mean Buyer's Authorized Procurement Representative.) (If this Contract meets the applicability requirements of FAR 15.408(k))

52.222-41 SERVICES CONTRACT LABOR STANDARDS (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applicable for (i) commercial and noncommercial services normally provided for the COTS item or (ii) construction; value exceeding \$3,500; and performed in the United States)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (Applicable to Articles that contain radioactive material).

52.223-11 OZONE-DEPLETING SUBSTANCES (Applicable if the Articles were manufactured with or contain ozone-depleting substances.)

52.225-1 BUY AMERICAN ACT—SUPPLIES (Applicable if this Contract requires furnishing of Articles containing other than domestic components. Component test of the Buy American Act is waived for an end product that is a COTS item)

52.225-5 TRADE AGREEMENTS (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (Applicable only if existing computer software is to be delivered under this Order).

52.245-1 GOVERNMENT PROPERTY, ALT I (Applicable if Government property is furnished in the performance of this Contract. Substitute "BUYER" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," "Loss of Government Property," "Government material," and in references to title to property. Substitute "BUYER's Representative" for "Contracting Officer," "Administrative Contracting Officer," "Property Administrator," and "ACO" throughout this clause, except in the phrase "Plant Clearance Officer". The following is added as paragraph (n): "CONTRACTOR shall provide to BUYER immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control

system.").

8. The following DFARS CLAUSES are applicable if this Order is in support of a Department of Defense prime contract and if the stipulation in the relevant parenthetical applies:

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT

INFORMATION (Applicable if Contract is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties; If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' failure to comply with the subject clause and the requirement therein, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applicable if covered defense information is resident or transiting through Seller's information systems; (b)1(ii)(A), Seller shall provide to Buyer a copy of the notification sent to DoD CIO at the time such notification is sent; (b)1(ii)(B), Seller shall provide to Buyer a copy of the effective security measures and/or equivalent protections as accepted by DoD CIO at the time such measures are accepted; (c)1(ii), Seller shall provide a copy of cyber incident reports to Buyer at the time such incident is reported to DoD CIO; If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' failure to comply with the subject clause and the requirement therein, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (Applicable if so specified on Buyer's drawing)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applicable if FAR 52.219-9 applies to this Contract. Delete Paragraph (g).)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applicable if the Contract requires the delivery of specialty metals as end items.)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS. (Applicable, except for paragraph (d), if Articles provided under this Contract contains specialty metals.)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE. (Applicable if DFARS Clause 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)

252.225-7021 TRADE AGREEMENTS (Applicable if Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and 52.225-5).

252.225-7036 BUY AMERICAN ACT -- FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM.

ABLE ENGINEERING & COMPONENT SERVICES

SUPPLEMENT I: COMMERCIAL ITEM FLOWDOWNS

(Applicable if the Articles contain other than domestic components.)

252.225-7048 EXPORT-CONTROLLED ITEMS (Applicable if the Seller expects or involves access to or generation of export-controlled items)

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Applicable only if technical data is to be delivered under this Contract. Insert "and BUYER" after "Government" or "Contracting Officer," as appropriate, throughout this clause.)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applicable to the extent Seller is supplying electronic parts or assemblies containing electronic parts)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) of the clause. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$150,000. Substitute "BUYER" for "Government" or "United States" as applicable throughout this clause, except for paragraph (c). Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause, except for paragraph (c) and (e) where it shall mean the Government Contracting Officer but a copy of the bill of lading shall be provided to the Buyer's Authorized Procurement Representative.)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)