

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 17, 17, 23, 24, & 30			1 REQUISITION NUMBER 11PR-OFS-079	PAGE OF 1 14
2 CONTRACT NO	3 AWARD EFFECTIVE DATE 03/03/2011	4 ORDER NUMBER TOFS-11-O-0022	5 SOLICITATION NUMBER TOFS-11-S-0005	6 SOLICITATION ISSUE DATE 02/25/2011
7 FOR SOLICITATION INFORMATION CALL:	8 NAME CHEONG CHON	9 TELEPHONE NUMBER 202-927-8820	10 OFFER DUE DATE/LOCAL TIME	
9 ISSUED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS	13 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS 519130 SIZE STANDARD 500	14 METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15 DELIVER TO OFS-1 DEPARTMENT OF THE TREASURY 1801 L STREET, NW WASHINGTON DC 20036	16 ADMINISTERED BY OFS DEPARTMENT OF THE TREASURY 1500 PENNSYLVANIA AVE., N.W. WASHINGTON DC 20220	17 CONTRACTOR/OFFEROR EQUILAR INC. 1100 MARSHALL ST REDWOOD CITY CA 94063-2595	18 PAYMENT WILL BE MADE BY ARC/ASD/OFS ARC/ASD/OFS P.O. BOX 1328 PARKERSBURG WV 26106-1328	19 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE
0001	Accounting Info: OFS0128SE11XX-2011-610001-OFS1231160-2613-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 03/03/2011 to 03/02/2012 The contractor shall provide on-line access for ExecutiveInsight (Proxy & Real-time) in Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			
25 ACCOUNTING AND APPROPRIATION DATA See schedule			26 TOTAL AWARD AMOUNT (For Govt Use Only)	
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED			ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED			ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN			29 AWARD OF CONTRACT REF DATED 02/28/2011 YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS	
30a SIGNATURE OF OFFEROR/CONTRACTOR <i>N.A. Samant</i>		31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Laurent S Pichet</i>		
30b NAME AND TITLE OF SIGNER (Type or print)		30c DATE SIGNED 2/28/2011		31c DATE SIGNED 3/3/11

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Prescribed by GSA - FAR (48 CFR) 63.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>accordance with Statement of Work herein for 12 months from the award effective date shown in block 3 above. Equilar's proposal dated 28 February 2011 is hereby incorporated into the contract.</p> <p>Period of Performance: 03/07/2011 to 03/06/2012</p> <p>The total amount of award: [REDACTED]. The obligation for this award is shown in box 26.</p>				

32a QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     NOTED    ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c DATE    32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER    34 VOUCHER NUMBER    35 AMOUNT VERIFIED CORRECT FOR    36 PAYMENT    37 CHECK NUMBER

PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38 S/R ACCOUNT NUMBER    39 S/R VOUCHER NUMBER    40 PAID BY

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a RECEIVED BY (Print)

41b SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c DATE    42b RECEIVED AT (Location)

42c DATE REC'D (YY/MM/DD)    42d TOTAL CONTAINERS

**REQUEST FOR QUOTATIONS**

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**CONTRACT CLAUSES**

**52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS  
(Mar 2009)**

**ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS –  
COMMERCIAL ITEMS (MAR 2009)**

**1. DESCRIPTION OF SERVICE NEED**

The Department of the Treasury’s Office of the Special Master for Executive Compensation (“Special Master”) requires executive compensation.

The purpose of this subscription is to provide independent validation for salary data. In order to complete a fair and effective analysis of the executive compensation submissions, the special Master must compare data submitted by Troubled Asset Relief Program (TARP) recipients, per the Emergency Economic Stabilization Act and 31 CFR Part 30, to the compensation plans of similar companies. This analysis must be completed expeditiously so that the special Master may report to the stake holders (i.e., Congress, the taxpayer, etc.) concerning executive compensation. The special Master seeks detailed analysis of all pay components (e.g. base salary, incentives, total compensation, etc) across a wide range of companies for compensation paid in 2008, 2009 and 2010 as it becomes available. This data subscription must provide the Special Master and the Department of Treasury, Office Financial Stability (OFS) access to the non-biased objective data mentioned in previous sentence. 2010 data should become available as proxy statements are released.

The Executive Compensation Database shall be a comprehensive, continuously updated database, and accessible by OFS Staff. The database must include:

- a. Real-time U.S. Securities and Exchange Commission (SEC) data from proxy and 10-k filings (updates must be updated within a few days of each filing). ✓ OK
- b. Publicly reported data from at least 5,000 publicly traded companies. Data must include all forms of compensation reported for the Senior Executive Officers, company financial performance, stock holdings, and compensation plan information.
- c. Company information must include data from a broad array of banking and financial institutions, automotive companies, and a range of large Fortune 500 companies.
- d. Compensation data for each of the Senior Executive Officers (5 reported in the proxy) Customizable filters so that the end user may refine the data selection process.

- e. Ability to convert data to MS Excel format.
- f. Two users, simultaneous access 24/7.
- g. At least 30 data downloads per year.

This solicitation does not dictate any specific or express conflict of interest mitigation practice. The Contractor must abide by as part of the services rendered under the proposed agreement.

**2. DELIVERY OR PERFORMANCE-PERIOD REQUIREMENTS:**

The Treasury will require access to the entire database for the duration of the contract and will require downloading subsets of data a maximum of 30 times per year. The downloaded data must be available for Treasury to perform further analytics. Treasury requires access for two simultaneous users.

The anticipated contract or subscription need period for this executive compensation data is 12 months base period with two 1-year options. Treasury will require access to the entire database for 12 months and will require downloading subsets of data a maximum of 30 times. The downloaded data must be available for Treasury to perform further analytics. Treasury requires access for two simultaneous users.

**3. EVALUATION**

The product will be selected based on subscription performance, past performance, and price. A subscription and past performance evaluation will be conducted by subject matter experts within Treasury to assess and rate the offerors' proposals based on the factors identified in the solicitation. Each evaluator will evaluate each offerors response to each non-price factor and note all of the strengths, weaknesses, deficiencies, and any required clarifications or items for negotiation. The evaluators will report their consensus rating to the contracting officer with corresponding narrative supporting their recommendations. The contracting officer will conduct the price evaluation. No adjectival ratings will be assigned to the price evaluation.

NOTE: Any inconsistency between this Acquisition Plan and the solicitation will be resolved in favor of the solicitation. Offerors' proposals will be evaluated based on the following factors:

Evaluation Factors.

- Subscription Performance (Technical Approach)
- Past Performance
- Price

Non-price factors, when combined, will be considered significantly more important than Price.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offerors.

a. Subscription Performance — The offeror's ability to demonstrate clearly and fully in its quotation that the proposed subscription can perform the requirements described in Provision 1.0 of the Addendum to 52.2 12-4 (Statement of Need).

b. Past Performance — The likelihood that the offeror can successfully perform the work based upon Treasury's review of the records contained in the Past Performance Information Retrieval System (PPIRS) at [www.ppirs.gov](http://www.ppirs.gov). If no relevant information is contained in PPIRS, the offeror will be evaluated neither favorably nor unfavorably on past performance.

c. Price — The total price contained in the quotation and identified within the price model. When combined, the non-price factors (Technical Approach and Past Performance) are more important than Price. Treasury will award a contract to the quotation that provides the best value to the Government.

4. **GOVERNMENT-FURNISHED PROPERTY**

None. (The contractor shall provide all materials, equipment, support, and facilities to fulfill the terms and conditions of this procurement.)

5. **SECURITY CONSIDERATIONS**

The successful product shall be compliant with all Federal Government and Treasury security requirements.

6. **BASES OF AWARD**

The source selection will be based on a "Best Value Analysis." Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The contracting officer (CO) will determine which proposal provides the greatest overall benefit to the Government, price and other factors considered, and will make an award.

7. **PRICING TEMPLATE FOR ON-LINE EXECUTIVE COMPENSATION DATA SUBSCRIPTION**

The following pricing template has been developed to facilitate price evaluation based on the estimated needs of the Treasury Department for this requirement. Quoters shall complete the pricing template using this format.

Pricing Table

	Price	Discount	Final Price
Base Year	\$ [REDACTED]	[REDACTED]	[REDACTED]
Option Year 1	\$ N/A	N/A	N/A
Option Year 2	\$ N/A	N/A	N/A
		<b>TOTAL PRICE =</b>	[REDACTED]

**8. PERIOD OF PERFORMANCE**

The contract period of performance for subscription services shall be one base period with two 1-year options from the date of contract award.

**9. CONTRACTING OFFICER**

a. The Contracting Officer for this contract is:

LAURENT E. PICHET  
 PROCUREMENT SERVICES DIVISION  
 U.S. DEPARTMENT OF THE TREASURY  
 1500 Pennsylvania Ave. NW.  
 WASHINGTON, DC 20220  
 Phone Number: 202-622-6431

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

**10. DFAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)**

a. The contracting officer's technical representative is:

*[To be provided by the Government at time of award]*

b. Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

c. Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s);
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

d. Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### **11. CONTRACTOR PROJECT MANAGER**

a. The Contractor's designated Project Manager/Account Representative for this contract is:

Name: MICHAEL GORSKI  
Office No: [REDACTED] Fax No: [REDACTED]  
E-Mail Address: [REDACTED]

b. The Project Manager/Account Representative shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager/Account Representative or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

**12. PAYMENT SCHEDULE**

Advance payment will be made in accordance with FAR 52.213-2 Invoices, as prescribed in 13.302-5(b) (APR 1984)

**13. INVOICES**

a. Invoices shall be submitted in electronically to the following address:

OFS@BPD.treas.gov

b. A copy of the invoice shall also be submitted to the COTR and Contracting Officer via e-mail simultaneously: [Dawn.yardeni@treasury.gov](mailto:Dawn.yardeni@treasury.gov) and [Laurent.pichet@treasury.gov](mailto:Laurent.pichet@treasury.gov).

c. Each invoice submitted shall be supported by appropriate documentation as follows:

- (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—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

e. Invoices will be handled in accordance with the FAR 52.213-2 Advance Payment authorized (see 31 U.S.C. 3324(d)(2)).

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2009)**

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- \_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- X** (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (7) [Reserved]
- \_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X** (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.
- \_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ **X** (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ **X** (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ **X** (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- \_\_\_ **X** (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ **X** (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ **X** (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ **X** (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ **X** (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ **X** (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (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.)
- \_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(e)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate 1 (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.)
- \_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate 1 (DEC 2007) of 52.223-16.
- \_\_\_ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (11 U.S.C. 10a-10d).
- \_\_\_ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate 1 (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (33) 52.225-5, Trade Agreements (JUNE 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (34) 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).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer— Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer— Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-6-1, 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 52.247-6-1.

(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.*]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 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.

(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.

(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—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 1212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate 1 (Aug 2007) of 52.222-50 (22 U.S.C. 7104(e)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT**

As prescribed in 17.208(g), insert a clause substantially the same as the following:  
OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to end of performance \_\_\_\_\_ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 \_\_\_\_\_ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.