CLAUSE GROUP ONE (1) - CLAUSES APPLICABLE TO COMMERCIAL ITEM
OPEN MARKET ORAL PURCHASES
(Exceeding the micro-purchase threshold (as defined in FAR 2.1) and not exceeding the
Simplified Acquisition Threshold)

1. FAR 52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)
   (a) Definition. As used in this clause—
   “Commercial and Government Entity (CAGE) code” means—
   (1) An identifier assigned to entities located in the United States or its outlying areas
   by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE)
   Branch to identify a commercial or government entity, or
   (2) An identifier assigned by a member of the North Atlantic Treaty Organization
   (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United
   States and its outlying areas that the DLA Contractor and Government Entity (CAGE)
   Branch records and maintains in the CAGE master file. This type of code is known as an
   NCAGE code.
   (b) Contractors shall ensure that the CAGE code is maintained throughout the life of
   the contract. For contractors registered in the System for Award Management (SAM), the
   DLA Contractor and Government Entity (CAGE) Branch shall only modify data received
   from SAM in the CAGE master file if the contractor initiates those changes via update of
   its SAM registration. Contractors undergoing a novation or change-of-name agreement
   shall notify the contracting officer in accordance with Subpart 42.12. The contractor shall
   communicate any change to the CAGE code to the contracting officer within 30 days
   after the change, so that a modification can be issued to update the CAGE code on the
   contract.
   (c) Contractors located in the United States or its outlying areas that are not registered
   in SAM shall submit written change requests to the DLA Contractor and Government
   Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051,
   Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the
   address shown on the back of the DD Form 2051. Change requests to the CAGE master
   file are accepted from the entity identified by the code.
   (d) Contractors located outside the United States and its outlying areas that are not
   registered in SAM shall contact the appropriate National Codification Bureau or NSPA to
   request CAGE changes. Points of contact for National Codification Bureaus and NSPA,
   as well as additional information on obtaining NCAGE codes, are available at
   http://www.dlis.dla.mil/Forms/Form_AC135.asp.
   (e) Additional guidance for maintaining CAGE codes is available at

   (End of clause)
2. **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015) -- Tailored**

   (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

   (1) Within a reasonable time after the defect was discovered or should have been discovered; and

   (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

   (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

   (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

   (d) **Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

   (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

   (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and
shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—
(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the
amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the
Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) TAILORED - Note this paragraph is being deleted because it is not applicable. Oral orders using the purchase card as both the purchasing and payment mechanism are exempt at FAR 4.1102 from the System for Award Management registration requirements.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

3. FAR 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders-Commercial Items (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (10) [Reserved]
__ (ii) Alternate I (Nov 2011) of 52.219-3.
__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (JAN 2011) of 52.219-4.
__ (13) [Reserved]
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
____ (iii) Alternate II (Mar 2004) of 52.219-7.
____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014)
(15 U.S.C. 637(d)(2) and (3)).
____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014)
(15 U.S.C. 637(d)(4)).
____ (ii) Alternate I (OCT 2001) of 52.219-9.
____ (iii) Alternate II (OCT 2001) of 52.219-9.
____ (iv) Alternate III (OCT 2014) of 52.219-9.
____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
____ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)
(15 U.S.C. 637(a)(14)).
____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).
____ X (22) 52.219-28, Post Award Small Business Program Rerepresentation
(Jul 2013) (15 U.S.C. 632(a)(2)).
____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
____ X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). (Applies unless the order will be subject to the Walsh-Healey Public Contracts Act, which contains a separate prohibition against the employment of convict labor.)
____ X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies
(Jan 2014) (E.O. 13126).
____ X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(38 U.S.C. 4212).
____ X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014)
____ X (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf
items or certain other types of commercial items as prescribed in 22.1803.) Applicable to orders over $150,000 as of October 1, 2010.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). (Unless CO indicates otherwise, this clause is applicable when the purchase is for imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners.)

__ (ii) Alternate I (Jun 2014) of 52.223-13. (The CO may substitute 52.223-13 with this alternate.)

X (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). (Unless CO indicates otherwise, this clause is applicable when the purchase is for one or more televisions.)

__ (ii) Alternate I (Jun 2014) of 52.223-14. (The CO may substitute 52.223-14 with this alternate when there are sufficient EPEAT® silver- or gold-registered products available to meet agency needs.)

__X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). (Unless CO indicates otherwise, this clause is applicable when the purchase is for energy-consuming products listed at http://www.energystar.gov/products or http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.)

__X (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423). (Unless CO indicates otherwise, this clause is applicable when the purchase is for personal computer products when there are sufficient EPEAT® silver- or gold-registered products available to meet agency needs.)

__ (ii) Alternate I (DEC 2007) of 52.223-16. (CO may use this alternate if CO determines that there are sufficient EPEAT Silver registered products available to meet agency needs.)

__X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83). (Unless the contracting officer has indicated that this clause is not applicable, or the acquisition is for information technology, this clause applies to acquisitions between $3,000 and $25,000 and to acquisitions over $25,000 if 52.225-3 or one of its alternates does not apply.).

_X (ii) Alternate I (May 2014) of 52.225-3. (Alternate I clause applies to non-small business set-aside and services orders between $25,000 and $50,000).

_X (iii) Alternate II (May 2014) of 52.225-3. (Alternate II clause applies to non-small-business set-aside supply and services orders valued at $50,000 or more but less than $77,494.)

_X (iv) Alternate III (May 2014) of 52.225-3. (Alternate III clause applies to non-small-business set-aside supply and services orders valued at $77,494 or more but less than $100,000.)


_X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995)

(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

_X (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jun 2013) (31 U.S.C. 3332). (Applies if award is for information technology requiring security of the information technology or system of records.)


_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated
in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\[Contracting Officer check as appropriate.\]

\(\text{(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).}\)

\(\text{(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).}\)


\(\text{(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).}\)

\(\text{(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).}\)

\(\text{(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658). (Applies if 52.222-41 (see above) is included.)}\)

\(\text{(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).}\)

\(\text{(10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).}\)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

\(\text{(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.}\)

\(\text{(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the}\)
settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).


(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xi)


(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xvi) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause **52.226-6**.

(xviii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241(b)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause **52.247-64**.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)