

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	Business Management Office (BMO) Support Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$1,000.00 Max. Amount: \$250,000,000.00 Minimum Guaranteed: Y The total amount of award: \$250,000,000.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
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SECTION B – SUPPLIES OR SERVICES AND PRICES / COSTS

Labor Category	Onsite Rate - Year 1	Onsite Rate - Year 2	Onsite Rate - Year 3	Onsite Rate - Year 4	Onsite Rate - Year 5
Program Manager	\$ 137.14	\$ 139.88	\$ 142.68	\$ 145.53	\$ 148.44
Senior Program Manager	\$ 151.24	\$ 154.26	\$ 157.35	\$ 160.49	\$ 163.70
Program Analyst	\$ 97.17	\$ 99.12	\$ 101.10	\$ 103.12	\$ 105.18
Program Administration Specialist	\$ 60.12	\$ 61.33	\$ 62.55	\$ 63.80	\$ 65.08
Project Manager I	\$ 105.93	\$ 108.05	\$ 110.21	\$ 112.41	\$ 114.66
Project Manager II	\$ 122.67	\$ 125.12	\$ 127.62	\$ 130.18	\$ 132.78
Project Manager III	\$ 148.78	\$ 151.75	\$ 154.79	\$ 157.89	\$ 161.04
Project Coordinator	\$ 95.17	\$ 97.07	\$ 99.01	\$ 100.99	\$ 103.01
Project Control Specialist	\$ 87.48	\$ 89.23	\$ 91.01	\$ 92.83	\$ 94.69
Project Control Specialist (EVM)	\$ 95.57	\$ 97.49	\$ 99.44	\$ 101.42	\$ 103.45
Technical Writer/Editor	\$ 59.14	\$ 60.32	\$ 61.53	\$ 62.76	\$ 64.01
Document Support Specialist	\$ 58.99	\$ 60.17	\$ 61.37	\$ 62.60	\$ 63.85
Cost Analyst	\$ 90.18	\$ 91.99	\$ 93.83	\$ 95.70	\$ 97.62
Enterprise Architect	\$ 118.98	\$ 121.36	\$ 123.79	\$ 126.27	\$ 128.79
Senior Enterprise Architect	\$ 140.86	\$ 143.68	\$ 146.55	\$ 149.48	\$ 152.47
Business Analyst I	\$ 81.88	\$ 83.52	\$ 85.19	\$ 86.89	\$ 88.63
Business Analyst II	\$ 103.64	\$ 105.71	\$ 107.82	\$ 109.98	\$ 112.18
Business Analyst III	\$ 127.98	\$ 130.54	\$ 133.15	\$ 135.81	\$ 138.53
Communication Specialist	\$ 76.16	\$ 77.68	\$ 79.24	\$ 80.82	\$ 82.44
Report Developer	\$ 85.25	\$ 86.95	\$ 88.69	\$ 90.47	\$ 92.28
Technical Consultant I	\$ 89.12	\$ 90.91	\$ 92.72	\$ 94.58	\$ 96.47
Technical Consultant II	\$ 108.25	\$ 110.41	\$ 112.62	\$ 114.87	\$ 117.17
CPIC Analyst	\$ 104.84	\$ 106.94	\$ 109.08	\$ 111.26	\$ 113.49
Portfolio Manager	\$ 130.54	\$ 133.15	\$ 135.81	\$ 138.53	\$ 141.30
BPR Analyst I	\$ 88.81	\$ 90.58	\$ 92.40	\$ 94.24	\$ 96.13
BPR Analyst II	\$ 114.14	\$ 116.42	\$ 118.75	\$ 121.12	\$ 123.54
BPR Analyst III	\$ 136.93	\$ 139.67	\$ 142.46	\$ 145.31	\$ 148.22
System Analyst I	\$ 81.88	\$ 83.52	\$ 85.19	\$ 86.89	\$ 88.63
System Analyst II	\$ 92.98	\$ 94.84	\$ 96.74	\$ 98.67	\$ 100.64
System Analyst III	\$ 117.16	\$ 119.50	\$ 121.89	\$ 124.33	\$ 126.81
System Architect	\$ 140.90	\$ 143.72	\$ 146.59	\$ 149.52	\$ 152.51
Policy Analyst	\$ 100.47	\$ 102.48	\$ 104.53	\$ 106.62	\$ 108.76
Budget Analyst	\$ 82.15	\$ 83.79	\$ 85.47	\$ 87.18	\$ 88.92
Technical Manager	\$ 94.63	\$ 96.52	\$ 98.45	\$ 100.42	\$ 102.43
Training Manager	\$ 93.73	\$ 95.61	\$ 97.52	\$ 99.47	\$ 101.46
Training Specialist	\$ 79.93	\$ 81.53	\$ 83.16	\$ 84.82	\$ 86.52
Web Developer	\$ 81.63	\$ 83.26	\$ 84.93	\$ 86.63	\$ 88.36
SharePoint Developer	\$ 84.26	\$ 85.95	\$ 87.67	\$ 89.42	\$ 91.21
Quality Assurance Manager	\$ 96.42	\$ 98.35	\$ 100.32	\$ 102.32	\$ 104.37

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Introduction

This is a multiple-award Indefinite-Delivery, Indefinite-Quantity (IDIQ) to provide Program Management Support and related Services for all Divisions and Offices of the U.S. Securities and Exchange Commission (SEC) both in Washington, DC and its regional locations. Upon the award of this contract, work requests will be issued in a series of individual Task Orders for distinct scopes of work, which will require separate proposals and negotiations.

C.1.1 General Description of Services

Provide comprehensive Portfolio, Program and Project Management, Requirement Management, Business Process Management, Strategic Planning, Budget Cost Management and other related management support services for SEC Programs, Projects, Acquisitions, and Enterprise Services. SEC's Programs, Projects, Investments, Enterprise Services, and other Initiatives are at different phases of the Acquisition Life Cycle. The Contractor shall provide these support services to the SEC Headquarter Offices in Washington, DC, the eleven Regional Offices and in any location where the SEC operates in the future.

C.1.2 Limits of Services

This is not a Personal Services Contract. The Government will not exercise any supervision or direct control of the Contractor's staff during the performance of the services herein. The Contractor shall provide direct control and supervision of their staff during the execution of the Contract and each Task Order.

C.1.3 Background

The mission of the U.S. Securities and Exchange Commission (SEC) is to protect investors, maintain fair, orderly, and efficient markets, and facilitate capital formation. In the pursuit of its mission, the SEC receives hundreds of thousands of incoming communications through a variety of means into each of the agency's divisions, offices and regions.

The SEC's Strategic goals include:

- Establish and Maintain an Effective Regulatory Environment
- Foster and Enforce Compliance with the Federal Securities Law
- Facilitate Access to the Information Investors Need to Make Informed Decisions
- Enhance the Commission's Performance through Effective Alignment and Management of Human Information and Financial Capital.

Federal securities law and regulation is rapidly changing as is the commercial securities markets and industry. In order to meet these challenges, the SEC must continually innovate and improve its technologies and internal business process.

More information on the SEC's mission, strategic plan and organizational structure may be found at: www.sec.gov.

C 1.4 Needs

The SEC requires Business and Program Management support services, commission-wide, to perform the various programs and project management support services. These services primarily include, but are not limited to, IT Capital Planning and portfolio management, program planning, program integration, program management offices (PMOs), policy management, budget planning and execution, requirement management and project management in many areas such as project oversight, communication, risk management, scheduling, estimating and knowledge management. The services include a broad range of project and program offices and support the SEC mission functions in the areas such as Information Technology, Operations, Financial Regulatory, Examination, Financial Enforcement, Economic Risk Analysis, Acquisitions and Financial Management.

C.1.5 Objectives

The Contractor shall provide the U.S. Securities and Exchange Commission (SEC) and all its subordinate Offices and Divisions with professional and technical Project Management and other related management support services in the following areas described in detail in Section 5. The requirements identified in Section 5 can be applied across SEC at the Headquarter Divisions and Offices (e.g. Office of Information Technology, Division of Enforcement, Division of Corporate Finance etc.) level and at the Regional offices levels.

The nature of this work may require the Contractor to be capable of quick response to stringent deadlines. All work under this IDIQ contract will fall under the below Task Areas:

- Task Area 1: Project and Program Management Support
- Task Area 2: Project Management Office (PMO) Support
- Task Area 3: IT Capital Planning and Portfolio Management Support
- Task Area 4: Strategic Planning and Enterprise Architecture Support
- Task Area 5: Business Process Reengineering Support
- Task Area 6: Business and System Requirements Management Support
- Task Area 7: Policy Management Support
- Task Area 8: Budget, Financial and Cost Management Support
- Task Area 9: Transition and Technical Management Support
- Task Area 10: Training Support
- Task Area 11: Communication and Knowledge Management Support
- Task Area 12: Task Order Management

C.1.6 Scope

The Contractor shall provide the U.S. Securities and Exchange Commission (SEC) and all its Offices, Divisions and Regional Offices with professional and technical Program Management, Project Management and other related management support services as specified in the subsequent Task Orders. The goal of these services is to improve SEC internal project and program management and other business management support functions across the commission that result in measurable improvements in project and program performance and process outcomes towards achieving SEC missions.

C.2 Quality Control

The Contractor shall develop and maintain an effective quality control program (QCP) to ensure all services are performed in accordance with this SOW. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The QCP shall be delivered within seven days after contract award. After acceptance of the quality control plan the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to his QCP.

C.2.1 Security Requirements

The security classification for work performed under this Contract is Unclassified. The documents and information that will be reviewed and produced are non-public and sensitive in nature and shall be protected from unauthorized disclosure. Work on this Contract requires that personnel may have access to Privacy Act information. Personnel shall adhere to the Privacy Act, 5 U.S.C. Section 552a and applicable agency rules regulations.

C.2.2 Physical Security

The Contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

C.2.3 Key Control

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In

the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

C.2.4 Staff Controls

Using the SEC established procedures; the Contractor shall report weekly the staff on board and changes in staff working under the contract. The Contractor will enter data daily in the Contractor Time Management System (CTMS) and follow On/Off Board procedures provided in supplemental documentation.

C.2.5 Quality Assurance

The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the performance threshold and the method of surveillance. Additional performance objectives may be defined and included in the subsequent task order QASP based on the specific deliverables. See Attachment 9 – QASP.

C.3 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

C.4 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this IDIQ and its subsequent Task Orders may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5). The Contractor shall provide the Government an Organizational Conflict of Interest Plan for purposes of identifying, mitigating, or avoiding Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. Contractors shall identify any possible OCI issues and provide a mitigation plan for them and for any other OCI issues that may subsequently arise during performance of the contract. Contractor analysis should include, but is not necessarily limited to, financial interests, and any contract work that involves the review of goods or services produced by industry competitors. The Contractor shall be excluded from any and all follow-on work related to all programmatic/portfolio data from this contract. If during the course of performing the requirements under this IDIQ and its Task Orders, where those requirements are used for future acquisitions, the Contractor shall not respond or participate as a prime contractor, subcontractor, or team member against those future acquisitions. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI. The following are potential areas where OCIs may arise: Supporting IT Capital Planning and Portfolio Management processes; Supporting budget planning and formulation, Providing project management support on SEC programs and projects; Identifying or preparing specifications, requirements, work statements, and/or objectives for any SEC acquisition; Providing evaluation services; Providing direct acquisition support to a specific program, project, or acquisition of service.

C.4.1 Phase In/Phase Out Period

At least sixty (60) days before the expiration of each Task Order under this IDIQ, the Contractor shall provide an Exit Transition Plan that shall identify transition support activities for all transition efforts for follow-on requirements to minimize disruption of services. The Exit Transition Plan and support shall include the following:

- Inventory all Government Furnished Equipment (GFE) and Government Furnished Information (GFI) in Contractor possession
- Status of all deliverables
- Current issues, problems, or activities in process that require immediate action
- The plan on how the Contractor intends to support the transition to the new follow-on contractor, and the list of key personnel involved in this effort

The Task Order COR shall approve this plan and transition support. Upon award of a follow-on contract, the Contractor shall work with the new contractor to provide knowledge transfer and transition support as required by the COR.

C.5 Specific Tasks

The Contractor shall perform management support services in one or multiple task areas below. Under the scope of this SOW, the Contractor shall assist the SEC with developing project and program plans, making recommendations to the SEC in improving existing management processes and practices, and executing government decisions upon approval of the plan by SEC officials. The Contractor cannot exercise discretions in applying Federal government authority or commit the government to a course of action without approval. The specific task requirements and deliverables will be specified in the subsequent Task Orders.

C.5.1 Task Area 1.0 – Program and Project Management Support

The Contractor shall provide program and project management support to investment teams executing SEC investments, which range from business initiatives supporting SEC missions to Information Technology (IT) investments. The Contractor shall provide certified project and program managers who meet the minimum requirements as defined in each Task Order.

C.5.1.1 Subtask 1.1 – Program Management Support

The Contractor shall assist the SEC leadership and staff with the program management function. The Contractor shall provide recommendations in the areas below to SEC program officials, and assist with the execution upon approval by the SEC. The type of program management activities anticipated are, but not limited to -

- Program Assessment: feasibility studies, impact analysis, position papers and action items
- Program Planning: life cycle cost definition, cost/benefit analysis, requirement management, scope management, resource management, implementation plan development and management, schedule management, and dependencies management
- Program Performance: program metrics, timeline and milestones, and action item management
- Communications: stakeholder management (under direction of the SEC)
- Risk Management: risk management planning, threat and vulnerability assessment, risk identification, analysis, response, monitoring and control
- Program Review, Oversight, and Reporting: resource, schedule and change management
- Workflow Management
- Post-Production Operation Management
- Benefit Realization

The Contractor shall assist with the preparation, review and editing of 1) investment proposals and business justifications; 2) program management artifacts, and 3) program briefings and reports.

C.5.1.2 Subtask 1.2 – Project Management Support

The Contractor shall perform project management support services under the oversight of SEC program managers. The Contractor shall serve as an independent entity supporting SEC staff in initiating, planning, executing, monitoring and closing SEC projects. The SEC will determine project management activities required for each specific investment;

however an investment may require the entire range of project management activities as defined in the PMBOK Guide that include but not limited to -

- Integration Management
- Schedule Management
- Risk and Issue Management
- Stakeholder Management Support
- Quality Management
- Communication Management
- Cost Management Support
- Scope Management
- Acquisition Support
- Resource Management

When specified in individual Task Orders, the Contractor shall monitor and manage project performance using a modified Earned Value Management System (EVMS) that adheres to guidelines published in the ANSI/EIA standard 748-1998. At the discretion of the SEC, the Contractor shall recommend and implement approved government and/or industry best practices (e.g. PMI, ITIL, Agile etc.) during the course of performance to supplement the SEC's existing project management policies and procedures. The Contractor shall also assist with the preparation, review and editing of 1) investment proposals and business justifications; 2) project management artifacts; 3) project life cycle and user documentation (include SDLC documentation); 4) standard operating procedures, and 5) business process documentation. As requested by the Contracting Officer's Representative (COR), the Contractor shall assist with the preparation, review and editing of technical documents and reports for IT investments.

C.5.1.3 Subtask 1.3 – Integrated Master Schedule (IMS) Support

As requested by the COR, the Contractor shall assist in the creation, update, management, and analysis of integrated master schedules for projects and programs in accordance with work breakdown structures (WBSs) and perform overall analysis of labor, schedule, risk, trigger dates, resource needs, dependencies, discrepancies, conflicts, and performance on a regular basis to identify issues and items on the critical path. The Contractor shall provide IMS status reports and actively participate in the Critical Path assessments. Furthermore, the contractor shall coordinate the agendas used during program and project meetings across the portfolio with internal and external stakeholders, assist with the development of the associated presentations, prepare minutes and track/close out action items, and identify overarching program issues.

C.5.1.4 Subtask 1.4 - Integrated Process Team (IPT) Support

The Contractor shall support IPTs and other ad hoc forums and ensure that regulatory and programmatic considerations are included as a part of the discussions. The Contractor shall provide the necessary documentation support to include the development and coordination of reports, action items, briefing charts, etc. The Contractor shall support the development and review of draft process documentation and reports, prior to submission for approval.

C.5.1.5 Subtask 1.5 – Program and Project Acquisition Support

The Contractor shall work with SEC staff to develop and implement the acquisition strategy for assigned projects or programs. The Contractor shall support acquisition activities such as conducting market research, and assisting with the preparation of acquisition documents, plans, and performance measures to the extent that they are not inherently governmental tasks. The Contractor shall provide reports of emerging industry capabilities and technologies to fulfill SEC requirements. The Contractor shall provide support and recommendations for the capture, analysis, assessment, reporting, and development of acquisition baselines for assigned programs, projects, services, and initiatives. The Contractor shall assist the SEC with developing and/or reviewing acquisition documents to include, but not limited to: Requests for Information (RFIs), Sources Sought, Market Surveys, Industry Day material, Q&A's, Statement of Work (SOW), Request for Proposals (RFPs), and Requests for Quotes (RFQs). All information must be prepared and coordinated with government input and direction.

C.5.1.6 Subtask 1.6 – Contingency Planning Support

The Contractor shall develop management plans that recommend or use alternative strategies to ensure project and program success if specific risk events occur, including logistics and deployment options. The Contractor shall plan for

the recovery of business operations or information systems. The Contractor shall understand SEC COOP plans and system Disaster Recovery (DR) processes and testing locations, with the ability to support SEC personnel at times when such plans are enacted.

C.5.2 Task 2.0 – Project Management Office (PMO) Support

C.5.2.1 Subtask 2.1 – Project Management Process Support

The Contractor shall assist the SEC with developing processes, methods, standards and training for executing project management with SEC-determined levels of rigor. The support may be provided to improve existing PMO capabilities and maturity as well as for new PMO establishment. The Contractor shall introduce government and industry best practices in project management, and work with the respective PMO to obtain SEC approval and support implementation at the appropriate level of the SEC. The Contractor shall also 1) document processes; 2) conduct customized training sessions on processes; and 3) coach SEC project managers on specific processes.

C.5.2.2 Subtask 2.2 – Project Reviews Support

The Contractor shall prepare and coordinate project reviews and participate in forums such as OIT Quarterly Project Review meetings, Division of Enforcement (ENF) Portfolio Review meetings or equivalent, and other briefings as required. Reviews may include assessment of project risks and risk mitigation planning, implementation and reporting. The Contractor shall assist with reviewing project documentation, developing project performance measures and reports, facilitating reviewing meetings, taking meeting minutes and tracking and reporting post meeting actions.

C.5.2.3 Subtask 2.3 – Performance Assessment Support

The Contractor shall provide independent assessments of SEC programs/projects/services at the request of the COR with focus on resource, schedule and performance (CSP) baselines to determine known and unknown risks, improvement opportunities, and overall program/project health. The Contractor shall also validate that stakeholder objectives are reflected in program and project requirements. The Contractor shall assess program and project to ensure continuous business justification. The Contractor shall assess program and project alignment with the SEC current and future Enterprise Architecture. The Contractor shall identify upcoming programs/projects/services milestones and decision points and requirements for in-depth technical review (with the support from technical Subject Matter Experts) and prepare and maintain an associated schedule. The Contractor shall provide support to programs to update program baseline documentation to implement recommendations. The Contractor shall perform independent analyses, provide independent status report and assessments as required, and analyze program status to predict program/project progress at selected milestones or fiscal year end. The Contractor shall support Inspector General (IG), Government Accountability Office (GAO) or any internal audit processes on SEC projects and programs (planned and ad-hoc) and follow up on after actions and weakness remediation.

C.5.2.4 Subtask 2.4 – PMO Communication and Outreach Support

The Contractor shall provide support in developing and maintaining PMO charters and communication plans. The Contractor shall identify stakeholders of the PMO and develop strategies to engage and maintain relationships with its stakeholders. The Contractor shall assist with external PMO communication via e-mails or the use of existing SharePoint portals. In addition, the Contractor shall support the existing Project Management Community of Practices (PMCoPs) within the SEC with communication, event activity planning and coordination.

C.5.2.5 Subtask 2.5 – Project Management Tool Support

The Contractor shall provide project management support in researching, evaluating and recommending automated tools for integrated project and portfolio management within the SEC's project management framework. The Contractor shall support the SEC in planning for and implementing selected tool(s) after procurement. The Contractor shall prepare and refine project management processes for implementation in selected tool(s) and configure/customize the tool(s) to meet the SEC requirements. The Contractor shall also provide ongoing support with the administration and enhancement of the tool(s) as specified in the Task Order.

C.5.2.6 Subtask 2.6 – Project Management Training Support

The Contractor shall provide training to SEC project managers, executives, and business leads as needed on the purposes of project and program management with focus on the standards and methodologies used at the SEC. The Contractor

shall develop tailored training materials and deliver training using a variety of venues such as classroom, web based or workshops. The Contractor shall also coach the SEC program and project managers on the SEC's project management policies and requirements, and the use of project management tools and templates. The Contractor shall support project management knowledge sharing through the SEC's Project Management Community of Practice (PMCoP).

C.5.3 Task Area 3.0 – IT Capital Planning and Portfolio Management Support

The Contractor shall provide project portfolio management and administrative support in the execution of SEC Capital Planning and Investment Control (CPIC) policies and procedures. The Contractor shall provide support services related to the development, tracking, analysis and management of SEC Information Technology investments including, but not limited to investment prioritization, selection, budget formulation, investment control and evaluation. The Contractor shall administer and maintain SEC budget planning, formulation and execution databases and applications. The Contractor shall assist with the development, documentation, publication, and update of SEC CPIC processes and procedures.

C.5.3.1 Subtask 3.1 – Investment Data Support

The Contractor shall support the SEC's Office of Information Technology (OIT) in gathering and analyzing data on SEC IT investments and presenting results to SEC management and CPIC governance authorities. The Contractor shall support OIT staff in developing Office of Management and Budget (OMB) IT Portfolio Summary and Investment Reports (i.e., OMB Circular A-11 Federal agency IT individual investment reports), preliminary cost estimates, project requests, program plans, budget support documents, and business cases. The Contractor shall ensure that the IT Portfolio Summary and Business Cases (i.e., OMB Circular A-11 section 53; federal agency IT investment portfolio summary), the OIT budget, and project management data are consistent. The Contractor shall support OIT staff in maintaining investment project data in the SEC's enterprise project and portfolio management system (currently CA Clarity™ PPM 13.2).

C.5.3.2 Subtask 3.2 – Capital Planning and Portfolio Management Process Support

The Contractor shall implement established OIT policies and procedures for planning, and executing information technology investments. The Contractor shall support IT investment selection, control and evaluation following the OMB CPIC guidelines and the SEC's CPIC policy. The Contractor shall assist the government with the whole range of IT portfolio management activities that include but not limited to investment categorization, prioritization, governance, performance assessment, and reporting. The Contractor may also be asked to provide support in evaluating and recommending automated tool(s) for capital planning and portfolio management, and assist with the implementation, administration and enhancement of the tool(s) as specified in the Task Order.

C.5.3.3 Subtask 3.3 – Capital Planning and Portfolio Management Process Improvement Support

The Contractor shall provide consulting services for improving the efficacy of the SEC's IT capital planning process while reducing process complexity and burden. The Contractor shall introduce and assist in the implementation of government and industry best practices in IT capital planning and portfolio management. The Contractor shall identify existing tools and artifacts such as forms, reports and analyses that can be easily customized to meet the SEC's portfolio management needs. The Contractor shall support the SEC in developing portfolio management guidelines, investment prioritization strategies and investment performance metrics in order to improve the management of SEC investments as well as to enhance the decision making ability by the SEC management.

C.5.3.4 Subtask 3.4 – Governance Meeting Support

The Contractor shall provide support for IT capital planning governance meetings, including but not limited to scheduling and preparing agendas, materials, and taking meeting minutes for the Project Review Board (PRB), the Information Officers' Council (IOC) and the IT Capital Planning committee (ITCPC) meetings. As requested by the COR, the Contractor shall provide support to other meetings where investment portfolios are presented and reviewed. The Contractor shall publish approved agendas and meeting minutes to corresponding SharePoint websites. The Contractor shall follow up actions item assignees to update the status.

C.5.3.5 Subtask 3.5 – CPIC Training Support

The Contractor shall provide training to SEC project managers, executives, and others as needed on the purposes of CPIC and portfolio management and the procedures used at the SEC. The Contractor shall customize CPIC training for the SEC. The Contractor shall develop training materials and coach the SEC program and project managers on the SEC's

CPIC processes and the use of SEC's enterprise project and portfolio management system (currently CA Clarity™ PPM 13.2).

C.5.3.6 Subtask 3.6 – Resource Management Support

The Contractor shall assist the SEC with developing capacity planning and resource management strategy. The Contractor shall track investments and general resource allocation based on the information in the approved project schedules and the IMS. The Contractor shall provide periodic resource loading charts and tracking Gantt charts of full project schedules. The Contractor shall provide other resource utilization reports as requested by the COR using tools such as SEC project and portfolio management system (currently Clarity™ PPM) and MS Project Professional.

C.5.4 Task Area 4.0 – Strategic Planning and Enterprise Architecture Support

C.5.4.1 Subtask 4.1 – Strategic Planning Support

The Contractor shall assist the SEC with drafting, updating and maintaining multi-year strategic plans for respective offices and divisions. The Contractor shall review current organizational strategies in support of SEC missions and strategic goals as well as other supporting documents; interview executive leaderships; validate alignment to higher level strategies and develop performance measures. The Contractor shall support development of roadmaps that enable achievement of strategic objectives over the planning cycle.

C.5.4.2 Subtask 4.2 – Enterprise Architecture (EA) Support

The Contractor shall assist the SEC with development of Enterprise Architecture (EA) that ensure alignment of business, process, data and technology, and deliver capabilities required to fulfill the SEC missions. The Contractor shall assess the current (as-is) state and develop future state (to-be) architecture that supports SEC business strategies and priorities. The Contractor shall define SEC business architectures for offices and divisions as requested by the COR. The Contractor shall apply GAO as well as other federal EA frameworks such as the Federal Enterprise Architecture Framework (FEAF), Segment Architecture or Service Oriented Architecture (SOA) in order to establish standards for the SEC processes, data, systems, security, and information technologies. The Contractor shall also conduct gap analysis and develop roadmaps to help the SEC achieve its future state.

C.5.5 Task Area 5.0 – Business Process Reengineering (BPR) Support

The Contractor shall provide business process reengineering (BPR) leadership and support. The Contractor shall collaborate with SEC Offices and Divisions in developing the framework, document and map existing and new processes, facilitate process improvement workshops and meetings, develop metrics, utilize appropriate process re-engineering techniques and methodologies, establish internal controls, provide process improvement expertise and recommendations, develop and present oral and written documentation related to process improvement projects, program or requirements analyses or organizational studies, as required, and develop and populate a knowledge base as part of the process improvement program.

C.5.5.1 Subtask 5.1 – Policy and Strategy Support

The Contractor shall develop or update policy, procedural, and business planning documents, and Mission and Functional statements for various program offices, branches, or other SEC organizational units. The Contractor shall develop supporting documentation for policies and procedures. Where documentation exists, the Contractor shall leverage existing documentation and artifacts to identify any gaps, inconsistencies and relevance to SEC policies and procedures and the related business process re-engineering tasks.

C.5.5.2 Subtask 5.2 – Process Reviews Support

The Contractor shall schedule, participate, and/or facilitate interviews, workshops, and meetings designed to collect information from business customers in order to review, analyze, document, and map "as is" and "to be" processes.

C.5.5.3 Subtask 5.3 – As-Is Process Mapping Support

The Contractor shall investigate and map current SEC work processes using industry standard tools and techniques. The Contractor shall define Process Parameters: objective and definition, owner(s), stakeholder(s), related processes, involved parties, communication interfaces, IT requirements, and other appropriate dependencies. Process Flow: input, output, steps, activities, owner, and dependencies. Rules and Regulations: rules, regulations, and/or policies that govern the

process. The Contractor shall analyze existing work practices, identify gaps and opportunities for improving cost or operational efficiencies through workflow redesign, and quantify the benefits of such redesign.

C.5.5.4 Subtask 5.4 – To-Be Process Design Support

The Contractor shall analyze the data collected in order to determine deficiencies, obstacles, and opportunities for improvement. The Contractor will define and design a recommended end state or the "To-Be" process using government and industry standards and best practices such as LEAN, Six Sigma, Agile and CMMI for SEC that will lead to substantial improvements in efficiency and effectiveness over time. The To-Be process shall be in compliance with all federal rules and regulations as well as with all applicable SEC policies. The Contractor shall conduct gap analysis between the current process (As-Is) and the desired end state (To-Be). The objectives of the comparison are to highlight functional differences, identify activities required to attain the recommended end-state, identify needed human, financial, and technological resources and anticipated process owners and stakeholder roles and responsibilities. The Contractor shall assist the SEC with socialization of the To-Be process across all stakeholders to obtain consensus for implementation.

C.5.5.5 Subtask 5.5 – Process Documentation Support

The Contractor shall document the SEC As-Is and To-Be processes using industry standard notations including process flow charts and diagrams, narrative descriptions and any analyses performed. The Contractor shall maintain the documentations as required.

C.5.5.6 Subtask 5.6 – Process Implementation Support

The Contractor shall develop alternative work processes, define implementation strategy, prepare implementation documentation, and develop supporting business rules in order to implement the improved To-Be process. The implementation plan shall translate the required changes into a defined work plan that covers all changes needed to be done to reach the target process. The plan shall align the organizational structure, information systems, and policies and procedures with the redesigned processes. The Contractor shall assist with market research for products available that fit the requirement of the new process, and make product recommendations if required. The Contractor shall provide support to develop business and technical requirements for the To-Be process and provide implementation support during the deployment of new business processes or automated workflows.

C.5.5.7 Subtask 5.7 – Process Metrics Support

The Contractor shall work with the program staff to develop appropriate process metrics and establish processes to measure, and ensure reports contain relevant information regarding the process performance. The Contractor shall collaborate with management and process owners in the development and deployment of Service Level Agreements (SLA) for transactional procedures, when necessary and appropriate.

C.5.5.8 Subtask 5.8 – Process Tools Support

The Contractor shall research commercial off-the-shelf (COTS) and government off-the-shelf (GOTS) products for potential use in process automation, workflow management, or process design. The Contractor shall work with SEC staff to plan and implement COTS/GOTS process management tools that have been selected through the SEC IT investment process.

C.5.5.9 Subtask 5.9 – Process Training Support

The Contractor shall provide advice, guidance, and training in the use of process reengineering methodologies and techniques for BPR, or other related process improvement tools, especially any tool selected for use as a standard tool within the framework. The Contractor shall develop and maintain training documentation on improved processes, when deemed necessary by the subject matter experts.

The Contractor shall deliver informal and formal training sessions on improved processes.

C.5.6 Task Area 6.0 – Business and System Requirement Management Support

C.5.6.1 Subtask 6.1 – Requirement Management Process Support

The Contractor shall support the SEC in defining and implementing an internal requirements management process. The requirements gathered using the process shall be sufficient to 1) describe business problems to be solved in non-technical

terms; 2) map to the business layer of the SEC's enterprise architecture; 3) define technical solution alternatives; 4) generate sound business cases; 5) translate business requirements into system requirements for IT implementation, and 6) address ongoing maintenance of requirements during the project life cycle. The Contractor shall document the procedures associated with the requirements management process and conduct training sessions for SEC program and IT staff. The Contractor shall assist in developing a requirements document template that dictates a standard format (including document sections or areas to be covered) to be followed for all requirements documents. It should provide examples of the level of detail to be included to drive consistency in requirements documentation.

C.5.6.2 Subtask 6.2 – Business Requirements Analysis Support

The Contractor shall work with stakeholders to elicit and fully document functional requirements that accurately reflect business driven requirements and business processes verified by business stakeholders. The Contractor shall gather and analyze the SEC's business and functional needs from an end-user's perspective, define current (As-Is) and target (To-Be) business processes and prepare gap analyses. The Contractor shall suggest improvements in business processes, including where IT can be leveraged to improve productivity and quality of service, and develop use case scenarios that model the desired business workflows using industry standard notations. The Contractor shall define data requirements in accordance with the required information flow in the desired business process. The Contractor shall work with program staff to develop appropriate process metrics and establish processes to measure process performance and business outcomes. The Contractor shall collaborate with management and process owners in the development and deployment of Service Level Agreements (SLA) for transactional procedures, when necessary and appropriate. The Contractor shall document business and functional requirements in detail using standard techniques, tools and templates accepted by the SEC.

C.5.6.3 Subtask 6.3 – System Requirements Support

The Contractor shall develop system requirements with detailed documentations, performance specifications, system specifications, data specifications, and interface specifications according to the SEC's System Develop Life Cycle (SDLC) standard. The Contractor shall analyze information requirements; analytically and systematically evaluate problems of workflow and organization; and plan for corrective action. The Contractor shall develop plans for automated information systems from project inception to conclusion. The Contractor shall analyze the problems and the information to be processed and develop system requirements and application specifications, from which developers will prepare detailed workflows, applications designs, solutions and tests. The Contractor shall develop, in conjunction with functional users, alternative solutions. The Contractor shall maintain and update system requirement documents throughout the project lifecycle, and produce standardized documentation (e.g., user guides, requirements documents, requirement traceability matrix (RTM), on-line Help, standard operating procedures (SOP), system specification, interface document, and other documentation).

C.5.6.4 Subtask 6.4 – Requirements Management Tools Support

The Contractor shall research commercial off-the-shelf (COTS) and government off-the-shelf (GOTS) products for potential use in requirements management, system analysis and defects tracking. The Contractor shall work with SEC staff to plan and implement COTS/GOTS requirement management tools that have been selected through the SEC's IT investment process. The Contractor shall provide training to SEC users on the use of the selected requirements tools.

C.5.7 Task Area 7.0 – Policy Management Support

The Contractor shall work with the policy owner's designated subject matter experts (SMEs) to revise existing policy documents and, when indicated, establish new policy documents, within the context of the existing SEC Policy Framework and policy development process. All policy development and documentation will be under the strict oversight of SEC staffs. All draft policy documents shall be presented to the responsible SEC policy owner and approval authority for review.

C.5.7.1 Subtask 7.1 – Policy Review Support

The Contractor shall review and analyze current federal statutes, regulations, policies, legislations, OMB and GAO directives and mandates to ensure compliance, and provide an assessment on the future impact to local SEC policies, guidelines, and operating procedures as well as to future SEC programs, projects, services, initiatives, and other acquisition related matters. The Contractor shall provide subject matter expertise to ensure compliance with current federal statutory and regulatory requirements, to include tailoring of these requirements, as permitted. The Contractor

shall review the references available to customers and provide recommendations to the SEC for consideration of potential changes to policy, guidelines, directives, instructions, regulations, processes and procedures required in support of the SEC mission.

C.5.7.2 Subtask 7.2 – Policy Development and Communication Support

The Contractor shall assist SMEs in analysis, evaluation, development, creation, rescission, and whenever possible, consolidation of SEC policies, guidelines, and operating procedures. The Contractor shall facilitate communication among all stakeholders when policy documents are owned by multiple SEC offices and/or divisions. The Contractor shall be an active participant in the SEC Policy Working Group, and supporting effective communications among group members. The Contractor shall support dissemination of policy-related information in appropriate forums, such as IT Specialist conference calls and agency training conferences.

C.5.7.3 Subtask 7.3 – Policy Training Support

The Contractor shall assist in providing training to SEC staff as needed on the purposes of SEC policy development and the process used at the SEC. The Contractor shall develop training materials and coach staff in using the process to efficiently and effectively create policy.

C.5.8 Task Area 8.0 - Budget, Financial, and Cost Management Support

The Contractor shall assist the SEC with office, division or program level budget formulation and execution to include all phases of the budget life cycle. The Contractor shall provide support for preparing annual operating plans and financial reports, developing budget justifications, conduct budget analysis, preparing OMB budget exhibits, and maintaining office, division or program level budget database and tools. The tasks may include but are not limited to the following

- Assist in data collection, data tracking and document production by developing and producing budgetary reports and charts for SEC management using several systems.
- Develop budget variance analyses and projections that support budget execution and formulation with a focus on budget status, variance and budget projections. The reports will provide a reconciliation of budgetary resources for a multi-million dollar budget consisting of both General Fund and Reserve Fund investments.
- Prepare monthly plan analyses using charts, tables and graphs to inform management on budget status.
- Develop written budget justification narratives to support future budget requests.
- Develop briefing packages for program reviews for current and budget year status
- For IT investments, work closely with budget and CPIC staff to develop project tracking and status reports for the approved IT portfolio.
- Review and analyze program office budget requests consistent with management guidance.
- Interpret and assess the impact of updates to budget requests.
- Develop database reports from the system of record for project status on budget allocation and commitment status.
- Consolidate database reports collected from the SEC's financial system of record, Delphi; OIT's budgeting system, a standalone MS Access database; and the SEC's project and portfolio management system.
- Develop graphical user interface (GUI) templates to optimize program-level data collection for budget execution and formulation that allow for the strategic manipulation of different types of data in a single location.
- Prepare budget templates to include detailed data for each project; develop reports for multiple-year budget formulation and operating plan status.
- Document procedures for major requirements above and report on any challenges.

C.5.9 Task Area 9.0 – Transition and Technical Management Support

C.5.9.1 Subtask 9.1 – Transition Management Support

The Contractor shall provide support to the OIT transition management process throughout the System Development Life Cycle (SDLC). The Contractor shall assist with the execution and oversight of project phase gate (PG) reviews throughout the Planning, Design, Technical Solution, Testing and Deployment phases in accordance with the SEC's published SDLC guideline. The Contractor shall plan, schedule, coordinate and participate in project PG review meetings, review system documentation for compliance, and track post review actions. The Contractor shall maintain PG review information in the OIT's Transition Management database. The Contractor shall assist in the quality control

testing, performance testing and production readiness reviews for IT solutions prior to production deployment. The Contractor shall support the continuous improvement of the transition management process.

C.5.9.2 Subtask 9.2 – Product Support Strategy Support

The Contractor shall review and assist in developing post-release product support strategies that will optimize total system performance and availability, and achieve life cycle cost savings. The Contractor shall review and assist in developing integrated product support strategies, performance-based logistics strategies, and operations metrics. The Contractor shall ensure operational considerations are integrated into the planning, implementation, management, and oversight activities associated with the acquisition, development, production, maintenance support, and disposal of a system across its life cycle. The product support strategy shall address post-production operations, maintenance, minor upgrades and enhancements, infrastructure changes, user support and performance optimization.

C.5.9.3 Subtask 9.3 – Technical Management Support

The Contractor shall provide technical project management support for information technology projects, including process coordination, technical tool support, management support for installation and administration of commercial off-the-shelf (COTS) software, documentation support including installation documents and technology refresh initiatives. The Contractor shall plan, manage, implement, execute, and control activities performed by various OIT teams in coordination with business leads and their Project Management Offices (PMO). The Contractor shall provide technical problem solving, system administration, and coordination and support of the installation of COTS products with the assistance from the COTS vendor and OIT technical support groups. The Contractor shall ensure conformance with OIT's policies and procedures covering development lifecycle and technical management standards for these initiatives.

C.5.9.4 Subtask 9.4 – Operations Management Support

The Contractor shall coordinate post production operational activities and manage ongoing product changes. Operational activities include but are not limited to manual process operations, data collection and processing, exceptions handling, system administration, technical problem solving and performance monitoring. Changes may include but are not limited to workflow modifications, deployment of new products and components, patches, upgrades, infrastructure updates, and any modifications to existing production environment that require the review and approval of the SEC change control process or the OIT Operational Configuration Control Board (O-CCB). This task also covers those products that are not scheduled for enhancement or development. However, the SEC requires product and technical management support to ensure that all products are technically supported and administered, that capacity analysis and planning functions are performed, and that emerging technical requirements are identified and assessed. The Contractor shall review product change requests and identify potential issues, conflicts or problems relating to the proposed changes, or the timing of the changes. Should changes be required (e.g., business process reengineering, program or system enhancement, infrastructure platform migrations, new/revised system interface), project management support will be required to ensure adherence to SEC's change control practices, system development life cycle and technical management standards for these initiatives.

C.5.10 Task Area 10.0 - Training Support

C.5.10.1 Subtask Area 10.1 – Training Support

The Contractor shall develop and conduct training using vetted, effective and experienced instructors. The training acquired under this contract will usually be specific to the areas covered under the scope of this contract, and must be developed internally versus acquired commercially. The Contractor shall assist the SEC with developing training requirements, and work with the SEC University if needed to design and deliver the training. The Contractor shall provide training in a variety of forums. This includes one-on-one sessions with SEC Senior Leadership, classroom sessions, participating in workshops for project managers, discussion forums, brown bag meetings, etc. The Contractor shall develop training session content in accordance with the topic to be presented (e.g., risk management, earned value management (EVM), internal project management methods etc.). The Contractor shall be responsible for ensuring content is appropriate for the audience for which it is presented and that appropriate handouts are provided. In addition, the Contractor shall provide various means of receiving feedback on “lessons learned” from audience members and revise and update the training material and training methods as necessary.

All training material developed under this contract will be the property of the US Government.

C.5.11 Task Area 11.0 – Communication and Knowledge Management Support

C.5.11.1 Subtask 11.1 – Communication and Outreach Support

The Contractor shall support office, division or branch program office communications and outreach activities. The Contractor shall develop communication plans that facilitate timely and proper communications throughout the program office, and among internal and external stakeholders. The Contractor shall assist with program office communications by executing against an approved communication plan. Activities may include but are not limited to drafting program office announcements, preparing inter-office communications, updating content on program office website portals, and authoring and editing periodic newsletters. The Contractor shall also assist with the planning and coordination of program office outreach activities including but are not limited to meeting and conference logistical support, news publications, and post-event follow ups.

C.5.11.2 Subtask 11.2 – Web Content and Knowledge Management Support

The Contractor shall manage and maintain office, division or branch web portals (e.g., SharePoint collaboration sites, document repositories, etc.) including design layout in accordance with SEC and OIT standards and procedures, and manage content for all browser-based libraries to ensure pertinent data is posted and accessible to appropriate parties. The Contractor shall ensure that websites stay current with the latest information available and that the grouping of information displayed is logical and easily accessible. The Contractor shall manage user permissions for site collections and team project portals, create custom groups at the individual site level or the site collection level with specific permissions, and assign users to those groups. The Contractor shall provide day-to-day operational support to SEC staff responsible for managing such portals, including but not limited to review of existing infrastructure setups; implementation of best practices; development of operational guidelines; management of site libraries and lists; creation of site and list templates, web parts and workflows; and creation of master pages and page layouts. The Contractor shall support program office knowledge-sharing needs and set up areas as required facilitating collaboration throughout the program office, and among internal and external stakeholders.

C.5.11.3 Subtask 11.3 - Section 508 Compliance Document Remediation Support

The Contractor shall assist SEC with assessing and remediating electronic documents to bring them into compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794 d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. The scope of the task covers the assessment of electronic documents (including both native and scanned files) that are untagged, manually tagged, or auto tagged and the actions necessary to make such documentation accessible, including but not limited to OCR scanning and repair, appropriate file tagging and final quality review of electronic files prior to posting. The Contractor shall work with the SEC's Section 508 Coordinator to review, prioritize and remediate current, and legacy electronic documents including PDFs, PowerPoint presentations, Excel spreadsheets, and Word documents within all SEC office directories, SharePoint and other web portals, and agency Intranet and Internet sites and verify that all documents posted as web content are accessible and meet the Section 508 technical standard, 1194.22.

C.5.11.4 Subtask 11.4 - Business and Technical Writing Support

The Contractor shall write and/or edit business and technical documents, including business cases, reports, user manuals, briefings and presentations, newsletters, functional descriptions, system specifications, guidelines, special reports, training materials, and other project deliverables to meet contract requirements. The Contractor shall provide writing and editing support for all internally produced documentation to ensure consistency and accuracy.

C.5.11.5 Subtask 11.5 - Distribution of Targeted and Global Announcements

The Contractor shall provide back-up writing and editing support for a wide-variety of SEC announcements, documentation, and notices for all planned SEC events. The Contractor shall ensure that all announcements are approved by SEC before distribution to either targeted audiences or the Office of Chief Operating Officer for placement in the SEC's daily news compilation "SEC Today".

C.5.11.6 Subtask 11.6 - Maintenance of the OIT Announcements Archive

The Contractor shall develop and maintain on a daily basis the OIT Intranet "IT Announcement Archives" page which is accessible by all SEC employees and contractors.

C.5.12 Task Order Management

C.5.12.1 Project Plans and Schedule

Upon each Task Order award, the Contractor and the government shall schedule a Task Order kick-off meeting. Each Task Order awarded against this contract shall have a deliverable schedule. The Contractor shall prepare and deliver a proposed project plan and schedule to the COR for review and approval. The project plan and schedule shall include the following: task names, descriptions, planned and actual starting dates, planned and actual completion dates, supporting documentation, and resource names. The Contractor shall incorporate feedback from the COR and shall provide a final project plan and schedule to the COR for review and approval. The approved project plan and schedule shall become the baseline for the project.

C.5.12.2 Quality Assurance Plan

The Contractor shall perform each task in full compliance with the SEC's quality assurance processes and procedures according to the standards in section C.6. The Contractor shall participate in formal product reviews, peer reviews, walk-throughs, and inspections in accordance with the project plan and schedule. The Contractor shall collect and report all metrics defined in the project plan and schedule. The Contractor shall participate in the preparation and review of the project by the program management offices or project governance authorities of the respective offices or divisions.

C.5.12.3 Configuration Management Plan

The Contractor shall perform each task in full compliance with the SEC's configuration management processes and procedures according to the standards listed in section C.6. If there is a conflict between the approved project plan and schedule and the SEC published standards, SEC standards shall take precedence. The Contractor shall ensure that work products created in each task are controlled in accordance with all applicable SEC standards. The Contractor shall identify and manage the product baseline, including project plans and schedules, throughout the project life cycle. The Contractor shall work with the COR to identify the configuration items and other project materials to be controlled. The Contractor shall establish and maintain CM libraries, and shall track the base lined versions of all deliverables. The Contractor shall provide access to items in the project libraries. The Contractor shall use established SEC tools and processes to track problems, changes, builds, and other CM information. The Contractor shall electronically copy selected items from the Contractor's CM libraries to an SEC-managed CM repository. The Contractor shall support functional configuration audits (FCA) and physical configuration audits (PCA) performed by the SEC OIT.

C.5.12.4 Task Order Status Reports

C.5.12.4.1 The Contractor shall prepare and deliver periodic formal written status reports and more frequent informal written or verbal status updates as requested by the COR on each Task Order. Both the formal and informal status reports shall include the labor category, work activity, and hours worked by name for all individuals charging work to the Task Order.

C.5.12.4.2 The Contractor shall prepare and deliver periodic briefings that cover key Task Order accomplishments including milestones met, deliverables, and performance metrics when applicable. The briefing shall address matters that are essential to ensure overall success of the task including funding status, project schedule, and an analysis of the risks that may affect successful task completion. The Contractor shall provide the COR with an advance copy of the briefing materials for review.

C.5.12.5 Task Order Transition Plan

At least sixty (60) days before the expiration of each Task Order under this IDIQ, the Contractor shall provide an Exit Transition Plan that shall identify transition support activities for all transition efforts for follow-on requirements to minimize disruption of services. The Exit Transition Plan and support shall include the following:

- Inventory all Government Furnished Equipment (GFE) and Government Furnished Information (GFI) in Contractor possession
- Status of all deliverables

- Current issues, problems, or activities in process that require immediate action
- The plan on how the Contractor intends to support the transition to the new follow-on contractor, and the list of key personnel involved in this effort

The Task Order COR shall approve this plan and transition support. Upon award of a follow-on contract, the Contractor shall work with the new contractor to provide knowledge transfer and transition support as required by the COR.

C.6 Applicable Documents

The Contractor shall follow the SEC and OIT standards and procedures listed below. Additional applicable documents will be provided with Task Order requirements.

C.6.1 Federal Requirements and Industry Standards

- C.6.1.1 Rehabilitation Act of 1973 as amended, Section 508 (29 U.S.C. 794d) for system accessibility requirements
- C.6.1.2 Federal Information Security Management Act of 2002 ("FISMA", 44 U.S.C. 3541, et seq.) enacted as Title III of the E-Government Act of 2002 (Public Law 107-347.116 Stat. 2899)
- C.6.1.3 Clinger-Cohen Act of 1996, formerly the Information Technology Management Reform Act of 1996 (ITMRA), 40 U.S.C. 1401 et seq. Public Law 104-106, Division E
- C.6.1.4 Office of Management and Budget (OMB) Circular A-11, Revised, "Preparation, Submission and Execution of the Budget" (07 /21/2010)
- C.6.1.5 OMB Circular A-130, Revised, "Management of Federal Information Resources" (11/28/2000)
- C.6.1.6 OMB Federal Enterprise Architecture Guidance, Reference Models, Management Tools, and Cases at <http://www.whitehouse.gov/omb/e-gov/fea/>
- C.6.1.7 American National Standards Institute/Electronic Industries Association (ANSI/EIA) standard 748-1998 containing earned value management system (EVMS) guidelines
- C.6.1.8 Carnegie Mellon University/Software Engineering Institute. Capability Maturity C.2.1.9 Information Technology Infrastructure Library (ITIL®) version 3, May 2007
- C.6.1.9 U.S. Department of Commerce, National Institute of Standards and Technology (NIST), Special Publications (800 Series) for computer I information security
- C.6.1.10 OMB Federal Enterprise Architecture Program Management Office (FEAPMO) Reference Models and Circular A-11 Guidance. www.feapmo.gov.
- C.6.1.11 The Privacy Act (5 U.S.C. 552a)
- C.6.1.11 The E-Government Act of 2002, Sec. 208 on Privacy Provisions
- C.6.1.12 OMB Memorandum M-04-19 Information Technology (IT) Project Manager (PM) Qualification Guidance (July 21, 2004)
- C.6.1.13 A Guide to the Project Management Body of Knowledge (PMBOK® Guide) – Fifth Edition, Project Management Institute
- C.6.1.14 Federal Chief Information Officer’s Council, Federal IT Project Management Validation Initiative and IT Project Manager (PM) Guidance Matrix (July 6, 2004)
- C.6.1.15 Federal Chief Information Officer’s Council, Project Manager Validation and Levels (July 2, 2004)

SECTION D – PACKAGING AND MARKING

D.1 2001.00 Packaging and Marking (Mar 2009)

Preservation, packaging, packing, and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D.2 2002.00 Marking (Mar 2009)

Marking – All information submitted to the Contracting Officer, the POC, or his/her designated contact shall clearly indicate the number of the contract for which the information is being submitted.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 3001.01 Inspection and Acceptance by the Contracting Officer’s Representative (COR) (Aug 2013)

Inspection and Acceptance of supplies and/or services to be furnished under this contract will be performed by the Contracting Officer's Representative (COR) – (Ning Tang). Inspection and Acceptance will be performed at the Securities and Exchange Commission,

U.S. Securities and Exchange Commission
Station Place - Headquarters
100 F Street NE
Washington, D.C. 20549

The COR will assess performance of Contractor personnel on an ongoing basis, and communicate the results to the Contractor. The COR will not discuss performance concerns with Contractor personnel. Should a problem arise regarding performance or the overall level of service, the contractor shall have no more than three (3) business days in which to correct the problem. This may result in the removal of Contractor personnel from the award.

SECTION F- DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The term of the contract is a five year ordering period. This is not a multi-year contract as defined in FAR Part 17.1. The period of performance will not exceed a total of five (5) years.

F.1.1 Hours of Performance

The Contractor shall be available at the SEC Headquarters in Washington, D.C. (Station Place) between the hours of 7:00 AM and 6:00PM Eastern Time Monday through Friday, excluding Government holidays, during the term of contract. There will be times when support is required during outside of the normal hours of performance and weekends for system maintenance, disaster recovery testing, production application deployments and system outage. Exceptions may be made on a case-by-case basis and must be pre-approved by the Government COR. The actual daily start and stop times shall be coordinated with, and approved by, the COR. The Contractor will use the Contractor Time Management System (CTMS) record hours worked for level of effort/labor hour CLIN under this contract. CTMS is a SharePoint site that is available to help track Contractor personnel hours for invoice purposes. CTMS is not a contractor's time keeping system. All Contractor personnel shall obtain pre-approval by the designated COR or Contracting Officer, in writing, prior to working any additional hours for all labor hour contracts.

F.1.2 Recognized Holidays

The Contractor is not authorized for performing services on the following Federal Holidays without prior explicit approval by the government.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

F.1.3 Place of Performance

The work to be performed under this IDIQ may be performed at any of the following locations.

- SEC Headquarters – 100 F Street NE, Washington, DC 20549

Currently, the SEC has regional offices in the following locations:

- Atlanta Regional Office- 950 East Paces Ferry Road, NE, Suite 900, Atlanta, GA 30326
- Boston Regional Office- 33 Arch Street, 23rd Floor, Boston, MA 02110
- Chicago Regional Office- 175 W Jackson Boulevard, Suite 900, Chicago, IL 60604
- Denver Regional Office- 1801 California Street, Suite 1500, Denver, CO 80202
- Fort Worth Regional Office- Burnett Plaza, Suite 1900, 801 Cherry Street, Unit 18, Fort Worth, TX 760102
- Los Angeles Regional Office- 5670 Wilshire Boulevard, 11th Floor, Los Angeles, CA 90036
- Miami Regional Office- 801 Brickell Avenue, Suite 1800, Miami, FL 33131

- New York Regional Office- 3 World Financial Center, Suite 400, New York, NY 10281
- Philadelphia Regional Office -The Mellon Independence Center, 701 Market Street, Philadelphia, P A 19106
- Salt Lake Regional Office- 15 W South Temple Street, Suite 1800, Salt Lake City, UT 84101
- San Francisco Regional Office- 44 Montgomery Street, Suite 2800, San Francisco, CA 94104

At the Contractor's facilities when identified by Task Order, or in situations such as when teleworking is in the best interest of the government. These situations include inclement weather emergencies, office closures, and OPM public awareness announcements to avoid working in the city on a given day. Determination of what is in the best interest of the government shall be made by the COR.

The final required place of performance will be determined in the specific Task Orders. Onsite spaces at government facilities may be revoked at any time per government requirements. If working at the Contractor's facility, the Contractor shall prepare all deliverables and other contract documentation utilizing Contractor resources. As directed by the Contracting Officer Representative (COR), the Contractor shall continue performance in emergency or mission essential conditions. Any equipment such as laptops or phones provided to Contractor personnel shall be returned at the termination of the engagement or at another time mutually agreeable to both parties. COR approval is required. Additionally, the Contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR.

F.2 4003.01 Schedule of Deliverables (Feb 2012)

The specific list of deliverables will be specified in the individual Task Orders Statement of Work. At a minimum, the deliverables shall include

- Task Order Kick Off Meeting (REF C.5.12.1)
- Project Plan and Schedule (REF C.5.12.1)
- Monthly Project Status Report (REF C.5.12.4)
- Informal Project Status update (as needed) (REF C.5.12.4)
- Transition Plan (REF C.5.12.5)

F.3 Schedule Compliance

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, draft or final, the Contractor shall immediately provide written notice to the Contracting Officer and the COR when the delay is first discovered as far in advance of the actual milestone date as possible. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

SECTION G - CONTRACT ADMINISTRATIVE DATA

G.1 5001.00 Contract Administration (Dec 2011)

This contract will be administered by the Office of Acquisitions of the SEC. All inquiries should be directed to the Contracting Officer/Contract Specialist at the following address:

U.S. Securities and Exchange Commission
 Office of Acquisitions
 100 F Street, NE
 Washington, DC 20549
 Attn: Joseph Han, Contract Specialist
 Telephone: (202) 551-4048
 E-mail: hanso@sec.gov

G.2 5001.03 Contract Administration for Non-Severable Services (Aug 2013)

The services for the contract are considered non-severable services. Non-severable services are considered to be new tasks, each with details of the task and when it is due.

- a. The task is described by SEC employees and e-mailed to the Contracting Officer's Representative (COR).
- b. COR ensures it is in scope and e-mails it to the vendor Project Manager (PM).
- c. Vendor PM reviews it and assigns the task to the Contractor personnel (CP).
- d. SEC employees work with the assigned CP.

The COR will review deliverables within the time frames indicated in approved technical direction letter / e-mail.

G.3 5003.00 Submission of Invoices (Apr 2012)

The Securities and Exchange Commission accepts only electronic/e-mail invoices. Invoices shall be submitted on a monthly basis.

Contractors should submit invoices in accordance with the SEC Prompt Payment Provision of the contract. Contractors are cautioned against submitting an invoice prior to goods and services being received/accepted. Invoices submitted prematurely may be rejected.

Electronic/e-mail Invoice Instructions:

- Invoices must be in PDF Format and may not exceed 10MB
- Subject Line: Company name and the invoice number
- e-mail Message:
 - Company logo or letterhead
 - Company name and payment address
 - Company point of contact (POC) for the invoice with phone and e-mail
 - Invoice Number
 - SEC Contract or Order number
 - SEC COR

For supplies: contract line item number, item description, quantity delivered, and unit and extended price, per Section B CLIN structure

For services: contract line item number, item description, period of performance and associated costs, per Section B, contract line item, CLIN, structure

Shipping and handling charges, if applicable

Clearly mark duplicates of previous invoice submissions with "DUPLICATE"

Clearly mark the final invoice with "FINAL INVOICE"

Attach the invoice and any supporting documents in a secure tamper-proof or tamper-resistant format compatible with Adobe Acrobat.

Electronic signatures are acceptable in scanned documents. Each page of a document must be clearly marked with information identifying it with the company, the contract, the invoice, and any other information required by the contract.

E-mail invoices to the following address: 9-AMC-AMZ-SEC-Invoices@faa.gov. If you have questions regarding submission of invoices, the SEC's Office of Financial Management may be reached at (202) 551-7860.

G.4 5003.01 Invoicing Schedule (Mar 2009)

The Contractor shall invoice monthly after the acceptance of the Monthly Status Report.

G.5 5004.00 Appointment of Contracting Officer’s Representative (COR) (Nov 2012)

a. **Ning Tang**, is hereby designated the Securities and Exchange Commission COR for administration and information relating to this contract. **Sara Young** s hereby designated as the Alternate COR for this contract.

b. The Contracting Officer (CO) shall appoint, in writing, a Contracting Officer’s Representative (COR) and, if possible, an Alternate COR for this award. The COR and Alternate COR shall have a current Federal Acquisition Certification for CORs (FAC-COR) at the appropriate certification level for the contract. A COR may serve on a contract requiring certification at or below his/her level, but not on one requiring a higher level. The CO shall provide the Contractor with a copy of the COR appointment letter(s). The COR may not re-delegate his or her authority; only the CO has this authority.

c. The COR will manage the contract in coordination with the CO and within the terms of the contract and the boundaries of a COR’s duties as outlined in the document “Instructions for CORs and Their Supervisors.” The COR’s responsibilities include reviewing invoices and charges by the Contractor and informing the CO of areas where exceptions are taken. If this is an award for services and Contractor personnel are brought on-site to SEC facilities, the COR must adhere to SECR 10-24.

d. Only the CO has the authority to change the terms and conditions of this contract. The COR may request a contract modification, but the CO will make the final determination. The COR may not agree to or issue a change to the contract terms and conditions. In the event the Contractor effects changes to the contract at the direction of any person other than the CO, the changes will be considered to have been made without any authority and no adjustments will be made to the contract.

G.6 5007.00 Payment Information (Feb 2012)

Payment will be made to small business contractors within 15 days of receipt of a valid invoice.

Unless otherwise stated, and the contractor is not a small business, payment will be made within the guidelines of the Prompt Payment Act and requires that payment is made within 30 days from receipt of a valid invoice.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 6001.00 SEC Non-Disclosure Requirements and Agreements (Jul 2012)

Required non-disclosure agreements are attached and must be completed and returned to the Contracting Officer before starting work under this contract.

Provisions of the SEC Regulation Concerning Conduct of Members and Employees and Former Members and Employees of the Commission expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. See 17 C.F.R. § 200.7353(b)(1) & (b)(2). The Contractor, and its employees, agents, subcontractors, and subcontractor personnel who will have access to confidential or non-public information or documents in the performance of the contract, agree to be bound by the provisions of Sections 200.735-3(b)(1) and 200.735-3(b)(2) of the SEC's Regulation Concerning Conduct and the terms set forth in the attached non-disclosure agreements (Attachments 1& 2). For purposes of this clause, “confidential or non-public information,” is defined as information generated by or in the possession of the SEC that is commercially valuable, trade secret, market sensitive, proprietary, related to an SEC enforcement or examination matter, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non-public by an SEC division director or office head, and is not otherwise available to the public.

An officer or executive authorized to bind the Contractor shall execute the non-disclosure agreement (Attachment 3) on behalf of the Contractor and return it to the Contracting Officer prior to the Contractor commencing work on the contract. The Contractor shall submit to the Contracting Officer a list of its employees, agents, and subcontractors that will be authorized access to SEC information by virtue of performing the requirements set forth in this contract. Each person identified on the list shall then sign the non-disclosure agreement on behalf of themselves (Attachment 4) and submit it to the Contracting Officer before commencing work on the contract.

The Contractor shall also ensure that all of its employees, agents, and subcontractors assigned to perform the requirements set forth in this contract adhere to the terms of the non-disclosure agreement, protecting all confidential or non-public information, and to not divulge to any unauthorized person. Assignment of staff who has not executed the non-disclosure agreement or failure to adhere to this statement shall result in action by the Contracting Officer, as deemed appropriate. Violation of this clause or the attached non-disclosure agreements by the Contractor, its employees, agents, subcontractors, or subcontractor personnel may result in default of the contract and/or civil suits and/or criminal prosecution.

H.1.1 6001.01 Restrictions on Use, Disclosure, and Duplication of Confidential and Non-Public Information (Nov 2010)

Confidential or non-public information, for purposes of this clause includes but is not limited to, all financial, statistical, personnel and/or technical data which is furnished, produced, generated, or otherwise available to the Contractor, during the performance of this contract. Unless otherwise specified, confidential or non-public information shall not be used for purposes other than performance of work under this contract without the prior written consent of the Contracting Officer. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel are restricted from duplicating or disclosing confidential or non-public information, in whole or in part, outside the Securities and Exchange Commission (SEC) for purposes other than fulfillment of the requirements set forth in this contract. Any presentation of any confidential or non-public information, or any reports or material derived from confidential or non-public information shall be subject to review of the Contracting Officer prior to publication or dissemination. Any questions about whether information is confidential or non-public shall be referred to the Contracting Officer prior to use disclosure or duplication.

H.2 Type of Contract

This is a multiple-award Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract for Program Management Support Services, in accordance with Federal Acquisition Regulation (FAR) Part 12. Orders will be issued in accordance with Federal Acquisition Regulation (FAR) Part 16.5 and the procedures set forth in this contract. Orders will be awarded on a Firm Fixed-Price (FFP) or Time & Materials/Labor Hour (T&M/LH) basis.

H.3 6003.00 Representations and Certifications (Mar 2009). The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference.

H.4 6004.00 Approval of Subcontracts (Feb 2012)

The Contractor shall not enter into a contractual agreement with any party to furnish any of the work or services under this IDIQ without the written approval of the Contracting Officer. This provision shall not be interpreted as requiring the approval of contracts for employment between the Contractor and personnel assigned for services thereunder.

H.5 6005.00 Other Direct Costs (Aug 2011). All approved travel related expenses will be reimbursed in accordance with the current Federal Travel Regulation found at <http://www.gsa.gov/portal/content/102886>. The reimbursement of travel expenses is subject to the following limitations: (1) any subsistence allowance (i.e., meals and lodging) is limited by a per diem allowance prescribed by the link above; (2) expenses incurred as a result of travel using a personal automobile are reimbursed as prescribed by the link above; (3) reimbursement of air and train travel is limited to the most economical rate and reasonable traveled route; and (4) each out-of-pocket travel and allowable miscellaneous administrative expense exceeding \$75 requires a receipt that is to be attached to the expert's invoice.

H.6 6006.00 Conflicts of Interest (Mar 2009)

(a) General. Subpart 9.5 of the Federal Acquisition Regulation 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organization conflicts of interest.

(b) Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as a Quoter or representative of a Quoter, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm or one which the Contractor represents is an actual or potential Quoter; and a Contractor's participation, as a Quoter or

representative of a Quoter, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing Quoters as a result of the Contractor's work on prior Task Orders.

(c) Definition. For purposes of this clause, the term "Contractor" means: The Contractor; any of the Contractor's parents, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

(d) Restrictions. The Contractor agrees:

- (1) To remain ineligible to participate in any capacity (including participating as a prime contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or Proposals (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this Contract.
- (2) Prior to beginning work on a Task Order, to execute such Confidentiality Agreements, Statements of Non-Disclosure or other documents which the Contracting Officer may, in his/her sole discretion, require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract.
- (3) As otherwise provided in this Contract, not to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this Contract, and to employ aggressive strategies to minimize the Government's lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this Contract.
- (4) To immediately notify the Contracting Officer of any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor's performance of work under a given Task Order or subsequent to Contractor's completion of work under such Task Order.
- (5) Prior to the acceptance of a Task Order request, to immediately notify the Contracting Officer of any potential conflict of interest, which would prevent or limit the Contractor's ability to perform the work requested.
- (6) To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government issued Task Order; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the Task Order at no cost to the Government.
- (7) As otherwise provided in this Contract, that if the Contractor declines to accept a Task Order request and subsequently participates (either directly or as a representative of another party) in a Government contracting action that was the subject of the Task Order request, then the fee which the Contractor would have been entitled to receive for such Task Order work or the fee actually paid by the Government for the Task Order's performance by another contractor, whichever is greater, shall be applied toward the Contractor's minimum ordering guarantee.
- (8) That in the event that Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.
- (9) To include this Conflict of Interest clause, including this subparagraph, in all of the Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's rights hereunder) which involve the performance of work by subcontractors in support of this Contract.
- (10) That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of the Contractor's breach of any of the above restrictions.

(e) The prohibition against performing work that "directly relate(s) to the Contractor's performance of work under this Contract" refers only to work involving the evaluation, assessment, and development of specifications for the automated procurement system provided by the Contractor.

Specifically, the fact that an agency procurement is performed using the automated procurement system shall not be used as a basis for excluding **TBD** (or any **TBD** -related entity or affiliate) from participation in the procurement.

H.7 6007.00 Compliance with Regulations (Mar 2009)

The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to the conduct of this acquisition as imposed by the Federal Government and the SEC, including, without limitation, those specified or referred to in this contract.

The Contractor and its employees shall become acquainted with and shall comply with the rules and regulations of the SEC's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the SEC.

H.8 6008.00 Background Investigations (for Contractor Personnel Working On Site) (Mar 2009)

H.8.1 6008.01 Onboarding Contract Employees (Jul 2013)

Included with this award are three forms: Contractor Data Form, OF306 "Declaration of Federal Employment," and a Credit Release Form. The Contractor must ensure that their personnel complete and return these forms to the SEC. Contractor personnel must receive a favorable adjudication before they may begin work at the SEC. It is the Contractor's responsibility to ensure that their personnel receive these forms and return them to the contracting officer's representative (COR) for the contract/award as quickly as possible. If you are not sure who the COR is, please review the first few pages of the award for the name of the Invoice Approver. If a name is not listed, please look through the remainder of the award document, especially in Section G. If you are unable to ascertain the name of the COR/Invoice Approver, please contact the individual who emailed you this award. A delay in completing the forms may delay the SEC start date for the contract/award. It is also the Contractor's responsibility to ensure that their personnel complete the e-QIP and fingerprint security processes; e-mails about these two processes will be sent to the Contractor's personnel once they turn in the three forms to the COR for the contract/award. The COR or contracting officer (CO) may contact the Contractor for assistance if he/she is unable to obtain this information from the Contractor's personnel.

Pre-Employment Check

A contract employee applicant ("Applicant") shall be subject to a complete pre-employment check, which will be completed by the SEC. The pre-employment check shall include a review of the completed OF-306 Form "Declaration for Federal Employment," e-QIP questionnaire (see Background Check in this clause), a credit history check, and a review of the Applicant's criminal history. This pre-employment check will determine the Applicant's initial suitability to begin working on the contract/award. The Government reserves the right of final approval for prospective employees. The pre-employment check shall include, but not be limited to the checks identified below. The Contractor shall make its best efforts to provide employees that pass the SEC's security screening. Failure of employee(s) to pass the security screening is not a justifiable cause for schedule slippages.

Criminal History Check

The SEC may contact local law enforcement authorities and the Federal Bureau of Investigation (FBI) to determine the criminal history of each prospective Applicant.

Credit History Check

An Applicant's credit history shall be favorable and evidence that he/she is responsible with credit obligations. An Applicant receiving an unsatisfactory credit rating must be approved by the SEC's Personnel Security Operations Branch (PERSEC) prior to the Applicant's acceptance to this contract/award. The Applicant shall be given the opportunity to address the items listed negatively on his/her credit report and provide explanation or documentation to their current status. The Applicant shall not be assigned to the contract/award prior to contracting officer receiving approval from PERSEC.

Background Check

Due to the sensitive nature of the information contained in SEC filings and concerns regarding the security and integrity of this information, the SEC may conduct a background check of an Applicant in addition to a reference check. It shall be the responsibility of the Contractor and individual contract employee, throughout the life of this contract/award, to inform

the SEC of any information that would change their background or reference checks. The Contractor also agrees to include the substance of this clause in any of its subcontracts.

In addition to the pre-employment checks, a background investigation may be required for an Applicant requiring physical and/or logical access to SEC space and/or technology. Depending on the level of investigation required, the Applicant will receive emailed instructions on completing the e-QIP questionnaire form SF-85 or SF-85P. Both forms can be located for initial review at <http://www.opm.gov/forms>. Once the forms are completed and a favorable pre-employment determination has been rendered, the U.S. Office of Personnel Management (OPM) will initiate a background investigation. At a minimum, the background investigation will include checks on: references, employment, education, residences, and criminal and credit history.

The Applicant must favorably pass the background investigation in order to begin or continue work on an SEC contract/award. If negative, derogatory or questionable information is obtained during the background investigation process, the Applicant will be given a chance to provide documentation or an explanation. If an unfavorable determination is rendered, the COR will contact the Contractor and the Applicant will not be allowed to begin or continue work on the contract/award.

H.9 6010.00 Personnel (Mar 2009)

The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract. The SEC reserves the right to review all resumes of all personnel assigned to this contract and the results of the background investigations conducted by the Contractor. The SEC has the right to require the removal of any Contractor personnel assigned to this contract, at any time, for any reason.

H.9.1 6010.01 Key Personnel (Mar 2009)

The follow positions are considered key personnel by the government:

- Senior Program Manager (may serve as the contract manager)
- Program Manager
- Project Manager Level II
- Project Manager Level III
- CPIC Analyst

Key personnel specified in the contract are considered to be essential to the work being performed. Following contract award the Contractor shall permit no substitution of key personnel without the written consent of the Contracting Officer, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event that substitution of personnel is desired, the Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before any key personnel substitution is made, if possible. The Contractor shall submit a justification in sufficient detail to permit evaluation of the impact on the contract or Task Order performance, with the resume of the proposed replacement personnel. The Contractor shall obtain the Contracting Officer's written approval prior to any changes in the contract participation of the personnel named as key personnel. Proposed substitute personnel shall have experience and education at least substantially equal to those of the personnel being replaced. Requests for substitutions shall provide a detailed explanation of the circumstances necessitating such changes, a resume for each proposed substitute, and any other information as requested by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof. Positions designated as Key Personnel shall be reviewed annually, prior to option year exercise, and may be changed by bi-lateral modification to this award. The purpose of the annual review is to ensure the optimal mix of Key Personnel to the work required during that period of performance.

The Contractor shall provide a contract manager (Senior Program Manager) who shall be responsible for the performance of the work and must be a current or contingent hire employee of the Prime Contractor. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer and provided no later than the post award conference. The contract manager or alternate must have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or

alternate must be available during normal duty hours within 3 hours to meet with government personnel (designated by the contracting officer) to discuss problem areas.

The contractor must make sure the proposed Senior Program Manager can:

- Oversee all aspects of the program, leading a team on large programs, or a significant segment of large and complex programs.
- Analyze new and complex program-related problems and create innovative solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the program
- Manage large service delivery contract that spans multiple offices, geographical locations, functional areas and programs.

And have the following qualifications and valid certification:

Senior Program Manager – must be current or contingent hire employee of the Prime Contractor.

- At least 15 years of experience leading and managing large scale programs, including service delivery contract, mission critical programs, IT systems implementation, solution development
- At least 10 years of proven experience in federal government program/project management
- Experience managing a program with at least \$10 million annual budget
- At least 5 years of experience interfacing and presenting to C-level executives
- PMI's PMP or PgMP certification, or FAC P/PM Senior-Level, or DAWIA PM Level 3
- Master's degree

Qualifications for other key personnel positions are

Program Manager

- At least 10 years of experience leading and managing programs and/or projects, including mission critical programs, IT systems implementation, solution development
- At least 5 years of proven experience in federal government program/project management
- At least 5 years of experience in Information Technology Experience managing a program with at least \$5 million annual budget
- At least 3 years of experience interfacing and presenting to C-level executives
- PMI's PMP or PgMP certification, or FAC P/PM Senior-Level, or DAWIA PM Level 3
- Bachelor's degree

Project Manager Level II

- At least 8 years of experience leading and managing projects, including business process engineering, IT systems implementation, and solution development
- At least 5 years of proven experience in federal government project management
- At least 5 years of experience in Information Technology
- Experience managing a project with at least \$1 million annual budget
- PMI's PMP certification, or FAC P/PM Mid-Level or above, or DAWIA PM Level 2 or above
- Bachelor's degree

Project Manager Level III

- At least 12 years of experience leading and managing projects, including business process engineering, IT systems implementation, and solution development
- At least 8 years of proven experience in federal government project management
- At least 8 years of experience in Information Technology
- Experience managing a project with at least \$4 million annual budget
- Experience with developing project management methodologies
- PMI's PMP certification, or FAC P/PM Mid-Level or above, or DAWIA PM Level 2 or above
- Bachelor's degree

CPIC Analyst

- At least 5 years of professional experience in relevant fields

- At least 3 years of proven experience in federal Capital Planning and Investment Control with understanding for CPIC process and OMB reporting requirements.
- Experience with developing investment artifacts such as business cases, cost benefit analysis etc.
- Bachelor's degree

Additional key personnel may be identified per Task Order. The SEC reserves the right to review all resumes of all personnel assigned to this contract and the results of the background investigations conducted by the Contractor. The SEC has the right to require the removal of any Contractor personnel assigned to this contract, at any time, for any reason.

H.9.2 6010.02 Contractor Substitution of Key Personnel (Mar 2009)

Following contract award the Contractor shall permit no substitution of key personnel without the written consent of the Contracting Officer, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event that substitution of personnel is desired, the Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before any key personnel substitution is made, if possible. The Contractor shall submit a justification in sufficient detail to permit evaluation of the impact on the contract or TI performance, with the resume of the proposed replacement personnel. The Contractor shall obtain the Contracting Officer's written approval prior to any changes in the contract participation of the personnel named as key personnel. Proposed substitute personnel shall have experience and education at least substantially equal to those of the personnel being replaced. Requests for substitutions shall provide a detailed explanation of the circumstances necessitating such changes, a resume for each proposed substitute, and any other information as requested by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof. Positions designated as Key Personnel shall be reviewed annually, prior to option year exercise, and may be changed by bi-lateral modification to this award. The purpose of the annual review is to ensure the optimal mix of Key Personnel to the work required during that period of performance.

H.10 6010.03 Point of Contact (POC) (Mar 2012)

The Contractor shall designate a senior person from the key personnel specified in Section 6010.01 as the point of contact during normal business hours. The POC may be the Program Manager but the POC must have some contracting knowledge. Should the person be unavailable, the Contractor shall notify the Contracting Officer's Representative (COR) of the name of the designated replacement. The POC or designee shall have the authority to direct personnel and shall be accountable to the directions of the COR. The Contractor shall provide to the COR a contact and backup contact who shall be on-call to make decisions as required during non-business hours.

H.11 6010.04 Contractor Responsibilities/Standards of Conduct (Jul 2013)

The Contractor shall furnish all managerial, supervisory, and personnel to successfully, effectively, and efficiently accomplish all work required by this contract. Contractor personnel are employees of the Contractor and under its administrative control and supervision. Contractor personnel are not employees of the Government.

The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The SEC will not exercise any supervision over the Contractor's employees, but may, in coordination with Contractor management, provide sufficient direction to contractor personnel to ensure that the purposes of the contract are met and the government's interests are protected.

Contractor shall be responsible for:

- Approving time cards of its employees.
- Approving leave requests of its employees.
- Performing performance evaluations of its employees.
- Making hiring and firing decisions for its employees.
- Informing its employees that they are not employees of the SEC and have not received an appointment in the federal service.
- Informing its employees that they are not to accept direction from employees of the SEC beyond that required to accomplish the purposes of the Contract.

- Informing its employees that deliverables must be marked with employer's logo or other marking legend (as appropriate to the deliverable) and it must be removable if the SEC elects to use the deliverable as SEC materials. This applies to reports, slides, and other documents called out in the contract as deliverables.
- Informing its employees that the Contractor is responsible for approval of their time cards, leave requests and performance evaluations, and for hiring and firing decisions.
- Directing their employees to identify themselves in their communications (and in their work product as appropriate) as contractors rather than SEC or Federal employees, and ensuring that they in fact do so.
- Directing their employees to display their distinguishing badges or other visible identification of their status as contractors at meetings with government or outside personnel.
- Considering during their performance of the contract whether any actions they are taking would limit the ability of an SEC employee to exercise discretion on an inherently governmental function and bring such actions to the attention of the COR.

The Contractor is accountable to the SEC for the actions of its personnel. The Contractor's employees, when on-site at SEC facilities under this contract, shall only engage in duties specified in the statement of work, Task Order or other work statement, and not in other business, or political, charitable, or other duties. The Contractor shall not recruit on SEC premises or otherwise act to disrupt official SEC business. The Contractor shall be responsible when its employees are on site at the SEC for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. Contractor employees are expected to adhere to standards of conduct that reflect credit on themselves, their employer, the SEC and the Federal Government.

H.12 6010.05 Contractor Time Keeping (May 2013)

The Contractor shall require all government (on-site) site employees to track their daily work, including entry and exit work hours, in the Contractor Time Management System (CTMS). The CTMS is not a replacement for the Contractor's own time keeping process, but will be used by the SEC to verify contractor submitted invoices. On-site contractor personnel will be provided training on use of CTMS. The CTMS is accessed on a SEC SharePoint site and access will be granted via the COR when contractor personnel are provided a Government-issued identification card and authorized access to an SEC facility.

H.13 6012.00 Security and Privacy Act Matters (Mar 2009)

The security classification for work performed under this contract is Public Trust. The documents that shall be reviewed and produced are non-public and sensitive in nature and shall be protected from unauthorized disclosure. Work on this project request that personnel have access to Privacy Act Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

H.13.1 6012.01 Compliance with Security Regulations, Policies and Procedures (Mar 2012)

The Contractor shall be responsible for compliance by its employees with SEC security regulations, policies, and procedures. This includes safekeeping, wearing, and visibility of identification badges. The SEC will issue Contractor identification badges to on-site Contractor personnel, and the badges shall be visible at all times while employees are on SEC premises. The Contractor shall provide all requested information (the SEC will provide forms to the Contractor at time of award) required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor employees are returned within forty-eight (48) hours following the completion of the contract, relocation, or termination of an employee and/or request of the Contracting Officer or the Contracting Officer's Representative (COR).

H.14 6012.03 IT Security Training (Mar 2012)

(1) Contract and subcontract staff with access to SEC computer systems must complete the SEC Rules of the Road training course at http://adc-ad-mossfe1/sites/ofa/irm/policy/Attachments/RoR_PDF/SECR24-04-A01_Rules_of_the_Road.pdf within 5 days of the start of the contract or a new employee's start date in accordance with OMB Circular A-130 Appendix III.

(2) An annual computer security awareness refresher must be completed on a schedule announced by SEC each year. Additional training may be required whenever there is a significant change in the Commission information system environment or procedures or when an employee enters a new position that requires additional role-specific training in accordance with 5 CFR 930.301(5)(d).

(3) Contract personnel designated by the government as having 'significant IT security responsibilities' will be required to take security training related to their role as directed by the Contracting Officer's Representative (COR).

(4) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract have completed initial IT security orientation training in SEC IT Security policies, procedures, computer ethics, and best practices. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training. A list of employees having completed the training will accompany these certifications. These certifications are considered to be deliverables under the terms of the contract.

(5) The COR will inform the Contractor of any other available SEC training resources.

H.15 6012.04 Electronic and Information Technology Accessibility (Mar 2011)

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194). If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government, repair or replace the non-compliant products or services within the period of time to be specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

The right to Termination of the contract, delivery or Task Order, purchase or line item without termination liabilities pursuant to the contract termination clauses; or

In the case of custom Electronic and Information Technology (EIT) being developed for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm and the contractor shall reimburse the Government for any expenses incurred thereby.

For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

In the event of a modification(s) to this contract/order, which adds new EIT products and services or revises the type of, or specifications for, products and services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor provide an update of information provided in the solicitation to identify EIT compliance. Under any maintenance agreement, Contractor agrees to maintain compliance with Section 508 of the Rehabilitation Act of 1973 for all EIT.

In order to comply with 36 CFR 1194 Section 41, the Contractor shall submit all soft copies (e.g., user manuals, product documentation, etc.) in a format that will be readable using assistive technology, (e.g., screen reader). All imbedded charts, graphs, pictures, etc., must be accessible and understandable using a screen reader.

H.16 6012.05 Personally Identifiable Information (PII) (Jun 2013)

A Contractor that designs, develops, or operates a system of records on individuals, or otherwise collects or has access to personally identifiable information (PII) in the performance of this contract shall, prior to taking such action, comply with the following requirements:

(a) The Contractor shall have established policies and procedures in place to safeguard SEC PII. The policies and procedures shall provide the Contractor's processes for identifying, assessing and mitigating privacy risks associated with PII. The policies and procedures shall also cover training of employees on their roles and responsibilities for safeguarding

SEC PII and incident management of suspected or confirmed loss of SEC PII in accordance with OMB's Recommendations for Identity Theft Related Data Breach Notification, September 20, 2006, and OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007.

(b) The Contractor shall also ensure that all processes, procedures and equipment associated with PII comply with all laws, regulations, and security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 1 and are aligned with the incident categories and timelines referenced in Table J-1 of NIST SP 800-61, as well as U.S. government and SEC policies developed to safeguard the confidentiality, integrity and availability of SEC data that may contain PII. In support of these requirements, the Contractor shall have:

- policies, procedures, and mechanisms designed to restrict access to SEC data on Contractor, subcontractor, or SEC inter/intra agency partner systems exclusively to authorized personnel;
- policies, procedures, and mechanisms that prevent transmission or disclosure of SEC data to an unauthorized party;
- policies, procedures, and mechanisms that ensure SEC data on portable devices are encrypted using methods compliant with Information Processing Standard 140-2; and
- policies, procedures, and mechanisms that ensure SEC data transmitted across public networks (i.e., the Internet) by the Contractor, or its employees, agents or subcontractors, are protected using encryption compliant with Federal Information Processing Standard 140-2.

(c) The Contractor shall provide quarterly assessments to the SEC demonstrating that the policies, procedures, and mechanisms required by (b) continue to be functional, that the Contractor is compliant with these requirements, and that these requirements are effective.

(d) The Contractor shall provide a copy of its privacy policies to the Contracting Officer. The Contractor shall also provide a copy of the policies and procedures (or otherwise make such policies and procedures available) to all of its employees, agents, and subcontractors assigned to perform the requirements set forth in this contract.

(e) The Contractor shall ensure that those individuals adhere to the Contractor's policies and procedures relating to PII and to SEC-prescribed policies and procedures for the safe handling of SEC PII, including privacy and security training requirements and privacy incident management.

(f) The Contractor's employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of SEC PII, that could potentially affect the privacy rights of individuals or which violates any federal law, regulation, mandate or requirement as defined in NIST 800-122 by contacting the SEC Information Systems Security point of contact and the SEC Incident Response Team at cops@sec.gov. The Contractor shall act in accordance with its policies and procedures in the event of any suspected loss of SEC PII and shall support the SEC's investigation and resolution of reported incidents as requested by the SEC. For purposes of this Clause, a "suspected loss of PII" shall be interpreted liberally to mean any situation in which the loss of PII or unapproved access to PII is deemed a reasonable possibility.

H.17 6012.06 Security Requirements for Transmitting PII (Jul 2012)

Contractors, subcontractors, and SEC inter/intra agency partners handling electronic SEC personally identifiable information (PII) will be required to meet the following defined OIT security requirements when transmitting such data across public networks (*i.e.*, the Internet) or storing such data on portable media.

Contractors shall ensure that all processes, procedures and equipment associated with SEC PII comply with all laws, regulations, and security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 1 and are aligned with the incident categories and timelines referenced in Table J-1 of NIST SP 800-61, as well as U.S. government and SEC policies developed to safeguard the confidentiality, integrity and availability of SEC data that may contain PII. In support of these requirements, the Contractor shall have:

- policies, procedures, and mechanisms designed to restrict access to SEC data on Contractor, subcontractor, or SEC inter/intra agency partner systems exclusively to authorized personnel;
- policies, procedures, and mechanisms that prevent transmission or disclosure of SEC data to an unauthorized party;
- policies, procedures, and mechanisms that ensure SEC data on portable devices are encrypted using methods compliant with Federal Information Processing Standard 140-2; and
- policies, procedures, and mechanisms that ensure SEC data transmitted between the contractor and the SEC are protected using encryption compliant with Federal Information Processing Standard 140-2.

The Contractor shall provide quarterly assessments to the SEC demonstrating that these policies, procedures, and mechanisms continue to be functional, that the Contractor is compliant with these requirements, and that these requirements are effective.

H.18 6013.00 Common Security Configurations (Mar 2009)

Common security configurations are published on NIST's web site <http://checklists.nist.gov>. NIST's Computer Security Division website is located at <http://csrc.nist.gov>. For more information about the security content automation program, see <http://nvd.nist.gov/scap.cfm>. NIST Special Publication 800-70, 'Security Configuration Checklist Program for IT Products,' is located at <http://csrc.nist.gov/checklists/SP800-70-DRAFT.pdf>.

H.19 6014.00 Use of Contractor Data and/or Materials (Mar 2009)

The Contractor acknowledges and agrees to the following: The SEC anticipates using the data and/or materials to conduct analyses for use in reports, studies, memoranda, and presentations. The SEC anticipates the following types of situation where analyses based on underlying data may be made public: by the SEC itself (E.g., SEC rulemaking and/or analysis done as part of an inspection or enforcement action), by SEC staff where the SEC is directing or facilitating the publication (e.g., a staff study in response to a Congressional request), by SEC staff facilitating their own private publication where the Commission has not taken a position regarding the publication of the analysis (e.g., a research report to be submitted by the individual staff to an academic conference or journal), and a former employee of the SEC who has substantially completed the analysis while on staff and is facilitating his/her own private publication (e.g., a research report to be submitted to an academic conference or journal). In all of these situations, only "insubstantial amounts" of the licensed data and/or material would be made public and no raw data would be made public, the authors would agree to abide by all contractual terms and conditions, and as the owner/licensor of the data the Contractor would receive attribution and be cited as the data source. "Insubstantial amounts" means an amount that has no independent commercial value and could not be used as a substitute for the service or product or any part of it.

H.20 6015.00 SEC On-Site Contractors (Feb 2012)

Space, desk, phone and computer will be made available to on-site contractor personnel at the SEC for use in the performance of their task and will be returned when they are no longer on-site.

H.21 6016.00 Supplies (May 2013)

The Contractor shall provide all supplies to support the requirements of this award. The SEC will not provide supplies used in the normal daily performance of work such as note paper, pens, calendars, staplers, etc. If there is a need for specific supplies required by the performance of the work, the Contractor's Program Manager shall notify the Contracting Officer's Representative (COR).

H.22 6017.00 Communicating Non-public or Sensitive Information (May 2013)

When communicating "Non-public or Sensitive information" via email, during the period of this contract, the Contractor shall submit all such communications using Zixmail. ZixMail encrypts outgoing messages, decrypts and validates incoming messages, and authenticates both the sender's and recipient's e-mail identities. The Contractor shall use the following instructions for using Zixmail:*

Login at U.S. Securities and Exchange Commission Secure Email Password Authorization. View message under the "Inbox" tab or create and send new messages from the "Compose" tab. Messages are created and sent similar to a typical e-mail messaging system and include: recipients, CC, subject line, body and attachments.

*Notes: The Contractor shall register a new account first at U.S. Securities and Exchange Commission Secure Email Password Authorization prior to reading or sending encrypted messages. The Contractor will be provided with a link to create an account the first time you send them an encrypted message. This link will also be used by the Contractor subsequently to read and compose messages. The Contractor can only send encrypted e-mail messages from the ZixMail portal to SEC employees. All e-mail contents, including attachments, are encrypted when sent using this method.”

H.23 Travel

There will be no reimbursement for travel expenses incurred within the Washington, DC metropolitan area. In the event that a requirement for travel outside of the Washington DC metropolitan area arises, travel must be pre-approved by the COR by submitting travel plans with names, dates, locations and estimated expenses at least two weeks in advance of the planned travel. If the place of performance is other than the SEC Headquarters, travel may be allowable and reimbursable subject to the following limitations:

1. Any subsistence allowance (i.e., meals and lodging) is limited by a per diem allowance prescribed by the Federal per diem schedule - http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC;
2. Expenses incurred as a result of travel using a personal automobile are reimbursed as prescribed on the link above;
3. Reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route; and
4. Each out-of-pocket travel and allowable miscellaneous administrative expense exceeding \$75 requires a receipt that is to be attached to the invoice. The Contractor shall submit the required documentation to the COR no later than five (5) business days after completion of each trip. In most cases travel may be one trip per month for 1-2 days; in some circumstances it may be two day trips. If travel is allowable the SEC follows the Federal Travel Regulation regarding use of government rates for travel.

H.24 Intellectual Property

The SEC will obtain and the Contractor shall assign and deliver to the SEC all the contractor’s rights, including without limitation all copyrights, in the software first produced in the performance of this contract, all as provided in FAR 52.227-17, Rights in Data – Special Works. The term “software” must include, without limitation, source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the software to be produced, created, or compiled. As to any pre-existing software incorporated into a deliverable under the contract, the Contractor shall obtain, assign, and deliver to the SEC intellectual property rights sufficient to permit the SEC to use, disclose, and reproduce such software, to prepare derivative works, to distribute copies to the public, and to perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

Software vendors in the private and commercial sectors are expected to want the source code as the basis for their SEC Interactive Data applications. The source code will be made publicly available, subject to a permissive licensing scheme that would allow incorporation of the software into other works. The contractor would also have access to the source code on this basis.

H.25 Contractor Performance Evaluation

Prior to the exercise of an option under the contract/order or at the end of the conclusion of work under the contract/order, the SEC will submit an electronic record of the Contractor’s performance to the Contractors Performance Assessment Retrieval System (CPARS) for processing. Once the evaluation is processed in CPARS, it will be made available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating the Contractor’s past performance as part of a source selection action.

No later than 30 days after award, the Contractor shall furnish the Contracting Officer with:

- the name,
- position title,
- phone number, and
- email address

of the Contractor’s representative designated to have access to the evaluation for this contract.

The Contracting Officer will ensure that the information regarding the Contractor's designated representative is provided to the SEC Contractor Performance Assessment Reporting System Focal Point.

The Contractor's designated representative will have the ability to review, comment, and state whether or not the Contractor agrees with the evaluation and return the evaluation to the Contracting Officer Representative (COR) within 30 calendar days after its receipt.

If the Contractor desires a meeting to discuss the evaluation, it must be requested, in writing, no later than seven calendar days from the receipt of the evaluation. This meeting will be held during the Contractor's 30-calendar day review period. If after the meeting, the Contractor disagrees with assessment, the Contractor may request that the Office of Acquisition Operations Branch Chief resolve the matter.

It shall be the sole responsibility of the Contractor to inform the Contracting Officer or COR of any changes to the Contractor's designated representative. Any such changes do not require a modification to the terms and conditions of the contract/order.

H.26 Information Sensitivity

The tasks listed in this SOW are expected to contain unclassified sensitive information that could act as a guide for hostile entities to cause harm to national and agency interests. The Contractor shall handle all documents in accordance with government and SEC-specific standards.

The Contractor is required to handle all materials, including working materials, as SEC sensitive- For Official Use. All preliminary and final deliverables and all associated working papers concerning SEC, the security projects performed under this effort, and security architecture and other material deemed relevant by the agency, received or generated by the Contractor shall be considered sensitive limited official use unless otherwise noted in writing.

H.27 Information Confidentiality

(a) To the extent that the work under this contract/Task Order(s) requires that the Contractor be given access to confidential or proprietary business, technical, financial information belonging to the government or other companies, including pre-decisional budget and acquisition sensitive information, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the contracting officer in writing. The foregoing obligations, however, shall not apply to:

1. Information that, at the time of receipt by the Contractor, is in the public domain;
2. Information, that is published after receipt thereof by the Contractor or otherwise, becomes part of the public domain through no fault of the Contractor;
3. Information that the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies; and
4. Information that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the contracting officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the contracting officer. From time to time upon request of the contracting officer, the

Contractor shall supply the government with reports itemizing information received as confidential, proprietary, pre-decisional budget information, or acquisition sensitive information, and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by the contracting officer it will execute a contracting officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the contracting officer, Contractor personnel shall also sign such an agreement.

(e) This clause shall flow down to all subcontracts and teaming agreements.

H.28 Intellectual Property Rights

The SEC is licensing commercial items under this Contract, and the parties' intellectual property rights are governed generally by Section I, clauses 52.227-14, Alt. III, and 52.227-15. Under clause 52.227-14, the SEC shall have unlimited rights in any data first produced in performance of this Contract.

H.29 Transfer of Data on Contract Termination or Expiration.

The Contractor agrees that all data which the SEC owns or in which the SEC has other rights will be turned over to the SEC upon contract termination or expiration in a format to be specified by the SEC at the time of such transfer.

H.30 System Data Use By Replacement Contractor.

In accordance with FAR 52.227-14 entitled "Rights in Data - General" (DEC 2007), the Contractor agrees that the SEC has unlimited rights to all data, documents, and work products developed under this contract. The Contractor agrees that the SEC has the unlimited right to allow a replacement or potential replacement Contractor, at any time before or after the expiration of this contract, or upon termination of the contract for default or convenience of the SEC, full use of all data, documents, and work products developed under this contract.

H.31 Subcontract Approval Required Documentation.

The rights and obligations set forth in this section are in addition to, and in supplementation of, the rights and obligations contained in Section I, clause 52.244-2. Those subcontracts which are subject to the requirements of the Section I contract clauses entitled "Subcontracts" shall be submitted to the Contracting Officer for review and approval. The Contractor shall provide the SEC with an explanation of the type of agreement(s) the Contractor and subcontractors are proposing. This explanation shall clearly define the relationship(s) between the Contractor and subcontractor(s) and what each party's responsibilities/duties shall be. Contractors with purchasing systems reviewed and approved in accordance with Part 44 are not required to submit subcontracts to the Contracting Officer for review and approval.

H.32 Government-Furnished Equipment

With the exception of incidental items associated with on-site performance (furniture, desktop computers, copiers, etc...), the Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

NOTE: Items such as handheld devices will not be provided. However, RSA Tokens will be provided as needed. In addition, government laptops may be provided with business justification by the government sponsor and approval from the COR.

H.33 Contractor Staff Training

Prior to introduction and implementation of new technology, the SEC will notify the Contractor in sufficient time to allow for appropriate Contractor staff training. The SEC will not provide training for the Contractor staff, except for training to support the SEC developed applications. During training periods the Contractor shall maintain a high level of service to ensure customer satisfaction.

H.34 Associate Contractors

Performance of this effort may require the PMO contractor to work closely with other contractors. The close interchange with associate contractor(s) may require access to, or release of, proprietary or limited/restricted rights data. To facilitate close cooperation and maximum effectiveness, the Contractor may enter into agreement(s) with associate contractors to adequately protect such data from unauthorized use or disclosure, at its discretion. However, the Government will not be a party to these agreements, and the privacy, security and data rights clauses in each contract still apply.

H.35 Commercial Advertising

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity/ news release or commercial advertising without first obtaining explicit written consent to do so from the PMO Program Manager. This restriction does not apply to marketing materials developed for presentation to potential government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.36 Commercial Warranties

Any supplies purchased by the Contractor necessary for the performance of this contract shall be furnished with the standard commercial warranty only. The Contractor shall not purchase supplemental warranties unless authorized by the Contracting Officer. The title to the supplies purchased and all rights conferred by the standard commercial warranty shall pass to the SEC at the time of purchase.

SECTION I– FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2014)

(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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

- _X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- _X_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- _X_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (13) [Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (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_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- _X_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- _X_ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- _X_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- _X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- _X_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) (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.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- _X_ (25) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 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_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _X_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (36) 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.)
- ___ (37) (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.)

- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) + (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ___ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _X_ (47) 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. 2303 Note).
- ___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (52) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- _X_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (56) (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.]

- ___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 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).
- _X_ (6) 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).
- _X_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 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 (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 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 (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(ix) 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)).

(x) 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.)

(xi) 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)

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

(xiii) 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).

(xiv) 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.

(xv) 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.

52.252-2 Federal Acquisition Regulation (FAR) Clauses Incorporated by Reference (Feb 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address <http://www.acquisition.gov/far/index.html>

FAR CLAUSE	TITLE	DATE
52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.204-7	Central Contractor Registration	DEC 2012
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	DEC 2010
52.209-7	Information Regarding Responsibility Matters	FEB 2012
52.212-4	Contract Terms and Conditions—Commercial Items	JUN 2013
52.212-4 Alternate I	Contract Terms and Conditions – Commercial Items, Alternate I (Applies to Time & Materials/Labor Hour type orders.	OCT 2008
52.216-24	Limitation of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.216-27	Single Or Multiple Awards	OCT 1995
52.216-31	Time-and-Materials/Labor-Hour Quote Requirements—Commercial Item Acquisition	FEB 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions On Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification	SEP 2010
52.227-14	Rights in Data – General	DEC 2007
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data – Special Works	DEC 2007
52.227-18	Rights in Data – Existing Works	DEC 2007
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-32	Performance-Based Payments	APR 2012
52.323-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-2	Service of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEP 2000
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010

FAR CLAUSE	TITLE	DATE
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.246-25	Limitation Of Liability – Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

52.216-1 Type of Contract (APR 1984) - TAILORED

The Government contemplates award of multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts resulting from this solicitation to 8(a), Service Disabled Veteran Owned Small Business (SDVOSB), Woman Owned Small Business (WOSB), Historically Underutilized Business Zones (HUBZone) and any other business type firms.

52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the period of performance through the last day of the period of performance.

(b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.

(c) If mailed, a delivery order or Task Order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$250,000,000;

(2) Any order for a combination of items in excess of \$250,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s

effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 120 after the end of the period of performance.

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of any POP expiration or bilaterally.

52.217-9 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 the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

SECTION J – LIST OF ATTACHMENTS

Attachment 1 - Definitions and Acronyms

Attachment 2 - Task Order Instructions

Attachment 3 - Non-Disclosure Agreement (CONTRACTOR)

Attachment 4 - Non-Disclosure Agreement (CONTRACT PERSONNEL)

Attachment 5 - Conflicts of Interest

Attachment 6 - Tax Liability Certification

Attachment 7 - Labor Category Descriptions