SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 152

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	50310219R0016	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	08/01/2019	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
SECURITIES AND EXCHANGE COMMISSION OFFICE OF ACQUISITIONS IT - 02 SUPPORT BRANCH 100 F STREET NE MAIL STOP 4226 WASHINGTON DC 20549	SEC-OA - 04	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1201 ES PM (Hour) local time 09/16/2019 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	MELODY P. BRYANT				ONEOIT@sec.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )		

24. ADMINISTERED BY *(If other than Item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
ANKE TAYLOR	*(Signature of Contracting Officer)*	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
00001	One OIT - Firm Fixed Price Information Technology (IT) services and IT solutions to support IT systems and software development in a variety of environments and infrastructures Fixed Price (FP). All variations. This CLIN applies to all variations of contract types under fixed price. Period of Performance is date of award date through October 21, 2023. Anticipated Award Type: Indefinite-quantity				
00002	One OIT - Time-and-Materials Information Technology (IT) services and IT solutions to support IT systems and software development in a variety of environments and infrastructures Time-and-Materials. All variations. This CLIN applies to all variations of contract types of Time-and-Materials to include Labor-Hours. Period of Performance is date of award date through October 21, 2023. Anticipated Award Type: Indefinite-quantity				
00003	One OIT - Other Direct Costs (ODC) Cost ODCs must be incidental to the work being performed under this contract. The Contractor will provide ODCs on a cost reimbursement basis only. All ODCs must be pre-approved in writing by the COR prior to the Contractor incurring the cost. The Contractor shall be authorized to invoice on a monthly basis and in accordance with FAR Part 31. Period of Performance is date of award date through October 21, 2023. Anticipated Award Type: Indefinite-quantity				
00004	One OIT - Travel Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Travel in support of the PWS/SOW. No profit shall be paid on purchases or on travel made under this CLIN. Travel must be incidental to the work being performed under this contract. All travel must be pre-approved in writing by the COR prior to the Contractor incurring the cost. Travel shall be in accordance with FAR Subpart 31.205-46. Period of Performance is date of award date through October 21, 2023. Anticipated Award Type: Indefinite-quantity				
00005	One OIT OPTION - Firm Fixed Price Information Technology (IT) services and IT solutions to support IT systems and software development in a variety of environments and infrastructures Fixed Price (FP). All variations. This CLIN applies to all variations of contract types under fixed price. Period of Performance is a five year option period. Anticipated Award Type: Indefinite-quantity (Option Line Item)				
00006	One OIT OPTION - Time-and-Materials Information Technology (IT) services and IT solutions to support IT systems and software development in a variety of environments and infrastructures Time-and-Materials. All variations. This CLIN applies to all variations of contract types of Time-and-Materials to include Labor-Hours. Period of Performance is a five year option period. Anticipated Award Type: Indefinite-quantity (Option Line Item) Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00007	One OIT OPTION - Other Direct Costs (ODC) Cost ODCs must be incidental to the work being performed under this contract. The Contractor will provide ODCs on a cost reimbursement basis only. All ODCs must be pre-approved in writing by the COR prior to the Contractor incurring the cost. The Contractor shall be authorized to invoice on a monthly basis and in accordance with FAR Part 31. Period of Performance is a five year option period. Anticipated Award Type: Indefinite-quantity (Option Line Item)				
00008	One OIT OPTION - Travel Cost Travel in support of the PWS/SOW. No profit shall be paid on purchases or on travel made under this CLIN. Travel must be incidental to the work being performed under this contract. All travel must be pre-approved in writing by the COR prior to the Contractor incurring the cost. Travel shall be in accordance with FAR Subpart 31.205-46. Period of Performance is a five year option period. Anticipated Award Type: Indefinite-quantity (Option Line Item)				

SECTION A - Solicitation/Contract Form

EXECUTIVE SUMMARY

This Request for Proposal (RFP) is issued for purposes of conducting an On-Ramp Event in accordance with Section H.40 of the original RFP 50310218R0005. ONE OIT (now "OneIT") was originally solicited under RFP 50310218R0005 through Amendment 0014. Three (3) awards were made in the unrestricted pool and 15 awards were made in the restricted pool based on the original solicitation. This On-Ramp Event intends to add ten (10) additional small business contractors to the restricted pool; however, the SEC reserves the right to award more or no contracts at all if determined to be in the best interest of the Government. Awards under this On-Ramp Event will be based upon similar evaluation procedures, documentation requirements, and criteria as were used for the original solicitation and competition. Those evaluation procedures, documentation requirements, and criteria as substantially the same as in the original solicitation, except as otherwise indicated in this document.

The SEC seeks additional offers from small businesses only for the OneIT Multiple-Award Indefinite Delivery/Indefinite Quantity (IDIQ) Contract with time-and-material, labor-hour, and firm-fixed contract line items providing enterprise solutions for integrated information technology (IT) services. The source selection process will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoff process. For the basic IDIQ, the Highest Technically Rated Offerors with a Fair and Reasonable Price will determine the best value basis for contract awards.

Prospective Offerors are cautioned to review this RFP in its entirety. Prospective Offerors are reminded that the OneIT RFP may be amended at any time during the solicitation. It is recommended that all prospective Offerors check the FedBizOpps website, www.fbo.gov, for posted changes to this OneIT RFP.

Questions regarding this RFP may be submitted, via email, to ONEOIT@sec.gov at any time but must be received by the identified Government email box no later than **10:00AM ET on 12 August 2019**. All questions/comments shall be submitted utilizing the OneIT Question Template provided in Section J - Attachment 13 of this RFP. The Government's responses, along with the questions will be posted to the FedBizOpps website. Questions and/or comments received after the specified date/time may not be addressed by the Government.

Proposals must be submitted in accordance with Section L:

Unrestricted Pool: <u>This On-Ramp Event is not open to the Unrestricted Pool.</u>

Restricted Pool: Proposals are due NLT 12:01PM ET on 16 September 2019.

Prospective Offerors shall clearly indicate in their response to the OneIT RFP that their proposal is valid for 180 days.

A restricted Contractor (i.e. small business) is any Offeror who meets the definition of any federally designated small business in NAICS Code 541512. Any entity that does not meet this standard at the time of proposal submission will be removed from consideration without further evaluation if submitting in the restricted category. A Small Business Prime Offeror can partner/subcontract with small and large businesses provided they comply with the Limitations on Subcontracting IAW FAR 52.219-14.

The current Statement of Objectives (SOO) represents a total of seven (7) individual Service Channels. Small business proposals that do not adequately represent all 7 channels will not be considered responsive.

The SEC will make the overall determination of responsibility which will include, but is not limited to, information in the Federal Awardee Performance and Integrity Information System (FAPIIS), Dun and Bradstreet, exclusions denoted in the System for Award Management (SAM), the representations and certifications with SAM and Section K. The Offeror shall ensure information is accurate and up-to-date in FAPIIS and SAM at the time of submission of the proposal. The Offeror will not be considered for award if it is determined they are not Responsible in accordance with FAR Part 9.

SECTION B - Supplies or Services/Prices

MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE

(a) Maximum. The maximum contract ceiling value of all contracts in this multiple award procurement is established at $2.5 Billion.
(b) Minimum. The minimum guaranteed award amount for this IDIQ Contract is $1,000 per Contractor for the full term of the Contract. The exercise of the option period does not re-establish the Contract minimum.
(c) The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified in paragraph (b). Once the conditions of paragraph (b) have been met, the Contractor continues to be afforded fair opportunity, as per FAR 16.505(b)(1), to compete for Task Orders issued through the expiration of the basic IDIQ Contract or termination of the Contractor's basic IDIQ Contract, whichever occurs first, unless an exception to fair opportunity applies or unless the Contractor is placed in dormant status as detailed in Section H, On/Off Ramping.

SERVICE CONTRACT LABOR STANDARDS (SCLS) GENERAL EXEMPTION

The IDIQ Contract labor categories are considered bona fide executive, administrative, professional labor and are exempt from the SCLS if used to perform the type of professional IT services within the scope of this Contract. The IDIQ Contract does not include wage determinations or SCLS clauses.

TASK ORDER CONTRACT TYPES

Task Order Contract types permitted include: FAR 16.2, Fixed-Price Contracts; FAR 16.601, Time-and-Materials; and FAR 16.602, Labor-Hour Contracts. These contract types can be used individually or in combination within a single Task Order comprising multiple Contract Line Item Numbers (CLIN). Task Orders may also incorporate option periods in accordance with FAR 17.2, Options.

MAXIMUM RATES AND CEILING PRICE

Maximum Rate represents and establishes maximum allowable labor rates in the form of fully-burdened rates for all IT Standard Service LCATs at the Senior Level for work performed at Government sites and work performed at Contractor sites. The burdened rates include the direct labor cost, G&A, O/H, fringe benefits, and profit. At time of award, the Contractor's Maximum Rates will be incorporated into the Contract. These rates will be used as Maximum Rates for pricing of all labor proposed under future Task Orders issued under this IDIQ Contract.

Only the Ordering Contracting Officer is authorized to exceed the Maximum Rates established if necessitated by the task order requirement, for example for a special project. The Contractor shall provide detailed rationale in all instances if and when the Maximum Rate is exceeded.

A ceiling price will be included in the schedule of any resulting task order based on the estimate of the number of hours (Labor-Hour contract) and number of hours and amount of material

(Time-and-Materials contract) required to perform the contract. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under the task order.

LABOR CATEGORY TYPES

To enhance the consistency of labor and service cost/price offers and reporting, the Master Contract provides the Standard IT Service Senior Level Labor Categories (Attachment 4 - OneIT Labor Category Descriptions). These labor categories (LCATs), which are a subset of the Standard Occupational Classifications (SOCs) issued by the Department of Labor (DOL) Bureau, Labor Statistics Division, facilitate the standardization of labor types, descriptions, and rates across the master contract vehicle. This approach provides the Government more accurate cost forecasting, reporting, and tracking. Additionally, the Master Contract also provides for Non-Standard IT Service LCATs and Ancillary Service LCATs, as described below.

OneIT IDIQ provides the following three (3) types of LCATs:

(1) Standard IT Service LCATs - This labor category type includes the defined IT Service LCATs (see Attachment 4). Each of the defined Standard IT Service LCATs is further stratified to include only the Senior skill level. These may be modified through the term of this Master Contract to accommodate emerging IT Service LCATs as defined by the market, and the need for varying skill levels. The Contractor shall utilize the Standard IT Service LCATs to the maximum extent possible. Additional Standard IT Service LCATs with varying skill levels may be added over the term of this contract.

(2) Non-Standard IT Service LCATs - This labor category type includes any IT Service labor category and skill level that is not listed within the Standard IT Service LCATs (see Attachment 4). A Non-standard IT can be added at the contract and Task Order level. Additional Non-Standard IT Service LCATs with varying skill levels may be added over the term of this contract.

(3) Ancillary Service LCATs - This labor category type includes ancillary labor support with varying skill levels, and does not include any of the defined Standard IT Service LCATs or Non-Standard IT Service LCATs. Ancillary Service LCATs may be used when the principal purpose of the Task Order is to furnish IT services-based solutions. Additional Ancillary Service LCATs with varying skill levels may be added over the term of this contract.

Standard IT Service Labor Categories (LCATs):

Standard IT Service Senior Level LCATs are the labor categories referenced in Attachment 4. They are presented as historically-based relevant positions that support Information Technology (IT) procurement requirements. IT is a dynamic discipline that will likely require additional uniquely defined IT Service labor categories with varying skill sets that emerge at some point

through the term of this Master Contract. Additional Standard IT Service labor categories with varying skill levels may be added by the government via contract modification. The process to recommend the addition of new IT LCATs to the Master Contract is discussed in detail under Section G, Process to Add Labor Categories to the Basic IDIQ.

(i) The primary source of the Standard IT Service LCATs is the Department of Labor (DoL) Bureau of Labor Statistics (BLS) Service Occupational System. The Standard Occupational Classification (SOC) system is used by Federal statistical agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.

(ii) The Standard IT Service LCATs (see Attachment 4) contain some, but not all IT Service LCATs required to meet all current and future information technology service based requirements. Standard IT Service LCATs with different skill levels will be added to the Contract and Task Orders based on agency needs.

Non-Standard IT Service LCATs:

Any IT Services LCAT that does not fit within the Standard IT Service LCATs may be added to task orders. The Master Contract Standard IT Service LCATs are robust and were written to encompass the broad scope of information technology. Additional labor categories would need to bring to bear skill sets that are so specialized or rare that they are not already encompassed in any existing Master Contract labor category. The SEC may consider additional labor categories on task orders when deemed necessary to provide IT services or an IT services-based solution. The SEC will perform due diligence in determining that Non-standard IT service labor categories are required.

Ancillary Service Labor Categories:

OneIT is to be used by the Securities and Exchange Commission in meeting professional Information Technology service objectives. Use of the non-IT ancillary service LCATs must be (1) integral and necessary; (2) part of a total integrated solution within the scope of the Master Contract; and (3) not a labor category specified in the Master Contract. The Contractor should propose and identify each ancillary support service separately and the SEC should identify each ancillary support service by a separate CLIN on the task order award.

TRAVEL (ALL ORDER TYPES)

Contractor personnel may be required to travel (local and travel outside of the local area) to support the requirements of this Contract as stated in individual Task Orders. For those Task Orders requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the Task Order Request for Proposal. Travel shall not commence without written consent in accordance with instructions in the Task Orders.

If authorized in the Task Order, travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. Profit shall not be applied to travel costs. To the extent authorized by the Task Order, Contractors may apply indirect costs to travel

in accordance with the Contractor's usual accounting practices consistent with FAR 31.2. The Contracting Officer must identify a not-to-exceed travel ceiling under a separate CLIN on the Task Order.

SECTION C - Description/Specifications

STATEMENT OF OBJECTIVES (SOO)
OneIT
AS OF JANUARY 29, 2018

1. PURPOSE

The primary purpose of this multiple award Indefinite Delivery/Indefinite Quantity (IDIQ) contract is to provide the U.S. Securities and Exchange Commission (SEC), Office of Information Technology (OIT), with a streamlined, common, and flexible contracting vehicle to procure Information Technology (IT) services that will enable the SEC's Divisions and Offices to meet the SEC's strategic mission and objectives.

2. BACKGROUND

The Office of Information Technology (OIT) supports the Commission and staff of the SEC in all aspects of information technology. OIT has overall management responsibility for the Commission's IT program including, but not limited to, Platform Application Management and Development, Business Solution Delivery, IT Infrastructure Management, Information Security, Data Management, IT Governance, and Technology Business Management. The Commission's functional responsibilities are organized into five Divisions and 23 Offices, each of which is headquartered in Washington, DC. The Commission's approximately 4,600 staff are located in Washington and in 11 Regional Offices throughout the country. SEC applications have wide range of users, including the general public who access SEC external facing applications like Edgar, Sec.gov, Investor.gov, etc.

2.1 CURRENT INFORMATION TECHNOLOGY (IT) ENVIRONMENT

OIT currently operates under the Service Delivery Framework (SDF) which governs the development of new software, installation of Commercial off the Shelf (COTS) software, and Externally Hosted Applications. The SDF employs a risk-based approach to ensuring on-time delivery of usable IT capabilities to customers. The process focuses on streamlined oversight where project life cycles are tailored based on project scope and complexity. One of the constraints which the contractor has to adhere to is the SDF. SDF is subject to change as new processes are introduced. See Attachment 1, "Service Delivery Framework" for the current version of SDF.

The SEC maintains two major data centers where the infrastructure is comprised of Microsoft Windows 2008 and 2012, Red Hat Linux, and Sun Solaris 10 servers. These data centers have high bandwidth network connectivity for data storage replication and redundancy. Business applications require high availability with fault tolerance and disaster recovery capability to meet the Recover Time Objective (RTO) of four hours or less. The Contractor shall consider the existing SEC Technical Environment described in the Enterprise Architecture Current Technical Architecture. All projects are expected to fall within the Enterprise Technology Bricks which is subject to change as new technology is introduced. See Attachment 3 - Technology Brick - Platform Standards.

3. SCOPE

This multiple-award IDIQ will provide the Securities and Exchange Commission with integrated IT solutions for evolving needs. This Master Contract allows for the application of technology to meet business needs including the ability to perform all current, leading edge and/or emerging IT services required to satisfy all IT services requirements anytime.

This multiple-award IDIQ will be an SEC OIT-wide strategic sourcing vehicle to provide a streamlined process to procure the comprehensive suite of IT services and IT solutions to support IT systems and software development in a variety of environments and infrastructures. All solutions and services must meet SEC policies, standards, and procedures as identified in the individual Task Orders (e.g., enterprise architecture, baseline configurations, lifecycle management, information security, and personnel security).

The suite of integrated IT solutions are comprised of, but not limited to, the IT Service Channels and Work Categories described below in Section 5, and may be combined and tailored in Task Order Requests to meet agency mission needs. Additionally, the Government reserves the right to add, remove, or revise Service Channels as necessary. Work may be performed at Government and Contractor facilities located throughout the United States, as specified in each Task Order, to provide a variety of IT solutions and support services. IT services and solutions within scope of this Master Contract include new, leading edge and emerging technologies that will evolve over the life of the Master Contract.

3.1 SCOPE OF WORK OVERVIEW

The Master Contract provides maximum flexibility in acquiring any IT services-based solution for any conceivable IT services-based requirement, driving government savings through efficiencies and improved reporting data with greater integrity, while maintaining a "One IT" philosophy.

The Master Contract scope includes any and all components of an integrated IT services-based solution, including all current leading edge technologies and any new technologies which may emerge during the Master Contract period of performance. The Master Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired. As the definition of IT changes over the lifecycle of the Master Contract, the scope of the Master Contract will be considered to coincide with the current IT definition at any given time.

The Master Contract includes any and all emerging IT components, IT services, and ancillary elements as they arise as required to achieve the agency's mission. Therefore, because technological advances over the term of this Master Contract are inevitable, the scope of this Master Contract takes into consideration that Task Order Requirements are permitted to include any future IT services with their integral and necessary ancillary IT components and services as they arise during the entire term of this contract.

The scope of the Master Contract includes all conceivable aspects of IT Business Need, including but not limited to:

- Big Data
- Cloud Computing
- Context-aware Computing
- Critical Infrastructure Protection and Information Assurance
- Information Security
- Data-Centers and Data-Center Consolidation
- Digital Government
- Digital Trust ad Identity Integration and Management
- Digitization and Imaging
- Energy and Sustainability Measurement and Management
- Enterprise Application Stores
- Mobile Security
- Enterprise Resource Planning
- Integration Services
- IT Governance and Lifecycle Management
- IT Helpdesk
- IT Operations and Maintenance
- IT Project and Program Management
- IT Services for Integrated Total Workplace Environment
- Mobile-Centric Application Development, Operations and Management
- Network Operations, Infrastructure, and Service Oriented Architecture
- Open Source Integration and Customization
- Outsourcing IT Services
- Remote Access
- Sensors, Devices and Radio Frequency Identification (RFID)
- Software Development and Testing
- Technology Business Management
- Telecommunications Support Services
- Virtualization
- Voice and Voice Over Internet Protocol (VOIP)
- Web Analytics
- Web Application & Maintenance
- Web Services
- Web Hosting

4. OBJECTIVES

The service channel and work category objectives identified within this SOO are described in general terms. Each task order request will address specific requirements, project scheduling, and other related performance criteria, as applicable.

The Contractor shall provide the SEC and all its subordinate Divisions and Offices with Information Technology Support Services in the following areas described in detail in Section 5.

With information technology pervading all aspects of its business, the SEC depends on Contractor support from industry partners for problem resolution and support services to meet its business needs. The SEC expects its partners under contract to deliver optimal daily performance of the SEC IT operations and take day-to-day responsibility for the SEC IT operations, achieving the minimum performance objectives on a daily basis, and taking a proactive approach with the SEC in improving the operations and efficiencies of the SEC IT environment.

Certain contemplated tasks within certain task areas are considered inherently governmental functions. The Contractor will perform functions that are operational in nature, and will not be expected or permitted to perform any inherently government functions.

5. SERVICE CHANNELS

1. Application Management and Development (PLATFORM)
2. Business Solutions Delivery (NON-PLATFORM)
3. IT Infrastructure and Operations Management
4. Information Security
5. Data Management
6. IT Governance
7. Technology Business Management

Project management support shall be required across all service channels and subsequent task orders. Program and project management support includes but is not limited to:

- Managing and supervising contractor team resources potentially at multiple locations
- Formulate and review deliverables in coordination with stakeholders, ensuring conformance with program and project task scope, schedules, costs and contractual obligations
- Organize, direct, coordinate, plan, and execute all TO activities
- Maintain and execute the approved Quality Assurance Surveillance Plan (QASP), if provided with the Task Order
- Provide status reporting in accordance with the TO PWS and SOW such as Project Plan, Project Status Reports, Project Briefings, Project Schedule, Technical and Financial Reports, etc.
- Participate in Kick-off meeting and provide meeting minutes
- Develop all deliverables in accordance with the SEC's System Development Framework (SDF)
- Collect, categorize, and maintain all artifacts or work products created by the contractor team
- Develop and execute Transition Plans to transition in and out

5.1 Application Management and Development Services Channel (Platform)

Application Management and Development Services Channel Work Categories include, but are not limited to, the following:

5.1.1 Work Category - Platform Application Operations and Maintenance Support Services:

- Problem management and defect resolution including root cause analysis, developing workarounds for issues and developing bug fixes and working with vendors for patches, reporting and metrics
- Information assurance activities including supporting security assessments, audit activities, Security PO&AM (Plan of Action and Milestones) and security findings resolution
- Maintain application and system documentation and baseline configurations
- Support administration of applications, systems, platforms, databases and interfaces
- Provide system/application performance monitoring, proactive optimization and management of application performance, tuning, provisioning, vulnerability management and configuration management
- Decommissioning of legacy applications including planning and execution, data or application integration and/or migration
- Provide internal and external end user application support
- Deliver Tier 1, Tier 2 and Tier 3 application support

5.1.2 Work Category - Platform/Technology Specific Solutions delivery services:

Support the operations and maintenance of SEC's Enterprise Platform's Services such as:

- Oracle Fusion Middleware
- Drupal
- Salesforce
- ServiceNow
- Microstrategy
- Microsoft Sharepoint
- EDGAR
- Other/Future Platforms

Provide Platform Application Development Support Services that include, but not limited to:

- Project and task management
- Requirements gathering and analysis
- System and solution engineering
- Architecture and design services
- Development and configuration services

- Quality management including testing (such as functional/ load/ 508/ performance/ integration/regression/ compatibility/ security/ user acceptance testing, etc.) and continuous integration
- Implementation
- Data or application integration and/or migration
- Administration of applications, systems, databases and interfaces
- Management of releases for entire software life cycle, initiation to production deployment and warranty
- Release, configuration and change management and support
- Create and maintain application and system documentation and baseline configurations
- Application optimization, modernization, updates or reengineering
- Support security assessments for the new solutions
- End user training and development of training materials

5.2 Business Solutions Delivery Services Channel (Non-Platform)

Business Solutions Delivery Service Channel Work Categories include, but are not limited to, the following:

5.2.1 Work Category - Business Analysis and Requirements Services:

- Requirements gathering and analysis using SEC tools and templates
- Business and/or use case development and process analysis

5.2.2 Work Category - System Development Life Cycle Support Services:

- Project and task management
- System and solution engineering
- Architecture and design services
- Development and configuration services
- Quality management including testing (such as functional/ load/ 508/ performance/ integration/regression/ compatibility/ security/ user acceptance testing, etc.) and continuous integration
- Implementation
- Data or application integration and/or migration
- Administration of applications, systems, databases and interfaces
- Management of releases for entire software life cycle, initiation to production deployment and warranty
- Release, configuration and change management and support
- Create and maintain application and system documentation and baseline configurations
- Application optimization, modernization, updates or reengineering
- Support security assessments for new solutions
- End user training and development of training materials

5.2.3 Work Category - Current Application Development Process or Tool (such as Agile, DevOps, etc.) Support Services:

- Coaching
- Customer and user training inclusive of development of training materials

5.3 IT Infrastructure and Operations Management Services Channel

IT Infrastructure Management Services Channel Work Categories include, but are not limited to, the following:

5.3.1 Work Category - Infrastructure Operations Support Services:

- Storage and compute management support services
- Networking and telecommunications support services
- End user and customer support services
- Business continuity and contingency planning support services
- IT infrastructure facilities support and management

5.3.2 Work Category - Infrastructure Engineering Support Services:

- Capacity management support services
- Emerging infrastructure technologies support services
- Core enterprise infrastructure applications support services (E.g. Active Directory, Exchange)
- Support of SEC Cloud initiatives and projects by providing Cloud services; to include
    - Associated design, engineering, implementation, management and support

5.4 Information Security Services Channel

Information Security Services Channel Work Categories include, but are not limited to, the following:

5.4.1 Work Category - Security Engineering Support Services:

- Security integration support services
- Database security support services
- Security configuration baseline development support services
- Vulnerability management support services
- Data discovery and classification services

5.4.2 Work Category - Security Operations Support Services:

- Security monitoring support services
- Intrusion detection and prevention support services
- Security information and event management support services
- Incident management support services
- Computer forensics support services
- Firewall management support services
- Internet proxy management services
- Data leakage prevention support services
- Threat hunting support services

5.4.3 Work Category - Compliance Support Services:

- Security assessment & authorization support services
- Continuous diagnostics and mitigation support services
- Security policy management and enforcement support services
- Audit support services
- Governance, risk, and compliance tool support services
- Security and privacy awareness training support services

5.4.4 Work Category - Privacy Support Services:

- Privacy act legal support services
- Privacy impact assessment support services
- Privacy data scanning support services
- Data breach response support services
- Data breach response exercise support services

5.5 Data Management Services Channel

Data Management Service Channel Work Categories include, but are not limited to, the following:

5.5.1 Work Category - Data Analytics and Big Data Support Services.

This includes Analytics platform and technologies such as:

- Hadoop / Spark administration
- Netezza administration

- SOLR, Watson Explorer and search indexing tool administration and optimization
- Data development (relational, semi-structured & unstructured, and object stores)
- Data migration
- Data operations and optimization across agency data centers and agency AWS cloud assets
- Query optimization
- Operation of data feeds to and from external systems
- ETL scripting and administration in current environment of Tivoli, DataStage, and Hadoop/Spark
- Design and support for high availability and low latency big data analytics
- Data assurance, data backup, and disaster recovery support
- System and dataset documentation
- Business Intelligence, data analysis and reporting

5.5.2 Work Category - Database Management and Administration Support Services:

- Support for enterprise relational database management platforms, such as
    - Oracle
        - 12c
        - RAC
        - Goldengate and DataGuard
        - RMAN
    - SQL Server 2014
    - MariaDb and MySQL
    - Sybase
    - Amazon Relational Database Services
        - PostgreSQL
- Review of data modeling and database design
- Design and support for high availability systems
- After hours support for production and priority systems
- Data assurance, data backup, and disaster recovery support
- System and dataset documentation

5.6 IT Governance Services Channel

IT Governance Work Service Channel Work Categories include, but are not limited to, the following:

5.6.1 Work Category - IT Strategic Planning Support Services

5.6.2 Work Category - Enterprise Architecture Support Services:

- Architectural framework support services
    - Developing and maintaining the IT strategy & roadmap, to include:

        - Identify gaps in the agency's ability to fulfill current business needs and propose ways to bridge the short comings using innovative solution
- Emerging technologies support services
- Solutions architecture support services
    - Enabling architecture assessment both early in and continuously throughout the planning and system development life cycles to include:
        - Identify overlap of functionality across SEC developed systems, COTS and other products and formulate strategies to maximize the utilizations
        - Develop commonly used design patterns at the agency, and evaluate their pros and cons and recommend alternatives
- Technical standards support services
    - Improving the EA role in SEC processes and methodologies
    - Managing EA program operations

5.6.3 Work Category - IT Policy Management Support Services

5.6.4 Work Category - IT Program and Project Management Support Services

5.6.5 Work Category - IT Business Process Improvement (BPI) Support Services

5.6.6 Work Category - IT Lifecycle Management Support Services:

- Configuration management
- Release management
- Change management
- System development life cycle (SDLC) management

5.6.7 Work Category - Quality Assurance and Testing Support Services including Independent Verification and Validation Services

5.7 Technology Business Management Services Channel

Technology Business Management Service Channel Work Categories include, but are not limited to, the following:

5.7.1 Work Category - IT Capital Planning and Portfolio Management Support Services

5.7.2 Work Category - Budget Planning and Execution Support Services

5.7.3 Work Category - IT Acquisition Support Services

5.7.4 Work Category - IT Asset Management Support Services

5.7.5 Work Category - Administrative Support Services

SECTION D - Packaging and Marking

2001.00 PRESERVATION, PACKAGING, PACKING, AND MARKING (23-MAR-09)

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

2002.00 MARKING (23-MAR-09)

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

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

3001.01 INSPECTION AND ACCEPTANCE BY THE COR (19-AUG-13)

Inspection and Acceptance of supplies and/or services to be furnished under this contract will be performed by the Contracting Officer's Representative (COR) - Provided at time of award. Inspection and Acceptance will be performed at the Securities and Exchange Commission, Station Place - Headquarters; 100 F Street NE; Washington, D.C. 20549. Specific requirements will be provided at the task order level.

SECTION F - Deliveries or Performance

52.242-15 STOP-WORK ORDER. (AUG 1989)

4001.00 PERIOD OF PERFORMANCE - W/OPTION PERIODS (23-MAR-09)

The base period of performance under this contract shall be from [specified at the task order level]. This contract has [specified at the task order level] options. At the end of the base year, if exercised, the first option will begin. If all options are exercised, the period of performance will not exceed a total of [specified at the task order level]. If exercised, the period of performance for each successive option will begin the day after expiration of the previous period. Exercise of any option requires a contract modification signed by the SEC Contracting Officer.

4001.00 A01 PERIOD OF PERFORMANCE W/O OPTION PERIODS (23-MAR-09)

The period of performance for CLINS [specified at the task order level] through [specified at the task order level], [specified at the task order level] to [specified at the task order level].

4003.00 PLACE OF DELIVERY - FOB DESTINATION (13-JUN-13)

The deliverables to be furnished under this contract shall be delivered to the following address:

U.S. Securities and Exchange Commission

Attn: [specified at the task order level]

Phone Number: [specified at the task order level]

E-mail: [specified at the task order level]

4003.01 SCHEDULE OF DELIVERABLES (9-FEB-12)

The specific list of deliverables will be specified at the Task Order level in the Performance Work Statement or Statement of Work. At a minimum, the deliverables shall include:

- Task Order Kick Off Meeting
- Project Plan and Schedule
- Monthly Project Status Report
- Informal Project Status update (as needed)

· Transition Plan

4004.00 DOCUMENTING, INSPECTING, AND ACCEPTING DELIVERABLES (3-JUN-11) - TASK ORDER LEVEL

The contractor shall submit all deliverables requiring a transmittal sheet with either the attached Deliverable Transmittal sheet or an alternative transmittal sheet that contains substantially the same information.

IDIQ CONTRACT ORDERING PERIOD

The base ordering period of this Multiple-Award IDIQ Contract will be from date of award through 21 October 2023 with one five-year option period.

After the IDIQ Contract ordering period expires, the IDIQ Contract will remain an active Contract until the final Task Order performance is completed and shall govern the terms and conditions with respect to active Task Orders to the same extent as if they were completed during the IDIQ Contract ordering period.

TASK ORDER OPTION PERIODS

Options on Task Orders may be exercised beyond the end of the IDIQ ordering period.

In accordance with FAR 52.216-22, the Contract shall govern the Contractor's and Government's rights and obligations with respect to any order issued during the effective period of the Contract, including option periods that may be exercised after the Contract's ordering period has expired.

TASK ORDER TRANSITION PLANS

At the end of the Task Order period of performance, the incumbent Contractor shall transition activities to the incoming Contractor or to the sustainment Contractor with minimal disruption of services to the Government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The Contractor shall submit a written transition plan unless designated otherwise by the Contracting Officer.

The Contractor shall identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition from the Contract and/or the Task Order start date to full operational or end status by the Contractor. The Contractor shall also identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition-out for the follow-on Contractor. The Contractor shall provide a transition plan subject to Government approval. The Contractor shall provide transition information and briefings to the COR prior to expiration dates. Task Orders issued under the IDIQ contact may include transitions in/out requirements.

PLACE OF PERFORMANCE

The services to be provided under the IDIQ contract shall be accomplished at the locations

identified in the Task Orders. The place of performance will be specified in each individual Task Order.

The work to be performed under this IDIQ will be performed primarily at the SEC Headquarters location or at the contractor's facility:

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

If required, performance may be at any of the regional offices. 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- 1961 Stout Street, Suite 1700, Denver, CO 80294
- Fort Worth Regional Office- Burnett Plaza, Suite 1900, 801 Cherry Street, Unit 18, Fort Worth, TX 760102
- Los Angeles Regional Office- 444 South Flower Street, Suite 900, Los Angeles, CA 90071
- Miami Regional Office- 801 Brickell Avenue, Suite 1800, Miami, FL 33131
- New York Regional Office- 200 Vesey Street, Suite 400, New York, NY 10281
- Philadelphia Regional Office- 1617 JFK Boulevard, Suite 520, Philadelphia, P A 19103
- Salt Lake Regional Office- 351 S. West Temple St, Suite 6.100, Salt Lake City, UT 84101
- San Francisco Regional Office- 44 Montgomery Street, Suite 2800, San Francisco, CA 94104
- SEC Data Centers (Locations will be disclosed after award, as needed)

Work may be performed at the Contractor's facilities when identified by the Task Order, or in situations such 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 (CO), 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.

STATUS REPORT - TASK ORDER

The Contractor shall submit a monthly status report, via email, of all work performed under this contract by the 15th of each month. The progress report may contain but is not limited to the following information as
applicable and further defined at the Task Order level:

(a) Summary of progress during the reporting period (include any significant technical information).
(b) Unanticipated technical or management problems of significance.
(c) Problems anticipated in future reporting periods.
(d) Summary of important meetings, briefings, trips and conferences during the period of the report and those planned for the following period.
(g) Labor hours utilized versus labor hours planned per task; this information shall be reported both (1) for the reporting period being and (2) for the entire contract (cumulative) through the most recent reporting
period.
(h) Total cost (by cost element) versus budgeted task. The breakdown shall represent the period being reported on as well as the entire contract (cumulative) through the most recent reporting period.
(i) Statement that the contract can or cannot be completed within the total estimated cost.
(j) Statement of projection (budget) for the next reporting period.

All reports and correspondence, except as otherwise specified, shall be directed to the SEC points of contact identified in the task order.

IDIQ DELIVERABLES

The Government does not waive its right to request deliverables under the IDIQ Contract, even if such requirements are not specifically listed in this table.

Deliverable Table	Frequency	Deliver To
Subcontracting Reporting	By the 30th calendar day after each contract year	Contracting Officer and eSRS if large business
Data Calls	As Required	As Requested

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 Administration Data

5001.00 CONTRACT ADMINISTRATION (2-DEC-11)

This contract will be administered by the SEC's Office of Acquisitions. All inquiries should be directed to the following address:

Securities and Exchange Commission

Office of Acquisitions

Attn: Anke Taylor, Contracting Officer; Melody Bryant, Contract Specialist; Tucker Smith, Contract Specialist

Email: ONEOIT@sec.gov

100 F Street, NE

Washington, DC 20549

5001.02 CONTRACT ADMINISTRATION - SEVERABLE SERVICES (30-AUG-13)

The services for the contract are considered severable services. Severable services are assigned to contractor personnel (CP) at time of award and need only information provided by SEC employees to complete the daily work. The Contracting Officer's Representative (COR) will review deliverables within the time frames indicated in SEC clause 4003.01 - Schedule of Deliverables.

5001.03 CONTRACT ADMINISTRATION - NON-SEVERABLE SERVICES (30-AUG-13)

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.

5003.00 SUBMISSION OF INVOICES (30-APR-12)

The Securities and Exchange Commission accepts only electronic/e-mail invoices.

Invoices shall be submitted on a [provided at task order level] 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.

5003.01 INVOICE SCHEDULING (23-MAR-09)

The contractor shall invoice according to the following schedule.

CLINs[provided at the task order level] through [provided at the task order level], at the conclusion of the invoicing period.

5003.02 SOFTWARE LICENSE MAINTENANCE AND SUBSCRIPTION SERVICE INVOICING (23-MAR-09)

It is customary commercial practice to pay for software licenses maintenance at the beginning of the contract period of performance, after submittal of a proper invoice. CLINS [identified in the individual Task Order] through [identified in the individual Task Order] may be invoiced at the beginning of the month of service.

5003.03 OPTIONAL PERIOD INVOICING (23-MAR-09)

Option periods may be paid only after (1) an option modification has been issued by the Contracting Officer; and (2) the Government's receipt of a proper invoice from the Contractor. An invoice received by the Government prior to issuance of an option modification will be rejected as an improper invoice.

5003.04 PERFORMANCE BASED PAYMENT SCHEDULE INVOICING (12-JUL-13)

The contractor shall invoice according to the Performance Based Payment Schedule in the task order.

5004.00 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (14-NOV-12)

a. [Provided at time of award], is hereby designated the Securities and Exchange Commission COR for administration and information relating to this contract. [Provided at time of award] is 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.

5005.00 CONTRACT OPTIONS (23-MAR-09)

(a) Award of an initial contract will not obligate the Government to exercise any contractual option. Prior to exercising any option, the Government will make a determination that (1) funds are available, (2) the requirement covered by the option fulfills an existing need of the Government, and (3) the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered.

(b) Failure to exercise an option shall not obligate the Government to pay any charges other than the contract price including exercised options.

5007.00 PAYMENT INFORMATION (7-MAR-18)

Unless otherwise stated, 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.

FAIR OPPORTUNITY

Contracting Officers will follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2).

SMALL BUSINESS RECERTIFICATION

For the purpose of this Contract, small businesses will be required to recertify their small business size status 90 days prior to the end of the fifth year of the Contract and prior to exercising the option. If the option is exercised, the Government will move small business contractors to the unrestricted pool if they can no longer re-certify as a small business. A change in the size status does not change the terms and conditions of the contract except as provided. A small business contractor that moved to the unrestricted pool will be required to meet all then-current terms and conditions of the unrestricted pool, such as the requirement for a Small Business Subcontracting Plan, prior to receiving a Task Order in the unrestricted pool.

PROCESS TO ADD LABOR CATEGORIES TO THE BASIC IDIQ

The Government reserves the right to add new labor categories to the Contract when determined to be in the best interest of the Government. As the information technology market evolves, the Government encourages the Contractor to recommend new labor categories that they believe should be added to the list. With any new labor category, the Government requests a justification narrative be included to provide rationale for adding the new category. If approved, the newly adopted labor category will be added to the list of labor categories and each contract holder will be afforded the opportunity to submit and negotiate labor hour pricing. For those Contractors who establish pricing with the Contracting Officer, a contract modification will be executed to add the new labor category and rate.

ORDERING PROCESS

1. It is anticipated that Task Orders will be set-aside 100% for the Small Business Pool, unless adequate justification can be demonstrated for an unrestricted acquisition; consistent with Federal Procurement Policy. Set-aside decisions will be made in accordance with FAR 16.505(b)(2)(i)(F).

2. The ordering procedures described in FAR 16.505(b), Orders under multiple-award contracts, will be followed.

TASK ORDER CLOSEOUT

The Contracting Officer is responsible for closing out individual Task Orders under the Contract. The Contractor agrees to cooperate with the Contracting Officer to close out Orders as soon as practical after expiration, cancellation or termination of each Task Order. Task Order closeout will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services.

SECTION H - Special Contract Requirements

6001.00 SEC NON-DISCLOSURE REQUIREMENTS AND AGREEMENTS (FEB-18)

Required non-disclosure agreements are attached and must be completed and returned to the Contracting Officer before starting work under this contract. Note: Electronic and digital signatures are prohibited.

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 1) 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 2) 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.

(End of clause)

6001.01 RESTRICTIONS ON USE, DISCLOSURE, AND DUPLICATION OF CONFIDENTIAL AND NON-PUBLIC INFORMATION (2-NOV-10)

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.

(End of clause)

6002.00 TYPE OF CONTRACT (23-MAR-09)

This is a multiple award IDIQ Contract for OneIT, 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), Time-and-Material and/or Labor-Hours basis.

6003.00 REPRESENTATIONS AND CERTIFICATIONS (23-MAR-09)

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference.

6004.00 APPROVAL OF SUBCONTRACTS (JULY 2019)

The Contractor shall not enter into a contractual agreement with any party to furnish any of the work or services under this contract/agreement 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.

6005.00 OTHER DIRECT COSTS (30-AUG-11)

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.

6006.00 CONFLICTS OF INTEREST (FEB 2019)

(a) General

Subpart 9.5 of the Federal Acquisition Regulation (FAR) 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 SEC Instruction (SECI) 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:

(1) A Contractor's participation as a offeror, or representative of a offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications;

(2) A Contractor providing advisory assistance to the Government for a procurement in which the Contractor, or a firm which the Contractor represents, is an actual or potential offeror; and

(3) A Contractor's participation as a offeror, or representative of a offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offers as a result of the Contractor's work on prior contracts.

(c) Definition

For the purposes of this SECI, 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 offers, contracts, or subcontracts (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this contract.

(2) To execute, prior to beginning work on a contract, such Confidentiality Agreements, Non-Disclosure Agreements, or other documents which the Contracting Officer may, in their 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 contract or subsequent to Contractor's completion of work under such contract.

(5) Prior to the acceptance of a contract, 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 required under the contract.

(6) To immediately notify the Contracting Officer of any conflict of interest discovered during the Contractor's performance of work pursuant to a Government contract; provided that the Contracting Officer shall have the right to impose such restrictions as they deem 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 contract 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 procurement 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 order guarantee.

(8) That in the event that the 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 SEC Instruction, 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.

6007.00 COMPLIANCE WITH REGULATIONS (23-MAR-09)

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.

6009.05 ONBOARDING CONTRACT EMPLOYEES (1-JUL-13)

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.

6010.00 PERSONNEL (23-MAR-09)

The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract. See 6010.04. The Program Manager shall be an employee of the Prime Contractor. 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.

6010.01 KEY PERSONNEL (JUL 2019)

Key personnel is/are essential to the successful performance of work under this contract. Key personnel shall be available as necessary to efficiently manage the work of the contract and shall

be available on the effective date of award.

The designated point of contact for this award is Senior IDIQ Point of Contact..

6010.02 CONTRACT SUBSTITUTION OF KEY PERSONNEL (23-MAR-09)

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.

6010.03 POINT OF CONTACT (14-MAR-12)

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 and be very experienced in the function and use of the software being implemented. This person shall be located on-site during normal business hours until the system is accepted. Should the person be unavailable when scheduled to be on-site, the Contractor shall notify the Contracting Officer's Representative (COR) of the name of the designated replacement. The POC or designatee 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.

6010.04 CONTRACTOR RESPONSIBILITIES / STANDARDS OF CONDUCT (25-JUL-13)

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.

6010.05 CONTRACTOR TIME KEEPING (1-MAY-13)

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.

6010.06 WORK HOURS (6-AUG-14)

The core work hours at SEC Headquarters and Regional Offices are Monday - Friday, 10:00 a.m. to 3:00 p.m., in the office's respective time zone. The Contractor is responsible for conducting business during the core hours, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the aforementioned reasons.

The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of this contract. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

All contractor personnel assigned to this contract may occupy SEC workspace during hours that are established by the Contracting Officer's Representative and the Contracting Officer and Government personnel will be on-site to oversee contractor personnel.

6010.07 TELEWORK (6-AUG-14)

Telecommuting may be requested and approved on a case-by-case basis in writing by the Contracting Officer's Representative or Contracting Officer. The Program Manager will submit all requests for telework to the COR for review. The request will include all information necessary to make a determination. If telework is approved, the contractor must provide a status report documenting the services performed during the teleworking hours.

6010.08 ALTERNATE WORK SCHEDULES (6-AUG-14)

Alternate Work Schedules (AWS) may be requested and approved on a case-by-case basis and in writing by the Contracting Officer's Representative or Contracting Officer, except for contracts subject to the Service Contract Act of 1965 and the Fair Labor Standards Act. The Program Manager will submit all requests for AWS to the COR for review. AWS may be ended at any time at the SEC's sole discretion without any contractual rights being implicated and without affecting cost or performance.

6010.09 EXTENDED HOURS/OVERTIME (6-AUG-14)

Contractor personnel assigned under this contract may be required to work additional hours during specific periods of time. The Program Manager will obtain pre- approval by the

Contracting Officer's Representative or Contracting Officer in writing prior to the contractor personnel working any additional hours. All additional hours worked will be paid at the same rate agreed to in the contract unless otherwise determined by the Department of Labor in accordance with the Service Contract Act.

6011.00 STATUS OF PROPOSAL AWARDED CONTRACTS (23-MAR-09)

Unless otherwise directed by the Contracting Officer, at her/his sole discretion, some or all of the successful Offeror's technical and price proposal may be a part of the contract resulting from this solicitation. The technical and price proposal will be given precedence in the following order:

(a) The Schedule.

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(f) The proposal.

6012.00 SECURITY AND PRIVACY ACT MATTERS (23-MAR-09)

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.

6012.01 COMPLIANCE WITH SECURITY REGULATIONS, POLICIES, AND PROCEDURES (14-MAR-12)

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).

6012.02 SEC 508 REQUIREMENTS (FEB-18)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the Information and Communication Technology Accessibility Provisions set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in FAR 39.203(a). The complete text of Section 508 Final Provisions can be accessed at Section 508 Law.

All ICT products must comply with the following requirements. Descriptions of the requirements are viewable at the link Section 508 Standards.

Offerors that fail to demonstrate compliance with the above requirements, may be eliminated from further consideration for award.

The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility requirements at 36 CFR 1194 using a Voluntary Product Accessibility Template (VPAT 2.0). Further, the quote must indicate where full details of compliance can be found (e.g., vendor's website or other exact location). The offeror further represents that all ICT products and services that are less than fully compliant have been reviewed and plans to correct are in place.

Respondents to this solicitation must provide any additional detailed information necessary for determining applicable Section 508 standards conformance. If a vendor claims its products and/or services, including ICT deliverables such as electronic documents, web content or electronic reports, meet applicable Section 508 standards, and it is later determined by the Government - i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility, remediation of the products and/or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

6012.02 *A.01 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) (23-MAR-09)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies or services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR Part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

6012.04 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (16-MAY-11)

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.

(End of Clause)

6012.05 PERSONALLY IDENTIFIABLE INFORMATION (PII) IN CONTRACTS TO DESIGN, DEVELOP, OPERATE, OR MAINTAIN A SYSTEM OF RECORDS (JUNE 2019)

A Contractor that designs, develops, operates or maintains a system of records on behalf of the agency to accomplish an agency function or otherwise maintains 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 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 PII and reporting suspected or confirmed compromise of PII.

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 2 or the latest revision, and SEC policies developed to safeguard the confidentially, 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 across public networks (i.e., the Internet) by the Contractor, or its employees, agents or subcontractors, are protected using secure communications, including the use of Transport Layer Security (TLS) protocol and the Advanced Encryption Standard (AES) 256 bit encryption algorithm.

c) The Contractor shall make its privacy policies and procedures that describe administrative, physical, and technical safeguards to protect PII available for review by the SEC Office of Information Security within 10 business days of request.

d) 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.

e) The Contractor's employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of PII. Notification must be made to the SEC of a breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor becomes aware of it by contacting the SEC Service Desk at (202)551-4357. The Contractor shall act in accordance with its policies and procedures in the event of any suspected loss of PII and shall support the SEC's investigation and resolution of reported incidents as requested by the SEC. For purposes of this Instruction, 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.

f) Return or Destruction of PII. At any time during the term of this contract at the SEC's written request or upon the termination or expiration of this contract for any reason, unless otherwise required by law to be retained, the Contractor shall, and shall instruct all authorized personnel to, promptly return to the SEC all copies, whether in written, electronic or other form or media, of PII in its possession or the possession of such authorized personnel, or securely dispose of all such copies, and certify in writing to the SEC that such PII has been returned to SEC or disposed of securely. The destruction of PII shall be performed according to NIST approved methods.

6013.00 COMMON SECURITY CONFIGURATIONS (23-MAR-09)

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.

6013.01 FEDERAL REQUIREMENTS, SECURITY, AND ACCESSIBILITY FOR INFORMATION SYSTEMS (8-JUL-15)

Information Systems Authorization to Operate (ATO): Information systems containing SEC data or operated on behalf of the SEC are required to have an authorization to operate, based on National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-37, Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach. The security assessment entails a review of minimum security controls, documented in NIST SP 800-53, Revision 4 (and subsequent revisions as finalized by NIST); documentation of a system security plan, based on NIST SP 800-18; and remediation of weaknesses that are documented in a plan of action and milestone (POA&M) document, as required by Office of Management and Budget (OMB) Memorandum 02-01. The ATO will also have to cover any alternate processing facilities or a subcontractor handling SEC information or operating systems on behalf of the SEC. Additional Federal governance includes but is not limited to the following:

-Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) for system accessibility requirements

-Office of Management and Budget (OMB) Circular A-11, Revised, "Preparation, Submission and Execution of the Budget" (July 2003)

-OMB Circular A-130, Revised, "Management of Federal Information Resources" (November 2000)

-OMB Federal Enterprise Architecture Program Management Office (FEAPMO) Reference Models and Circular A-11 Guidance. www.feapmo.gov.

-Privacy Act of 1974, Public Law 93-579 (5 U.S.C. 552a), as amended

-The E-Government Act of 2002, Public Law 107-347

-OMB Memorandum M-15-01, Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices, October 3, 2014 (and subsequent updates by OMB)

-OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E- Government Act of 2002, September 30, 2003

-OMB Federal Risk and Authorization Management Program (FedRAMP) Policy Memo, December 8, 2011

-Federal Information Processing Standard (FIPS) Publication (PUB) 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006

-FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems, March 2006

-FIPS PUB 197, Advanced Encryption Standard, November 2001

-FIPS PUB 140-2, Security Requirements for Cryptographic Modules

National Institute for Standards and Technology (NIST), Special Publication (SP) 800-122, Guide for Protecting the Confidentiality of Personally Identifiable Information (PII), April 2010

-NIST SP 800-37, Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, February 2010

-NIST SP 800-115, Technical Guide to Information Security Testing and Assessment Sept 2008

-NIST SP 800-100, Information Security Handbook: A Guide for Managers, Oct 2006

-NIST SP 800-95, Guide to Secure Web Services, Aug 2007

-NIST SP 800-92, Guide to Computer Security Log Management, Sep 2006

-NIST SP 800-88, Revision 1, Guidelines for Media Sanitization, December 2014

-NIST SP 800-61 Rev. 2, Computer Security Incident Handling Guide, August 2012

-NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013

-NIST SP 800-53A, Revision 4, Guide for Assessing the Security Controls in Federal Information Systems, December 2014

-NIST SP 800-44 Version 2, Guidelines on Securing Public Web Servers, Sep 2007

-NIST SP 800-30, Revision 1, Guide for Conducting Risk Assessments, September 2012

-NIST SP 800-34, Revision 1, Contingency Planning Guide for Federal Information Systems, May 2010

-NIST SP 800-18, Revision 1, Guide for Developing Security Plans for Federal Information Systems, February 2006

-NIST SP 800-70, Revision 2, National Checklist Program for IT Products: Guidelines for Checklist Users and Developers, February 2011

-NIST SP 800-137, Information Security Continuous Monitoring for Federal Information Systems and Organizations, September 2011

Cloud-Based Assessment: Any cloud-based components shall be assessed in accordance with FedRAMP and must have already received a provisional authorization from either the Joint Authorization Board or another U.S. Federal Executive Branch Agency. Additional Federal requirements for cloud computing are documented in NIST SPs 800-144, 800-145 and 800-146.

Security Issue Review: The Contractor shall remediate problems identified during any security testing activities. All significant issues (typically those rated as HIGH and often those rated as MEDIUM) should be resolved before the system is allowed to go into production and handle SEC information. The Contractor shall resolve as many security audit-related Plan of Action and Milestones (POA&M) items as possible and within a reasonable timeframe, based on risk guidance from the designated authorizing official. The Contractor shall document the resolution and provide supporting evidence of changes. The Contractor shall schedule a conference meeting with the Contracting Officer's Representative (COR), OIT Security Group staff, and relevant SEC staff to review the state of the POA&M resolutions. The Contractor shall provide the SEC with the number and description of resolved POA&M items identified in the security review along with supporting evidence. SEC's OIT Security Group may choose to perform additional technical testing to validate resolution.

Security Assessment: OIT Security Team performs Security Assessment and Authorization (SA&A) for a product to be deployed. This process is designed to allow the SEC to identify any risks associated with the system and either mitigate them or formally accept any residual risk. This requirement is based on the NIST SP 800 series of documents and includes:

-Enumeration - activity aimed at identifying devices and components and cross-referencing with provided inventory lists;

-Vulnerability Scanning - performs network-based vulnerability assessment of customer's servers, workstations, and any other network device or appliance in scope. The assessment will identify vulnerabilities associated with network services, operating systems, and devices that are un-patched or have out-of-date software security patches;

-Penetration Testing - attempts to exploit weaknesses identified from vulnerability scanning to verify legitimate findings, eliminate false-positives, and determine the extent of the vulnerability and potential remediation steps that may be taken; and

-Functional Testing - Perform specific tests, examinations, and inspections against NIST SP 800-53 controls not tested by the other activities.

The Contractor shall provide the Security Team with: (1) a system demonstration; (2) test user IDs; (3) Access to the system; and (4) System Security Plan (SSP) (5) additional documents as required under the NIST SP 800 series to support Security Assessment & Authorization activities. The Contractor shall provide ongoing support to update the required SA&A documentation. The OIT Security Team provides the test reports. Any cloud-based components will have to be assessed in accordance with FedRAMP and must have already received a provisional authorization from either the Joint Authorization Board or another U.S. Federal Executive Branch Agency. Additional Federal requirements for cloud computing are documented in NIST SPs 800-144, 800-145 and 800-146.

Documentation Updates: The Contractor shall maintain and update system specifications and/or documentation, including system inventory, to reflect changes made during maintenance or update. The Contractor shall maintain system documentation to reflect the configuration of software releases and commercial off-the shelf (COTS) products. The Contractor shall maintain documents and specifications in compliance with standards for formatting and content and produce standardized documentation, i.e., User Guides, Requirements Documents, On-line Help, Standard Operating Procedures (SOP), system specifications, audit documentation practices and procedures, and other documentation. The documentation shall be available to the COR for review and inspections throughout the system development life cycle (SDLC); updates shall be submitted to the COR for review and approval.

System Development Plan (SDP): The Contractor shall develop, maintain, and execute an SDP which shall include the policies, procedures, standards, instructions, forms, and/or checklists needed to analyze, design, implement, test, and deploy the required application systems. In the SDP, the Contractor shall explain how the Contractor's corporate system development standards and practices will be applied and discuss its development methodology in detail. The SDP shall also describe the development methodology used by the Contractor. The SDP will be benchmarked against NIST SP 800-64, Revision 2, Security Considerations in the System Development Life Cycle, October 2008 and NIST SP 800-160, Systems Security Engineering: An Integrated Approach to Building Trustworthy Resilient Systems (after becoming final).

Disaster Recovery: Contractor shall create and implement policies, processes and procedures to address the information system security requirements needed for disaster recovery in the event of a disruption of the information service(s) provided. This includes regular review and test of a disaster recovery plan(s) related to recovering the information service(s) provided. Results of all disaster recovery plan tests, exercises or actual events, including but not limited to after-action reports, lessons learned and plan updates will be made available to SEC for review within ten (10) working days of a request by SEC. Furthermore, SEC will be provided a point of contact for disaster recovery planning and exercise for the information service(s) provided. Contractor shall invite participation from the SEC during tests to ensure SEC is able to access the system(s) and service(s) provided.

Approval of Subcontracts: The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. Therefore, the Contractor shall obtain the Contracting Officer's approval of all subcontractors and provide copies of subcontracts for any work required by this contract. Subcontractors shall be bound by the same information protection requirements, because they handle the SEC's data. Like the Contractor, the Subcontractor's environment will have to undergo security assessment and authorization, including a facility only used for disaster recovery or alternate processing.

Common Security Configurations: 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, Revision 2, National Checklist Program for IT Products: Guidelines for Checklist Users and Developers, February 2011, is located at http://csrc.nist.gov/publications/nistpubs/800-70-rev2/SP800-70-rev2.pdf.

Non-public Information and Personally Identifiable Information (PII): The Contractor shall have established policies and procedures in place to safeguard any non-public information, including Personally Identifiable Information (PII) and Information in Identifiable Form (IIF) collected on behalf of the SEC. The policies and procedures shall provide the Contractor's processes for identifying, assessing and mitigating privacy risks associated with PII and IIF. The policies and procedures shall also cover training of employees on their roles and responsibilities for safeguarding PII and IIF collected on behalf of the SEC and incident management of suspected or confirmed loss of PII and/or IIF collected on behalf of the SEC in accordance with OMB's Memorandum 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. The Contractor shall provide a copy of its privacy policies to the Contracting Officer for review and comment by SEC's OIT Security Group. 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. The Contractor shall ensure that those individuals adhere to the Contractor's policies and procedures relating to PII, IIF and to Federal requirements and SEC-prescribed policies and procedures for the safe handling of PII and IIF collected on behalf of the SEC, including privacy and security training requirements and privacy incident management. Data stored on portable media shall be encrypted using technology compliant with Federal Information Processing Standard 140-2, using NIST validated products.

The Contractor's employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of non-public information, including PII collected on behalf of the SEC, that could potentially affect the privacy rights of individuals or which violates any federal law, regulation, mandate or requirement as defined in NIST SP 800-122 by contacting the SEC Information Systems Security point of contact and the SEC Incident Response Team at *CSIRC@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.

Security Requirements for Transmitting Non-public Information, Including PII. Contractors, subcontractors, and SEC inter/intra agency partners handling electronic non-public information, including personally identifiable information (PII) or information in identifiable form (IIF) on behalf of the SEC will be required to meet the following defined Federal requirements when transmitting such data across public networks (i.e., the Internet), storing such data on portable media or transporting data for backup & recovery purposes.

Contractors shall ensure that all processes, procedures and equipment associated with non-public information, including PII or IIF, collected on behalf of the SEC comply with all laws, regulations, and security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 2 as well as U.S. government and SEC policies developed to safeguard the confidentially, integrity and availability of data collected on behalf of

the SEC that may contain non-public information, including PII or IIF. 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 (validated); 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 (validated).

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. SEC reserves the right to verify stated compliance.

Analysis and Evaluation: The Contractor shall fully cooperate with any risk analysis or other evaluation of the Program conducted by the SEC or its representatives, including any evaluation of the Program under the SEC's SA&A Program. Such cooperation shall include, but is not limited to, undergoing an independent audit or risk analysis by the SEC or by a third-party organization approved by the SEC, with such audits to occur not less than once every three (3) years or when there is a significant change to the system. Such evaluations, risk analyses, or audits shall include security tests on the Contractor's devices and the review of the Contractor's own policies, procedures, security scans, tests, or reviews, which the Contractor agrees to provide to the SEC or its representatives upon request. The Contractor will make good faith efforts to remediate any vulnerabilities, issues, or negative findings as a result of any such audit, review, or risk analysis.

Transportation and Storage: Non-digitized data (such as paper documents) containing SEC data must be transported and stored in a manner designed to prevent the unauthorized loss of a document or disclosure of the information in a document. At a minimum this will require written procedures and policies, evidence that these procedures and policies are being followed, records that contractors are being trained on those policies and procedures, along with a physical assessment by the SEC's Office of Information Technology Security of any area where the documents are stored or used.

Suitability Determination: Any person who is to have access to SEC data in any form must first receive a favorable suitability determination as prescribed in the supporting policies for Homeland Security Presidential Directive 12 (HSPD12) which requires all persons who have access to an agency's data or facilities to receive, at a minimum, a background investigation at the level of NACI.

Security Training: Any individual who is to have access to SEC data in any form must complete mandatory data security training within 30 days after being granted access to that data, and annually thereafter.

Unauthorized Access Protection: Devices that may contain digitized copies of SEC data - such as photocopy machines, scanners, and faxes - must be protected against unauthorized access both physical or via computer network or wireless connection and the devices may not be returned, sold, or otherwise disposed of until they have first been scrubbed of SEC data in a manner approved by SEC's Office of Information Technology Security or physically destroyed. Duplication of SEC data that is not directly related to SEC assignments through the use of photocopies, scanning, photography, or Web-cameras, is prohibited.

Destruction: Material or devices containing SEC data can only be destroyed using an SEC-approved process, which may require the provision of certificates of destruction to the SEC.

System Patching and Maintenance: Any information system components must be kept up to date with vendor versions, patches and security updates. No end-of-life or unsupported components may be used on systems that process or store SEC data, regardless of their location.

System Authentication: Any information system that utilizes authentication for access must conform to SEC policies on system access. For systems categorized as FIPS MODERATE, this includes supporting multi-factor authentication using PIV credentials.

6014.00 USE OF CONTRACTOR DATA AND/OR MATERIALS (23-MAR-09)

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.

6015.00 SEC ON-SITE CONTRACTORS (9-FEB-12)

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.

6016.00 SUPPLIES (2-MAY-13)

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).

6017.00 COMMUNICATING NON-PUBLIC OR SENSITIVE INFORMATION (2-MAY-13)

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 (https://web1.zixmail.net/s/login?b=sec)

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 must register a new account first at U.S. Securities and Exchange Commission Secure Email Password Authorization (https://web1.zixmail.net/s/login?b=sec) 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."

6019.00 MANDATORY TRAINING FOR CONTRACTOR PERSONNEL (20-OCT-14)

(1) Contractor employees, agents, and subcontractor personnel (collectively, "Contractor Personnel") must complete initial mandatory training, including the following:

- Protecting Nonpublic Information at the SEC for Contractors (CCCMS-All-101- PrtrNPubInC)

- Cyber Security and Privacy Awareness

- Records Management

- No Fear Act

- Any other required training listed in LEAP for each individual contractor personnel

(2) All mandatory training will be available through SEC's online learning management system, LEAP. All mandatory trainings must be completed as soon as practicable, but not later than the deadline shown on the individual Contractor Personnel's LEAP "To Do List". Contractor Personnel must complete annual refresher mandatory trainings in accordance with the SEC-wide mandatory training schedule established each year.

(3) Additional IT Security Training may be required whenever there is a significant change in the SEC information system environment or procedures or when Contractor Personnel enter a new position that requires additional role-specific training in accordance with 5 CFR 930.301(5)(d).

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

(5) The Contractor shall ensure that all Contractor Personnel assigned to perform the requirements set forth in this contract timely complete all mandatory training requirements.

6020.00 CONTRACTOR WORKFORCE INCLUSION (18-AUG-15)

The Contractor confirms its commitment to equal opportunity in employment and contracting, and that it shall ensure, to the maximum extent possible and consistent with applicable law, the fair inclusion of minorities and women in its workforce.

The Contractor shall insert the substance of this contract standard in each subcontract for services awarded for performance of this contract with a dollar value of $100,000 or more.

Within ten (10) business days of a written request from the Director of the Commission's Office of Minority and Women Inclusion (OMWI Director) or designee, or such longer time as the OMWI Director or designee determines, and without any additional consideration, action or authorization required from the OMWI Director, the Contractor shall provide documentation, satisfactory to the OMWI Director, of the actions it has undertaken (and as applicable, the actions each covered subcontractor under the contract has undertaken) to demonstrate its good faith efforts to comply with the aforementioned provisions.

For purposes of this contract, "good faith efforts" shall include actions by the Contractor (and as applicable, actions by each covered subcontractor under the Service Contract) to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting to ensure that applicant pools include minorities and women, providing job-related training, or other activity that could lead to removing such barriers.

The documentation requested by the OMWI Director or designee to demonstrate good faith efforts may include, but is not limited to, one or more of the following:

a. The total number of contractor's employees, and the number of employees by race, ethnicity, gender, and job title or EEO-1 Report job category (e.g., EEO-1 Report(s));

b. A list of covered subcontract awards for services under the contract, and for each covered subcontract award, the dollar amount, date of award, and the subcontractor's race, ethnicity, and/or gender ownership status;

c. The Contractor's plan for ensuring the fair inclusion of minorities and women in its workforce, including outreach efforts; and

d. For each covered subcontractor, the documentation specified in paragraphs a. and c. above.

Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") 12 U.S.C. 5452(c)(3), a Contractor's failure to demonstrate to the OMWI Director that it has made good faith efforts to include minorities and women in its workforce (and as applicable, failure to demonstrate that its subcontractor(s) has made such good faith efforts) may result in termination of the contract for default after the contractor is provided written notice and an opportunity to cure the failure in accordance with the procedures set forth in FAR Subpart 49.402-3(d), other contractual remedies, referral to the Office of Federal Contract Compliance Programs (OFCCP), or other appropriate action.

Compliance with this standard does not necessarily satisfy the requirements of EO 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order, or demonstrate compliance with other FAR clauses that may be included in this contract.

6021.00 RECORDS MANAGEMENT IT REQUIREMENTS (3-DEC-15)

The following is applicable to information technology services to include public and/or private cloud computing based services.

The contractor must manage Federal records in accordance with all applicable laws, regulations, and standard items. The management of records includes, but is not limited to; secure storage, retrievability, and proper disposition of all federal records including transfer of permanently valuable records to the National Archives and Records Administration (NARA) in a format and manner acceptable to NARA at the time of transfer.

The Federal Records Act, 44 U.S.C. 3101 et seq., requires all federal agencies to create and preserve records of essential functions, activities, and transactions. Other statutory and regulatory requirements that govern federal agency recordkeeping include, but are not limited to:

- Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33)

- Public Law 113-187

- National Archives and Records Administration (NARA) regulations at 36 CFR Chapter XII Subchapter B)

- SEC Regulation (SECR) 7-1

- Freedom of Information Act (5 U.S.C. 552)

- Privacy Act (5 U.S.C. 552a)

- 44 U.S.C. 3506

- 36 CFR Chapter XII, Subchapter B

- 36 CFR Part 1222

- 36 CFR Part 1228

- 36 CFR 1236 Subparts (B)(C)

- 36 CFR 1236.14(3) - Metadata Preservation

- 36 CFR 1236.20(B) - Functionalities necessary for electronic recordkeeping

- 36 CFR 1236.22 - E-mail preservation requirements

- OMB Circular A-130, par. 8a1(j) and (k) and 8a4 - Information system design, development, and implementation

The following standard items relate to Federal records and information generated during the performance of a contract:

- The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

- The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

- The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

- The Contractor shall not create or maintain any records or information containing any Government Agency records that are not specifically tied to or authorized by the contract.

- The Government Agency owns the rights to all data/records produced as part of this contract.

- The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

- The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

- No disposition of documents will be allowed without the prior written consent of the Contracting Officer and the SEC Records Liaison. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules, litigation/document preservations holds, and open FOIA cases.

6022.00 FEDRAMP SECURITY REQUIREMENTS FOR CLOUD-BASED SERVICES (JUNE 18, 2019)

FedRAMP Overview:

On December 8, 2011, the Office of Management and Budget (OMB) issued a memo titled "Security Authorization of Information Systems in Cloud Computing Environments". In the memorandum, the Federal CIO established policy for the protection of Federal information in cloud services under the Federal Risk and Authorization Management Program (FedRAMP). Under the FedRAMP policy, agencies were directed to use FedRAMP information security and privacy requirements (including security and privacy controls, and controls selected for continuous monitoring) to assess cloud based -services (other than private cloud-based services) for security authorization decisions.

Compliance Section

-FedRAMP Information Technology Systems Security & Continuous Monitoring Requirements:

In accordance with the FedRAMP Program, agencies may leverage cloud services that have been assessed and granted an authorization-to-operate (ATO) by the Joint Authorization Board (JAB) or by another Federal agency. Regardless of the authorization path, the cloud services provided to Securities and Exchange Commission (SEC) through contract [Contract/TO Number provided at time of award] must adhere to FedRAMP requirements.

If a contractor is using a third-party cloud services to fulfill the government requirements established by the contract, the contractor is responsible for ensuring that any third party cloud services have a valid authorization-to-operate (ATO) that was granted by the Joint Authorization Board (JAB) or by another Federal agency.

In accordance with Federal Information Processing Standard (FIPS) 199 guidelines, the SEC will determine the security impact level for cloud services with consideration for how such systems are used to store, transmit, and process information for the SEC.

The Contractor is responsible for meeting FedRAMP cloud computing baseline security controls and FedRAMP continuous monitoring requirements at either the low or moderate impact level as defined by FIPS 199. These documents define requirements for compliance to meet minimum Federal information security and privacy requirements for both low and moderate impact systems.

Following the security categorization determination by SEC, the Contractor shall apply the appropriate security controls baseline, as required by FedRAMP to ensure compliance to security standards. The FedRAMP baseline controls are based on NIST Special Publication 800-53, Revision 4, Recommended Security Controls for Federal Information Systems and Organizations (as amended), and also includes a set of additional controls for use within systems providing cloud services to the federal government. If a contractor is using a third-party cloud provider it will ensure the cloud provider is FedRAMP compliant and has an agency ATO or JAB ATO.

The contractor and the SEC share responsibility to ensure compliance with security requirements.

Non-FedRAMP approved cloud services (IaaS, PaaS, and SaaS) planning to provide solutions to the Federal Government must undergo the FedRAMP Assessment and Authorization process, which has established guidelines for performing security assessments for low, moderate, and high impact systems. Based on SEC mission needs, the agency may opt to perform a tailored security assessment to evaluate the risk of select cloud services. The SEC will provide a tailored assessment on a case by case basis and will provide written authorization if it chooses to go down that path.

FedRAMP requires cloud service providers to utilize a Third-Party Assessment Organization (3PAO) to perform an assessment of the cloud service provider's security controls to determine the extent to which security controls are implemented correctly, operate as intended, and produce the desired outcome with respect to meeting security requirements. If a contractor is utilizing a third-party cloud service provider and delivering a solution specifically designed for the SEC, then the SEC will work with the contractor to perform an assessment and issue an ATO. The underlying third-party infrastructure or platform must still be evaluated by a 3PAO and have an agency ATO or JAB ATO.

The FedRAMP PMO security staff will be available for consultation during the process. Both the FedRAMP PMO staff and JAB will review the results before issuing a Provisional Authorization decision. The Government reserves the right to verify the infrastructure and security test results before issuing an Authorization decision.

The Contractor shall maintain a security management continuous monitoring environment that meets or exceeds the requirements in the Reporting and Continuous Monitoring section [specified at the task order level] of this contract based upon the latest edition of FedRAMP Cloud Computing Security Requirements Baseline and FedRAMP Continuous Monitoring Requirements.

The Contractor shall generally, substantially, and in good faith follow FedRAMP guidelines and Security guidance. In situations where there are no procedural guides, the contractor shall use generally accepted industry best practices for IT security.

The SEC may choose to cancel the Contract award and terminate any outstanding orders if the contractor has its provisional authorization revoked and the deficiencies are greater than the SEC's risk tolerance thresholds.

The Contractor is advised to review the FedRAMP guidance documents to determine the level of effort that will be necessary to complete the requirements. All FedRAMP documents and templates are available at http://FedRAMP.gov.

FedRAMP Privacy Requirements:

1. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1 Privacy or Security Safeguards, the Contractor shall be responsible for the following privacy and security safeguards:

a. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government. Exception - Disclosure to a Consumer Agency for purposes of A&A verification.

b. To the extent required to carry out the FedRAMP assessment and authorization process and FedRAMP continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

Or

b. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours. The program of inspection shall include, but is not limited to:

- Authenticated and unauthenticated operating system/network vulnerability scans

- Authenticated and unauthenticated web application vulnerability scans

- Authenticated and unauthenticated database application vulnerability scans

- Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools.

c. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

2. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

3. If the Contractor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of contractor-conducted scans shall be provided, in full, to the Government.

4. The Contractor shall also comply with any additional FedRAMP privacy requirements.

5. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the contractor's IT environment being used to provide or facilitate services for the Government.

Sensitive Information Storage

Sensitive But Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorized personnel on a Need-To-Know basis. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by following NIST Special Publication 800-88, Guidelines for Media Sanitization.

The disposition of all data will be at the written direction of the COR, this may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.

Protection of Information

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The Contractor shall also protect all Government data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this contract should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

The government will retain unrestricted rights to government data. The ordering activity retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time.

The data that is processed and stored by the various applications within the network infrastructure contains financial data as well as personally identifiable information (PII). This data and PII shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor shall ensure that the facilities that house the network infrastructure are physically secure.

The data must be available to the Government upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the government.

No data shall be released by the Contractor without the consent of the Government in writing. All requests for release must be submitted in writing to the COR/CO.

Security Classification

The preparation of the deliverables in this contract will be completed at a Sensitive but Unclassified level unless otherwise specified.

Confidentiality and Nondisclosure

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the SEC that have been generated by the contractor in the performance of this contract, are the property of the U.S. Government and must be submitted to the COR at the conclusion of the contract. The U.S. Government has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR Clause 52.227-14 Rights in Data - General.

All documents produced for this project are the property of the U.S. Government and cannot be reproduced, or retained by the Contractor. All appropriate project documentation will be given to the SEC during and at the end of this contract. The Contractor shall not release any information without the written consent of the Contracting Officer.

Personnel working on any of the described tasks will, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

Disclosure of Information

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its

subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees. Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §§ 1030 - Fraud and Related Activity in Connection with Computers.

Required FedRAMP Policies and Regulations:

OMB Memo Security Authorization of Information Systems in Cloud Computing Environments

Assessment of the System:

1. The contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at http://FedRAMP.gov:

- Privacy Impact Assessment (PIA)

- FedRAMP Test Procedures and Results

- Security Assessment Report (SAR)

- System Security Plan (SSP)

- IT System Contingency Plan (CP)

- Test Results Plan of Action and Milestones (POA&M)

- Continuous Monitoring Plan (CMP)

- FedRAMP Control Tailoring Workbook

- Control Implementation Summary Table

- Results of Penetration Testing

- Software Code Review

- Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

2. Information systems must be assessed by an accredited 3PAO whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. This requirement is applicable cloud services

3. The Government reserves the right to perform Penetration Testing. If the Government exercises this right, the contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems , web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

4. Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the contractor's implementation as documented in the Security Assessment Report shall be tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

5. The contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 30 days from the date vulnerabilities are formally identified.

Authorization of System:

The contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. The Government reserves the right to conduct on-site inspections. The contractor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.

Reporting and Continuous Monitoring:

The requirements in this section are applicable to Infrastructure

Maintenance of the FedRAMP Provisional Authorization will be through continuous monitoring and periodic audit of the operational controls within a contractor's system, environment, and processes to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to the FedRAMP PMO as required by FedRAMP Requirements. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. The deliverables will allow the FedRAMP JAB/Agency ATO point of contact to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur. Contractors will be required to

provide updated deliverables and automated data feeds as defined in the FedRAMP Continuous Monitoring Plan.

Additional Stipulations:

1. The FedRAMP deliverables shall be labeled "CONTROLLED UNCLASSIFIED INFORMATION" (CUI) or contractor selected designation per document sensitivity. External transmission/dissemination of FOUO and CUI to or from a Government computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, "Security requirements for Cryptographic Modules."

2. Federal Desktop Core Configuration & US Government Configuration Baseline: The contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) and US Government Configuration Baseline (USGCB). The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC/USGCB configuration. Offerings that require installation should follow OMB memorandum 07-18. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with FDCC/USGCB Scanner capability to certify their products operate correctly with FDCC/USGCB configurations and do not alter FDCC/USGCB settings.

3. As prescribed in the Federal Acquisition Regulation (FAR) Part 24.104, if the system involves the design, development, or operation of a system of records on individuals, the contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."

4. The contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.

Data Jurisdiction/Location Requirements:

The contractor shall identify all data centers that the data at rest or data backup will reside. All data centers will be guaranteed to reside within the Continental US.

Secure Communications:

The contractor shall use only cryptographic mechanisms that comply with Federal Guidelines (e.g.FIPS 140-2)

Audit Record Retention:

The contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to capabilities such as those identified in:

-DoD STD-5015.2 V3 (ref. b), Electronic Records Management Software Applications Design Criteria Standard,

-NARA Bulletin 2008-05, July 31, 2008, Guidance concerning the use of e-mail archiving applications to store e-mail (ref. c),

-NARA Bulletin 2010-05 September 08, 2010, Guidance on Managing Records in Cloud Computing Environments (ref 8).

These provide requirements for maintaining records to retain functionality and integrity throughout the records' full lifecycle including:

-Maintenance of links between records and metadata, and

-Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

Identification, Authentication and Authorization (Organizational Users) Multi-factor Authentication:

The contractor shall support a secure, multi-factor method of remote authentication and authorization to identified Government Administrators that will allow Government designated personnel the ability to perform management duties on the system.

The contractor shall support multi-factor authentication.

Identification and Authentication (Non-Organizational Users):

The contractor shall support a secure, multi-factor method of remote authentication and authorization to identified Contractor Administrators that will allow contractor designated personnel the ability to perform management duties on the system.

Incident Reporting Timeframes:

Cloud Service Providers are required to report all computer security incidents to the United States Computer Emergency Readiness Team (US-CERT) in accordance with US-CERT "Incident Categories and Reporting Timeframes" in, Appendix J, Table J-1 of NIST SP 800-61 (as amended), Any incident that involves compromised Personally Identifiable Information (PII) must be reported to US-CERT within 1 hour of detection regardless of the incident category reporting timeframe. For further information, NIST published SP800-86 Guide to Integrating Forensic Techniques into Incident Response. SP800-86 defines in a much more precise and specific way the procedures, issues and technologies required to move an incident from the point of discovery all the way through to resolution.

Media Transport:

The contractor shall document activities associated with the transport of Federal agency information stored on digital and non-digital media and employ cryptographic mechanisms to protect the confidentiality and integrity of this information during transport outside of controlled areas. Digital media, containing Federal agency information, that is transported outside of controlled areas must be encrypted using FIPS 140-2 level 2; non-digital media including but not limited to CD-ROM, floppy disks, etc., must be secured using the same policies and procedures as paper.

Media, containing Federal agency information that is transported outside of controlled areas must ensure accountability.

Federal agency data that resides on mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards) must be encrypted at rest. All Federal agency data residing on laptop computing devices must be protected with NIST-approved encryption software.

Boundary Protection (TIC):

The contractor shall ensure that Federal information, other than unrestricted information, being transmitted from Federal government entities to external entities using cloud services is inspected by Trusted Internet Connections (TIC) processes.

The contractor shall route all external connections through a Trusted Internet Connection (TIC).

Protection of Information At Rest:

The contractor shall provide security mechanisms for handling data at rest and in transit in accordance with Federal guidelines

Security Alerts, Advisories and Directives:

The contractor shall provide a list of their personnel, identified by name and role, with system administration, monitoring, and/or security responsibilities that are to receive security alerts, advisories, and directives.

SUBCONTRACTING

While Contractors should maintain up-to-date running records concerning prime and subcontract performance and costs, they shall annually report this information by entering that data electronically into eSRS if a large business.

For large businesses, the subcontracting reports should validate the approved Subcontracting Plan submitted with their proposal. For small businesses, the subcontracting reports should validate their Small Business Participation Plan submitted with their proposal as well as validate compliance with FAR 52.219-14, Limitations on Subcontracting.

MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

Both small and other than small business Contract holders are required to immediately notify the Contracting Officer of any agreements that would result in a change in ownership, including any mergers or acquisitions. Such notifications must be made prior to deal closing. Failure to notify the Contracting Officer within 14 calendar days of signing a purchase agreement or other document effecting a change in ownership, a merger, or an acquisition that affects the size status of a Contract holder will be grounds for a termination for default.

The Anti-Assignment of Contracts Act, 41 USC § 6305, (Anti-Assignment Act) prohibits the transfer of any interest in a federal Contract to another party unless an exception applies. A Novation Agreement to recognize a successor in interest will only be executed if it is in the Government's best interest and if all of the requirements of FAR 42.1204 have been met. Contractors contemplating business transactions which may require a Novation Agreement are encouraged to contact the CO in advance to discuss the impact on the Contract and any existing Task Orders, as well as the requirements of FAR 42.1204. Contractors are also required to comply with FAR 42.1205 for any changes in their names.

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.

CONTRACTOR PERFORMANCE EVALUATION

Prior to the exercise of an option under the order or at the end of the conclusion of work under the 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 to the Government for 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.

INFORMATION SENSITIVITY

The tasks listed in this SOO 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.

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.

INTELLECTUAL PROPERTY RIGHTS

The SEC is licensing commercial items under this Contract, and the parties' intellectual property rights are governed generally by 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.

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.

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 and shall receive delivery of 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.

Any system software developed outside this contract and made available to the Commission or the Contractor for this project as restricted computer software under a licensing agreement or as a term of this contract, shall be available and delivered to the SEC or its successors, assigns, or the succeeding contractor for the continued operation at the termination or expiration of this contract on terms consistent with the terms under which it was made available.

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 to be provided. However, Contractor provided mobile phones will be approved to be configured on the SEC's Enterprise Server and AirWatch Mobile Device Manager (MDM). 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.

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.

ASSOCIATE CONTRACTORS

Performance of this effort may require the IT 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.

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 IT 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.

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.

ON/OFF RAMPING

On/Off-Ramp Overview: The Government, at its sole discretion, may exercise on-ramp and/or off-ramp provisions to maintain a pool of qualified, competitive Contractors. On-ramp and/or off-ramp events will not be conducted on a set schedule. The Government will evaluate current Contractor performance, current business needs and current market conditions on a routine basis throughout the life of the Contract to determine if and when it may be in the Government's best interest to open a Contract on-ramp and/or to conduct an off-ramp event. Previously awarded Task Orders will not be affected by an on-ramp event.

Conditions that may, but not limited to, trigger an on-ramp event:
1. Too many small businesses grow out of their small business status so that adequate competition in the restricted (small business) pool is not maintained.
2. Too few Task Order proposals are being submitted for adequate competition.
3. Submitted proposals are not yielding quality solutions.
4. The current pool of Contractors cannot satisfy new and emerging information technologies.

On-Ramp Events: In the event the Government elects to conduct a Contract on-ramp event, the Government will advertise at the Federal Business Opportunities website at least 15 days in advance of posting the formal solicitation. A solicitation for an on-ramp event will be open to all eligible potential Contractors. If the Government elects to conduct an on-ramp event for either the unrestricted or restricted (small business) pool it does not obligate the Government to perform any on-ramping for the other pool. After posting the solicitation and receiving proposals, the Government will evaluate new proposals with the intention of adding ID/IQ Contracts. These proposals shall be subject to similar evaluation procedures, documentation, and criteria (updated to reflect changes in regulatory provisions and commercial practices and certifications) as were used for the original solicitation and competition. The number of

estimated Contractors added as a result of an on-ramp event will be set forth in the onramp solicitation, but the amount of actual awards will be at the sole discretion of the Government. The award of additional ID/IQ Contracts does not increase the overall ceiling or period of performance of the original pool of Contracts. The award of additional ID/IQ Contracts as a result of on-ramping may increase the overall number of Contracts awarded.

Contractors cannot hold more than one OneIT ID/IQ Contract at any given time. A Contractor cannot be a prime on one team and a subcontractor on another team.

Conditions that may, but not limited to, trigger an off-ramp event:
1. Failure to meet small business subcontracting goals.
2. Repeated failure to meet the standards of performance, deliverables, staffing requirements, or compliances.
3. A Contractor is placed on Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
6. Loss of small business status due to a merger or acquisition. In the event of a merger or acquisition that changes a small business status to other than small business, the Contractor is immediately placed in dormant status and will be off-ramped at the next option period or, if no option periods remain, may be off-ramped through a termination for convenience.
7. Consistent failure to perform within proposed cost/price unless cost/price overrun is caused by Government change requests.
8. Consistent non-bidding on task-orders, inability to effectively compete and win task orders.
9. A Contractor reaches the ceiling of their contract.

Off-Ramp Events: During a Contract off-ramp, the Contracting Officer may elect to remove Contractor(s) from the multiple award ID/IQ Contract pool, not issuing new Task Orders to the contractor, by either declining to exercise its next option period, if any, or by terminating the Contract in accordance with the FAR.

Dormant Status: When one of the conditions above occurs, the Contractor may be placed into Dormant Status. While in Dormant Status, the Contractor shall not be eligible to propose in any subsequent Task Order solicitations. However, Contractors placed in a dormant status shall continue performance on previously awarded and active Task Orders, including the exercise of options and modifications at the Task Order level. Following being placed in a dormant status, the Contractor may be off-ramped.

If a Contractor is terminated due to non-performance (termination for default) at the Task Order level, the Contractor may be placed in a Dormant Status at the ID/IQ Contract level and subsequently off-ramped. Dormant Status is not a Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4 nor a Termination as defined in FAR Part 49. Dormant Status is a condition that applies to this ID/IQ only. Contractors may request to voluntarily enter dormant status from their pool of IT Contracts at any time during the total period of performance. However, they must continue to satisfy any obligations on the ID/IQ Contract and on previously awarded Task Orders.

Immediately following notification that a merger or acquisition has changed a Contractor's small business status to other than small business, the Contracting Officer will place the Contractor in

Dormant Status and will notify the Contractor in writing. The Contractor will be given the opportunity to respond in writing, and if the Contractor can demonstrate to the Contracting Officer's satisfaction that it still qualifies as a small business under the applicable NAICS code, the Contracting Officer will remove the Contractor from Dormant Status, allowing the Contractor to once again compete for task order awards. In all other cases, the Contracting Officer will notify the Contractor in writing at least one week in advance of placing the Contractor in dormant status. The notification will include the reason(s) the Contracting Officer believes dormant status to be warranted. The Contractor will be given an opportunity to respond in writing, and the Contracting Officer will consider any timely response from the Contractor prior to making a final decision whether to place the Contractor in dormant status. The Contractor will be notified in writing of the Contracting Officer's final decision, and if the Contactor is placed in dormant status, the notification will include the Contracting Officer's rationale. The Government may, in its sole discretion, remove a Contractor from dormant status if the Contracting Officer is satisfied that the reasons for placing the Contractor in dormant status are no longer applicable or have been resolved. A Contractor which has voluntarily entered dormant status may request, at any time, to be removed from dormant status. A final decision by the Contracting Officer to place a Contractor in dormant status may be appealed under the Disputes clause, except when the Contractor has voluntarily entered dormant status, has entered dormant status by mutual agreement, or has failed to timely respond to the Contracting Officer's initial notification.

WORK HOURS

The Contractor is not authorized for performing services on the following Federal Holidays without prior explicit approval by the Contracting Officer or an authorized representative.

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

KEY PERSONNEL

At the Task Order level, the Contractor shall designate specific senior level professional and managerial personnel as key personnel who are essential to the successful performance of work under this contract. Key personnel shall be available for full-time assignment as necessary to efficiently manage the work of the contract and shall be available on the effective date of award. Key personnel shall include the (Senior) Program Manager, the POC (see 6010.03).

At a minimum, the following position is considered key personnel by the government for task orders that are awarded under this contract:

(Senior) Program Manager

The Contractor shall designate a single point of contact (POC) with the SEC for communicating issues, concerns, or problems that arise on this contract. The Program Manager shall have the authority to commit the Contractor and make decisions for the Contractor, and shall be the single Contractor representative responsible for resolving all issues, concerns, or problems. The Program Manager shall readily respond to SEC questions, concerns, and comments. The Program Manager shall proactively alert the SEC to potential contractual and task order issues.

SECTION I - Contract Clauses

Clauses

52.202-1 DEFINITIONS. (NOV 2013)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) *Definitions*. As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures*. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018) - ALTERNATE I (JAN 2017)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAY 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 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.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (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.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[ ] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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. (OCT 2015) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[ ] (10) (Reserved)

[ ] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[ ] (ii) Alternate I (NOV 2011) of 52.219-3.

[ ] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (ii) Alternate I (JAN 2011) of 52.219-4.

[ ] (13) (Reserved)

[ ] (14)(i) 52.219-6, Notice of Total Small Business Set-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 (JUN 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 (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

[ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[X] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (NOV 2016) of 52.219-9.

[ ] (v) Alternate IV (AUG 2018) 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 (JAN 2017) (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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[ ] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[ ] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[ ] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

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

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

[ ](36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ](37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (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 (OCT 2015) (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) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[X] (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[X] (ii) Alternate I (JAN 2017) of 52.224-3.

[ ] (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[ ] (47)(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.

[ ] (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[X] (49) 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).

[ ] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[ ] (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[X] (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[X] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[ ] (60)(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.

[ ] (iii) Alternate II (FEB 2006) 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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[ ] (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (5) 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).

[ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(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) of this paragraph 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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [ ] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

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

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

(End of clause)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

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.

(End of clause)

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 $100,000,000.00;

(2) Any order for a combination of items in excess of $250,000,000.00; or

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

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 three (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.

(End of clause)

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 after 60 months after the end of the IDIQ ordering period.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION. (FEB 2007)

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 the current period of performance of the contract.

(End of clause)

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 ten (10) years.

(End of clause)

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)

52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

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)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-16 PROGRESS PAYMENTS. (APR 2012)

(l) *Due date*. The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

52.232-16 PROGRESS PAYMENTS. (APR 2012) - ALTERNATE I (MAR 2000)

(l) *Due date*. The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert '30th'] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure

compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

52.232-16 PROGRESS PAYMENTS. (APR 2012) - ALTERNATE III (APR 2003)

(l) *Due date*. The designated payment office will make progress payments on the [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert '30th'] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

52.232-17 INTEREST. (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

52.232-25 PROMPT PAYMENT. (JAN 2017)

52.232-32 PERFORMANCE-BASED PAYMENTS. (APR 2012)

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

52.233-1 DISPUTES. (MAY 2014)

52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

52.242-13 BANKRUPTCY. (JUL 1995)

52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

52.245-9 USE AND CHARGES. (APR 2012)

52.246-20 WARRANTY OF SERVICES. (MAY 2001)

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., 'within 30 days from the date of acceptance by the Government,'; within 1000 hours of use by the Government' or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services or (2) that the Government does not require correction or reperformance.

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.249-14 EXCUSABLE DELAYS. (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

ATTACHMENT	TITLE
1	Service Delivery Framework Governance Model
2	Service Delivery Framework High Level Workflow
3	Technology Bricks - Platform Standards
4	OneIT Labor Category Descriptions
5	Non-Disclosure Agreement (CONTRACTOR ENTITY)
6	Non-Disclosure Agreement (CONTRACTOR PERSONNEL)
7	Contractor Data Form (Completed at the Task Order Level)
8	OF306 Declaration of Federal Employment (Completed at the Task Order Level)
9	Credit Release Form (Completed at the Task Order Level)
10	SEC 6021.01 - Records Management Service Components (RMSC) Requirements
11	[Reserved]
12	Pricing Sheet
13	OneIT Question Template
14	Document Verification and Self Scoring Worksheet (Restricted)
15	[Reserved]
16	Relevant Experience Project Template (Document Verification)
17	Past Performance Relevant Experience Form (Document Verification)
18	Small Business Participation Commitment Document

Clauses

SECTION K - Representations, Certifications, and Other Statements of Bidders

FAR Clause 52.212-3 "Offeror Representations and Certifications - Commercial Items (Nov 2013)" applies. The Contractor shall have completed representations and certifications online in the System for Award Management (SAM) at www.sam.gov.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN. (MAR 2015)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (AUG 2018)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

52.204-20 PREDECESSOR OF OFFEROR. (JUL 2016)

(a) *Definitions*. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

(a) *Definitions*. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u)) of this provision.

(a) *Definitions*. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern*. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. (*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program*. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern*. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) *HUBZone small business concern*. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that-

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the

Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance*. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.: _____

Country of Origin:_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No.: _____

Country of Origin:_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No._____

_____

_____

(*List as necessary*)

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

_____

_____

_____

Country of Origin

_____

_____

_____

(*List as necessary*)

(g)(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____
(List as necessary)	

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No. _____

Country of origin _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*)

(1) *Listed end products*.

[ ]

[ ]

Listed Countries of Origin

[ ]

[ ]

(2) *Certification*. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product

furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards*. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) [ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that-

(i) It ___ is, ___ is not an inverted domestic corporation; and

(ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifer in the solicitation).

(1) The Offeror represents that it ___ has or ___ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [ ].

Immediate owner legal name: [(Do not use a 'doing business as' name)].

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [ ].

Highest-level owner legal name: [(Do not use a 'doing business as' name)].

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law*. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____ (*Do not use a "doing business as" name*).

(s) (Reserved)

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation. (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii))*. (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, *i.e*., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e*., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.,* agency Office of the Inspector General).

(End of provision)

SECTION L - Instructions,Conditions, and Notices to Bidders

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (OCT 2018)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2017)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (MAR 2015)

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of Multiple Award Indefinite Delivery, Indefinite Quantity (IDIQ) contracts resulting from this solicitation that may include firm fixed price and time-and-material and labor-hour task orders.

(End of provision)

52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Securities and Exchange Commission; Attn: Anke Taylor, Contracting Officer; 100 F Street, NE; Washington, DC 20549.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/ https://www.acquisition.gov/browsefar

L.1 INSTRUCTIONS TO OFFERORS

L.1.1 CONTRACT INFORMATION

For consideration in developing your proposal, the following information is provided.

The current SOO represents a total of seven (7) individual Service Channels. Small Business Offerors must cover (i.e. be able to provide support to) all 7 service channels. Any company proposing to be either the Prime Contractor or a Subcontractor on a team may only be a part of one (1) team: (a) Offerors cannot be the prime on one team and a subcontractor on another and (b) a company cannot be a subcontractor on multiple teams.

Once OneIT IDIQ awards are made, the government reserves the right to permit subcontracting between the restricted and unrestricted pool of OneIT IDIQ holders on OneIT task orders provided it does not conflict with FAR 52.219-14, Limitations on Subcontracting and is in the best interest of the government.

L.1.2 PROPOSAL SUBMISSION INSTRUCTIONS

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing your offer. Omission of any information from the proposal submission requirements may result in rejection of the offer.

The Offeror, either through its parent, affiliates, subsidiaries, business units, joint venture, or any other type of business organizational structure shall submit, as part, of only one proposal. Failure to comply with this single submission requirement, shall render a proposal non-responsive at any point during the acquisition process. And if determined to be non-compliant post award, the

relevant contract will be terminated as appropriate. Existing OneIT contract holders, either through their parent, affiliates, subsidiaries, business units, joint ventures, or any other type of business organizational structure, are not eligible to participate in this On-Ramping event.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

Offerors may make minor formatting changes to Section K templates used in proposal submission. For example, minor formatting changes include such things as adjusting page breaks, adding corporate identification logos, identifying proposal volume identifiers in the headers and footers, including disclaimers of proprietary information.

Offerors shall not make content and formatting changes (i.e. font type, size, etc.) to Section J templates provided for use in the proposal submission. However, Offerors may add identifying proposal volume identifiers in the headers and footers, including disclaimers of proprietary information, and adjust the Cost/Price template if necessary, etc.

The electronic solicitation documents, as posted on http://www.fbo.gov, shall be the "official" documents for this solicitation.

The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

All proposal information is subject to verification by the Government. The Offeror is required to ensure all proposal information submitted is verifiable. If the SEC Source Selection Team detects a high degree of unverifiable, contradictory or unsubstantiated information submitted in an Offeror's proposal, the Government reserves the right to end the proposal evaluation, and the Offeror may be removed from being considered for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution.

NOTE: This solicitation instructs Offerors to provide support documentation for all scored evaluation criteria. An Offeror shall provide the form of documentation for validation purposes that is required per Section L.

L.1.3 OFFICIAL LEGAL BIDDING ENTITY

All the evaluation elements an Offeror is claiming credit for in accordance with Section L.3, Volumes 1 through 6, must be in the Offeror's name or as further defined in L.3 Restricted and Unrestricted Pools as submitted in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award, with a corresponding DUNS Number in SAM.GOV that matches the Offeror name on the SF 33, Block 15A. (See Section L.3.1.1).

L.1.4 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS, AS APPLICABLE

By the closing date of this solicitation, if a company has acquired another company, the transferor and transferee company may claim credit for the same Service Channel Relevant Experience Projects under Section L.3.2.2, under the following condition:

In the event of a Government approved novation of a U.S. Federal contract from one Contractor to another, the transferor Contractor may claim credit for the above mentioned projects inasmuch as that contractor was awarded and assumed responsibility for that project up until the merger/acquisition while the transferee may claim credit for the same project in as much as that contractor has assumed responsibility for the totality of the project from the point of the merger/acquisition.

For any claimed evaluation element identifying a different name than that of the offeror; due to a merger, acquisition, novation, or change-of-name agreement; the offeror has the burden to establish that the claimed evaluation element should be attributed to the offeror. To do so, the offeror must provide evidence of the merger, acquisition, novation, or change-of-name agreement, as well as a justification demonstrating how the evaluation element being claimed is applicable to the offeror.

L.1.5 INVERTED DOMESTIC CORPORATIONS

Inverted Domestic Corporations are not eligible for award under this solicitation.

"Inverted Domestic Corporation", as defined in FAR 52.209-10, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C.7874.

L.1.6 PROPOSAL DUE DATE AND EMAIL ADDRESS

Unrestricted Pool: <u>There will be no on-ramping in the Unrestricted Pool.</u>

Restricted Pool: Proposals are due NLT 12:01PM ET on 16 September 2019.

Proposals shall be emailed to: ONEOIT@sec.gov

L.1.7 SOLICITATION QUESTIONS

Interested parties shall utilize the file, Attachment 3 "OneIT Question Template," provided with the RFP to organize and present any questions **NLT 10:00AM ET on 18 August 2019**, directing them to the ONEOIT@sec.gov email address, otherwise questions might not be received and/or considered. The Government reserves the right to respond or not respond to questions, and to consolidate similar questions.

Please thoroughly review the solicitation in its entirety, including all attachments, prior to submitting questions.

The official location for responses to questions is an attachment associated with this solicitation on www.fbo.gov.

The Government will not provide acknowledgement notices for the receipt of questions submitted.

L.2 PROPOSAL FORMAT

It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. The maximum allowable file size for email submissions is 10MB. The email Subject Line shall include: OneIT 50310219R0016 - NAME OF THE OFFEROR. The proposal submission should be in one email unless it exceeds the maximum allowable file size for email submission. In this case, the Offeror shall clearly denote in the subject line the Volumes and the number of emails for the proposal submission: OneIT 50310219R0016 - NAME OF THE OFFEROR - VOLUME X - EMAIL Y OF Z.

All proposal documents shall be in Adobe (pdf) format except for Attachment 12 - Pricing Worksheet and Attachment 14 Document Verification and Self Scoring Worksheet (**Restricted**. The Document Verification and Self Scoring Worksheet and Pricing Worksheet shall be in Microsoft Office Excel format.

The Offeror's proposal shall be formatted into six (6) separate zipped electronic folders (in the .zip extension) by Volume Number and Title as follows:

- Volume 1 - General
- Volume 2 - Relevant Experience
- Volume 3 - Past Performance for Relevant Experience Projects
- Volume 4 - Certifications
- Volume 5 - Risk Assessments
- Volume 6 - Price

Folder naming convention: NAME OF THE OFFEROR - VOLUME X

Small Business Offerors proposing as part of a contractor teaming arrangement, in accordance with the requirements of L.3.1.3, may submit separate submissions for Volume 2 - Relevant Experience (when sensitive or proprietary information is contained within required documents) and Volume 3 - Past Performance for Relevant Experience Projects to ONEOIT@sec.gov if required by the team member. The email body shall include the Solicitation Number 50310219R0016, Volume Number (2 and 3), Name and DUNS Number of the Offeror, along with the Name and DUNS Number of the Team Member submitting the documents. The email Subject Line shall include: OneIT 50310219R0016 - NAME OF THE OFFEROR - NAME OF THE SUBMITTING TEAM MEMBER.

L.2.1 PROPOSAL FORMAT TABLE

The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the government can easily identify which documents apply to which criteria for evaluation purposes. Offerors must adhere to the Volume Numbers, Format and/or Templates, and Page Limitations (if any) provided in the Proposal Format Table. Offerors must include their company name or company name abbreviation and Volume Number in the filename. For example, the filename for the SF-33 submitted by XY Incorporated under Volume 1 would be "XY.VOL1.SF33.pdf." If Relevant Experience Projects are submitted by a subcontractor/team member, the filename shall include the names of both companies. For example, if subcontractor/team member AB Incorporated submits relevant experience projects for XY Incorporated, the filename would be as follows: XY.AB.VOL2.REP.SC1.Pr1.pdf.

VOL #	SEC #	TITLE	FORMAT/ TEMPLATE	PAGE LIMIT	EXAMPLE FILE NAME
1	L.3	Cover Page/Letter	Cover Page/Letter to include Company POC information (only include in Volume 1) Free Format	One (1) page for the Cover Page Cover Page is not included in the page count for Volume 1	XY.VOL1.CP.pdf
1	L.3	Table of Content for all 6 volumes	Free Format Content of each Volume	No page limit for the Table of Content Table of Content is not included in the page count for each Volume	XY.VOL1.TOC.pdf XY.VOL2.TOC.pdf XY.VOL3.TOC.pdf XY.VOL4.TOC.pdf XY.VOL5.TOC.pdf XY.VOL6.TOC.pdf
1	L.3.1.1	SF 33 SF30	SF 33 SF30	Limited to SF 33 and SF30 amendments in one single pdf	XY.VOL1.SF33SF30.pdf
1	L.3.1.2	Document Verification and Self Scoring Worksheet	Attachment 14 (Restricted)	Limited to the template (one (1) per proposal submission from Prime Offeror). No page limitation.	XY.VOL1.SelfScoringWorksheet.xls (required) and XY.VOL1.SelfScoringWorksheet.pdf (optional)
1	L.3.1.3.1	Joint Venture or Partnership Agreement	Font type and size 10 to 12 point	No page limitation. If not submitting	XY.VOL1.JV.pdf

				a JV, no file need be submitted	
1	L.3.1.3.2	Subcontractor Letter(s) of Commitment, if applicable	See L.3.1.3.2	No page limitation. The submission is limited to the requested information in L.3.1.3.2 If not submitting with proposed subcontractors, no file need be submitted. Must be submitted if claiming points for Small Business Participation (L.3.5.4)	XY.AB.VOL1.SubLOC1.pdf XY.CD.VOL1.SubLOC2.pdf
1	L.3.1.4 L.3.1.3.2	Representations and Certifications Representations and Certifications - Subcontractor	Submit Section K	Limited to Section K. No page limitation Limited to Section K. No page limitation, if not proposing with subcontractors, no file need be submitted	XY.VOL1.RC.pdf XY.AB.VOL1.RC.pdf
1	J	Non-Disclosure Agreement - Contractor Entity	Attachment 5	Limited to the NDA - Contractor Entity	XY.VOL1.NDA.pdf

				Complete and Signed Non-Disclosure Agreement for the Company ONLY	
2	L.3.2	Relevant Experience Projects	Documents shall be submitted in the following order: 1. Attachment 16, Relevant Experience Project Template 2. Email Notification to CO if CO signature is unattainable 3. CPAR if period of performance less than one year and that period of performance is complete Supporting Information Related to a Merger, Acquisition, Novation, or Change of Name, if applicable	Relevant Experience Verification Document limited to template space provided; narrative limited: -SC 1: 12 pages - SC 2: 6 pages - SC 3: 4 pages - SC 4: 6 pages - SC 5: 12 pages - SC 6: 6 pages - SC 7: 4 pages 12 font No Page limitations for supporting documents	XY.VOL2.REP.SC1.Pr1.pdf XY.VOL2.REP.SC1.Pr2.pdf XY.VOL2.REP.SC1.Pr3.pdf Or XY.AB.VOL2.REP.SC1.Pr1.pdf Etc. XY.VOL2.REP.SC1.Pr1.COEmail.pdf Etc. XY.AB.VOL2.REP.SC1.Pr1.CPAR.pdf Etc. (Where "SC" = Service Channel, and "Pr" = Project)

3	L.3.3	Past Performance for Relevant Experience Projects	1. Same projects submitted for Relevant Experience 2. Documents shall be submitted in a single .pdf per Service Channel in the following order: 1. Attachment 17, Past Performance Relevant Experience Form and 2. Email Notification to CO if CO signature is unattainable Supporting Information Related to a Merger, Acquisition, Novation, or Change of Name, if applicable	Template limited to space provided; 12 font No Page limitations for supporting documents	XY.VOL3.PP.SC1.pdf XY.VOL3.PP.SC2.pdf XY.VOL3.PP.SC3.pdf Or XY.AB.VOL3.PP.SC1.pdf Etc. XY.VOL3.PP.SC1.COEmail.pdf Or XY.AB.VOL3.PP.SC1.COEmail.pdf
4	L.3.4	Certifications	Copy of Certification Body verification/approval	Limited to verification requirements (NTE 1 page per certification) and for POC information, page numbers and paragraph	XY.VOL4.ISO9001.pdf XY.VOL4.ISO20000.pdf XY.VOL4.ISOIEC27000.pdf

				references (NTE 1 page per certification). If not including certifications, no files need be submitted.	
4	L.3.4	CMMI Appraisal	Copy of Appraisal verification/approval	Limited to verification requirements: 1) Published Appraisal results or 2) the Appraisal Disclosure Statement (ADS) and a Final Findings Report. POC information, page numbers and paragraph references (NTE 1 page). If not including appraisal, no files need be submitted.	XY.CMMI.pdf
5	L.3.5.1	Risk Assessment, Number of Service Channels Covered	Based on documentation submitted under Relevant Experience	No additional submission is required	
5	L.3.5.2	Risk Assessment,	Award Forms with FPDS Records that reflect Multiple	Limited to two (2) Award Forms with	XY.VOL5.TO1.pdf XY.VOL5.TO1.FPDS.pdf

		Multiple Award Contracts	Award contracts	respective FPDS Record	XY.VOL5.TO2.pdf XY.VOL5.TO2.FPDS.pdf
5	L.3.5.3	Risk Assessment, Small Business Participation	Attachment 18 Small Business Participation Commitment Document Restricted Only	Limited to the Small Business Participation Commitment Document	XY.VOL5.SBPCD.pdf
6	L.3.6	Pricing	Pricing Template	Pricing: Limited to the Pricing template Attachment 12	XY.VOL6.PRICE.xlsx

L.3 PROPOSAL CONTENT

All projects as defined in Section L.3.2.1 and past performance for relevant experience submitted in response to this solicitation shall have been performed as follows:

For the restricted pool:

Projects and past performance for relevant experience can be submitted by:

- The Prime Offeror (or Joint Venture Team Member that is part of the Prime Offeror) as the prime or subcontractor on the prior project. For instance, if company XY, Inc. is the Prime Offeror under OneIT, then they must submit relevant experience wherein the company XY, Inc. performed as the prime contractor or as a substantive subcontractor on the prior project.

- A OneIT Subcontractor as the prime contractor on the prior project. Projects performed by a OneIT Subcontractor as a Subcontractor on the prior project will not be accepted.

"Prime Contractor" means the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a Contract to a Contractor, the Contractor is considered the "Prime Contractor." For example, "Prime Contractors" are identified as such on the cover page of contracts or task orders such as:

- Standard Form (SF) 1449 - Solicitation/Contract/Order for Commercial Items - (Block 17a identifies the Prime Contractor)
- SF 26 - Award/Contract - (Block 7 identifies the Prime Contractor)
- SF 33 - Solicitation, Offer, and Award - (Block 15A identifies the Prime Contractor)
- Department of Defense (DD) 1155 - Order for Supplies or Services (Block 9 identifies the Prime Contractor)
- Optional Form 307 - Contract Award (Block 7 identifies the Prime Contractor)
- GSA Form 300 - Order for Supplies and Services (Block 6 identifies the Prime Contractor)
- Commercial Award Form (Must explicitly identify the Prime Contractor, Awarding Entity, the Effective Date, and the date the Authorized Representative signed)

When a Prime Contractor awards a contract to a Contractor, the Contractor is considered a 'Subcontractor."

Projects and Past Performance for Relevant Experience Submission Overview:

Restricted Pool	Prime Offeror/	Prime Offeror/JV Team	Proposed Subcontractor	Proposed Subcontractor (prior effort as

	JV Team Member Offeror (prior effort as Prime)	Member Offeror (prior effort as Subktr)	(prior effort as Prime)	Subktr)
Credit for Channel Experience/Past Performance	YES	YES	YES	NO
Certifications	YES	N/A	YES	N/A
Number of Service Channels Covered	YES	NO	NO	NO
Experience Multiple Award Vehicles (such as IDIQ)	YES	NO	NO	NO
Small Business Participation Plan	YES	N/A	N/A	N/A

L.3.1 VOLUME 1 - GENERAL

To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume 1 - General.

L.3.1.1 STANDARD FORM (SF) 33

"Offeror" means the official legal bidding entity identified in Block 15A on the Standard Form (SF) 33, Solicitation, Offer and Award.

Using the SF 33 form, Solicitation, Offer and Award, posted as page 1 of the solicitation in

http://www.fbo.gov, the Offeror shall fill out blocks 12 through 18 accordingly;

1. The Government requires a minimum acceptance period of not less than 180 calendar days. The Offeror shall complete Block 12 of each SF 33 submitted with full cognizance of the minimum acceptance period of 180 calendar days. "Acceptance Period" means the number of calendar days available to the Government for awarding a Contract from the date specified in this solicitation for receipt of offers. Your offer may only specify a longer acceptance period than the Government's minimum requirement.

2. If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33 or complete Blocks 8 and 15 of the SF 30 for each amendment.

3. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at http://www.sam.gov, including the corresponding Commercial and Government Agency (CAGE) Code Number and Data Universal Numbering Systems (DUNS) Number (Note: the address listed in Block 15A will be the official mailing address used by the Government for letter correspondence, if necessary).

4. The Name, Title, Signature and Date identified in Block 16, 17, 18, must be an authorized

representative with authority to commit the Offeror to contractual obligations. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

5. Failure to comply with any of the instructions contained in this solicitation may result in the proposal being removed from consideration for award.

L.3.1.2 DOCUMENT VERIFICATION AND SELF SCORING WORKSHEET

The Offeror shall submit Attachment 14 titled, "Document Verification and Self Scoring Worksheet." No other format or additional proposal documentation will be considered.

1. Do not alter rows, columns, or formulas of the Document Verification and Self Scoring Worksheet.

2. The Offeror shall enter their name in Cell BC4.

3. The Offeror must select the box in Column E for each applicable scoring element being claimed unless otherwise stated.

4. If the Offeror selected the box in Column E, the Offeror shall enter the file name in

Column H (Technical Narrative Reference) for each associated supporting document submitted. Reference the file naming structure provided in L.3.1, Proposal Format Table, e.g. XY.VOL2.REP.SC1.Pr1.pdf or XY.AB.VOL2.REP.SC1.Pr1.pdf for a teaming partner. Points will not be validated if a filename is not provided in Column H.

L.3.1.3 CONTRACTOR TEAMING ARRANGEMENT, IF APPLICABLE

Contractor teaming arrangement (CTA) means an arrangement in which -

1. Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

2. A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

L.3.1.3.1 PARTNERSHIP OR JOINT VENTURE, IF APPLICABLE

Two or more companies may form a partnership or joint venture, hereafter referred to as a joint venture, to submit a proposal in the restricted pool in response to this solicitation.

Each offeror is responsible for compliance with the SBA's regulations on joint ventures and size status, including regulations pertaining to 8(a) joint ventures, HUBZone joint ventures, and mentor-protégé joint ventures, when applicable. Provide copies of all applicable signed joint venture agreements.

Offerors submitting as a Joint Venture in the restricted pool may submit a proposal under this solicitation subject to the following conditions:

1. The Joint Venture itself and all members of the Joint Venture must be registered in SAM.GOV and have a corresponding DUNS Number.

2. The Joint Venture meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i)).

3. A Joint Venture shall submit elements identified in Section L.3, Volumes 1 through 6 as follows:

- Volume 1 - The Joint Venture must fill out and submit the Representations and Certifications in Section K. Each member of the Joint Venture must also submit their individual Representations and
Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the joint venture.

- Volume 2 - Relevant experience projects may be in the name of the Offeror (or JV member) as the Prime or Subcontractor on the prior project (or in the name of any proposed Subcontractor as the Prime on the prior project).

- Volume 3 - Past performance relevant experience examples may be in the name of the Offeror (or JV member) as the Prime or Subcontractor on the prior project (or in the name of any proposed Subcontractor as the Prime on the prior project).

- Volume 4 - Any certifications claimed within section L.3.4 may be in the name of the Prime Offeror (or JV member) or in the name of any proposed subcontractor.

- Volume 5 - Risk assessment elements may be in the name of the Offeror as the Prime on the prior project or in the name of an individual member of the joint venture as the Prime on the prior project.

- Volume 6 - The cost/price proposal shall be for the joint venture, not individual members.

4. The Offeror must submit a complete copy of the Joint Venture agreement between the Prime Offeror joint venture members, that includes the information required in 13 C.F.R. 125.8(b).

5. Additionally, if not already included in the agreement, the Offeror must submit with the Joint Venture agreement supplemental information addressing the below items:

- Clearly identifies the entities which make up the joint venture, including disclosure of the primary point of contact and DUNS Number for each of the members.

- Addresses the circumstances and procedures for replacement of joint venture members, including the managing venturer. The JV agreement or supplemental document should address that in order to replace members, including the managing venturer, Government approval is required.

- Addresses the duration of the Joint Venture, including when it became effective, when it expires, and the basis for termination.

- Signature by a Corporate Officer/Official for each member of the joint venture accepting all terms of the agreement.

Failure to provide the Government with the requested documentation establishing the joint venture will be considered a material nonconformity and will result in the Offer being rejected.

L.3.1.3.2 PROPOSED SUBCONTRACTORS, IF APPLICABLE

An Offeror may agree with one or more other companies to have them act as its subcontractors.

Offerors submitting a proposal that includes proposed subcontractors may submit a proposal under this solicitation subject to the following conditions:

1. The offeror and all proposed subcontractors must be registered in SAM.GOV and have a corresponding DUNS Number.

2. An offeror with proposed subcontractors shall submit elements identified in Section L.3, Volumes 1 through 6 as follows:

- Volume 1 - The Offeror must fill out and submit the Representations and Certifications in Section K. Each proposed Subcontractor must also submit their individual Representations and Certifications in Section K. All other elements submitted for Volume 1 must be in the name of the Offeror.

- Volume 2 - Relevant experience projects may be in the name of the Offeror (or JV member) as the Prime or Subcontractor on the prior project or in the name of any proposed Subcontractor as the prime on the prior project.

- Volume 3 - Past performance relevant experience examples may be in the name of the Offeror (or JV member) as the Prime or Subcontractor on the prior project or in the name of any proposed subcontractor as the Prime on the prior project.

- Volume 4 - Any certifications claimed within section L.3.4 may be in the name of the Prime Offeror (or JV member) or in the name of any proposed subcontractor.

- Volume 5 - Risk assessment elements may only be in the name of the Prime Offeror (or JV member) as the Prime on the prior project.

- Volume 6 - The cost/price proposal shall be for the Offeror. Specific subcontractors and separate subcontractor pricing shall not be included in the cost/price proposal.

3. The offer must submit a Subcontractor Letter of Commitment for each proposed subcontractor (to include proposed small business subcontractors in the Small Business Participation Plan). The Government has the right to accept those letters of commitment at face value. The intended use of such letters is to permit Government validation of any subcontractor experience or past performance an offering prime identifies in response to this solicitation. The information identified below is required for any Subcontractor Letter of Commitment. No other information will be considered from any Letters of Commitment. The Government will not consider experience or past performance from subcontractors identified by offerors for which there is not a conforming Subcontractor Letter of Commitment. Each Subcontractor Letter of Commitment must include the following information:

a. A statement of commitment by the proposed subcontractor to support the offeror in performance of OneIT task orders;

b. A statement by the proposed subcontractor authorizing use of their relevant experience and past performance in support of the offering prime contractor's proposal;

c. A statement of understanding that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern in accordance with FAR 52.219-14. It is the intent of the SEC to consider all closed, active and potentially awarded task orders under OneIT in determination of the most accurate percentage labor totals for the proposed team;

d. Offering prime contractor's legal name and DUNS number

e. Proposed subcontractor's legal name and DUNS number;

f. Name, phone number, and email address of the subcontractor's representative able to commit the subcontractor and validate the letter's content; and

g. Signatures of a Corporate Officer/Official for both the Offeror and proposed subcontractor.

Identification of proposed subcontractors does not result in approval of them for any particular task order; rather it addresses this evaluation factor. Approval of subcontractors will still be needed on individual task orders in accordance with SEC 6004.00 Approval of Subcontracts.

L.3.1.4 REPRESENTATIONS AND CERTIFICATIONS

The Offeror shall complete and submit all Representations and Certifications in accordance with the instructions in Section K.

L.3.2 VOLUME 2 - RELEVANT EXPERIENCE

Relevant Experience is divided into seven Service Channels.

Service Channel 1: Application Development and Management (PLATFORM)
Service Channel 2: Business Solutions Delivery (NON-PLATFORM)
Service Channel 3: IT Infrastructure Operations and Management
Service Channel 4: Information Security
Service Channel 5: Data Management
Service Channel 6: IT Governance
Service Channel 7: Technology Business Management

The Offeror shall submit documents and attach verification documents in accordance with L.3.2 by utilizing Attachment 16, "Relevant Experience Project Template." Any other format will be rejected as a material non-conformity. The Offeror must substantiate all the information through one of the verification methods identified in Section L.3.2.2.1.1.

L.3.2.1 RELEVANT EXPERIENCE PROJECTS

A Relevant Experience "project" is defined as (1) a single contract (excluding master Indefinite Delivery contracts, Blanket Purchase Agreements (BPAs), Basic Ordering Agreements, and other agreements that do not obligate the seller to furnish supplies or services); (2) a single task order awarded under a Multiple Award contract (as defined below); (3) a single task order awarded under a master Single-Award Indefinite Delivery task order contract (Definite Quantity, Requirements, or Indefinite Quantity contract) in accordance with FAR 16.5; (4) a single task order placed under a Federal Supply Schedule contract in accordance with FAR 8.405-2; or (5) a single task order placed under a master BPA in accordance with FAR 8.405-3. When an Indefinite Delivery task order contract or a BPA's requirements are well defined, for a specific purpose, and task orders are issued on a recurring basis, a collection of task orders placed under such a contract or BPA may be combined and submitted as a single project. This must be clearly identified in Attachment 16, "Relevant Experience Project Template" by annotating the Indefinite Delivery Contract or BPA number as well as all applicable task order numbers. A project can be used to demonstrate experience across multiple Service Channels.

A "Task Order" is defined as an order for services placed against an established contract.

A combination of U.S. Federal Government and Non-Government (commercial) projects awarded from the private sector can be submitted:

Project work can be performed by either the Prime Offeror (or JV member) as the prime or subcontractor on the prior project or by the proposed Subcontractor as the Prime on the prior project.

L.3.2.2 SERVICE CHANNEL RELEVANT EXPERIENCE

Using the Relevant Experience Project Template, in accordance with the instructions herein:

The Offeror can submit up to a maximum of twenty-five (25) Projects, performed by either (i) the Prime Offeror as the prime or subcontractor on the prior project, or (ii) a proposed subcontractor as the prime contractor on the prior project. If the Prime Offeror submits a project for which the Prime Offeror performed as a subcontractor, the verification signature block in the Relevant Experience Project Template must be signed by the prime contractor on the prior contract as the Corporate Official, as the Government has no privity of contract.

The submitted Service Channel relevant experience shall meet the following minimum conditions:

1. Each project must have included significant performance of the type of work covered by the claimed scoring element for which it is being provided. The performance of the work demonstrating experience with the claimed scoring element must have been integral to the performance of the project; projects where the relied upon performance was ancillary to the overall project are excluded (such as the services provided by a Value-Added-Reseller of Hardware or Software). Additionally, the overall project must have been primarily for IT services, as opposed to a project that included small or limited amounts of IT services as part of a larger non-IT project. The demonstrated experience must satisfy the scoring element. Additionally, the requirement of each scoring element must be understood within the context of its particular Service Channel. (E.g. "End user Application Support" under Service Channel 1 is different than "End User and Customer Support" under Service Channel 3).

2. A single project can be used to demonstrate experience across multiple Service Channels. If a project covers relevant experience areas of more than one Service Channel, one Attachment 16 shall be submitted under each of these Service Channels to substantiate the experience relevant to this particular Service Channel only. A signature by the verifying authority will be required for each of the Attachments submitted. E.g., a project covers certain tasks under Service Channel 1 and Service Channel 2: Two Attachments 16 shall be submitted; one to substantiate the relevant experience under Service Channel 1 and one to substantiate the relevant experience under Service Channel 2. Each submission will count towards the maximum number of references per service channel.

3. Column H in the Self Scoring Worksheet may reference only one (1) Relevant Experience Project per scoring element. If multiple Relevant Experience Projects are listed, only the first one will be validated.

4. The maximum number of reference projects that may be submitted for each Service Channel is as follows, and the Maximum Number of Points are based on the Self-Scoring Worksheet:

Service Channel	**Maximum Number of**	**Maximum Number of**

	References	Points (Restricted)
1- Application Management and Development (PLATFORM)	6	2,000
2 - Business Solutions Delivery (NON-PLATFORM)	3	1,700
3 - IT Infrastructure and Operations Management	2	1,800
4 - Information Security	3	1,875
5 - Data Management	6	1,300
6 - IT Governance	3	1,600
7 - Technology Business Management	2	1,000

The project(s) shall be the same for Relevant Experience and Past Performance for Relevant Experience.

5. Each Service Channel Relevant Experience Project must be ongoing or have been completed within three (3) years from the date proposals are due. The Offeror must have completed at least one (1) year of performance for each project/contract unless one of the following situations exist:

a. The project has an Interim or a Final CPAR. If relying on this exception, the Interim or Final CPAR must be submitted with Attachment 16, Relevant Experience Project Template, in a single .pdf document.

b. The project had a base period of performance less than one year and that period of performance is complete. If relying on this exception, the base period of performance must be clearly identified on Attachment 16 in addition to listing the overall period of performance.

Offerors must use the original proposal due date **16 September 2019** for the requirement that projects must be ongoing or have been completed within three (3) years from the date proposals are due. Offerors may use any extended proposal due date for the requirement that projects/contracts must have completed at least one (1) year of performance.

L.3.2.2.1 SERVICE CHANNEL RELEVANT EXPERIENCE PROJECT SUBMISSION

For each Service Channel claimed, Offerors must submit the information required in Attachment 16, Relevant Experience Project Template.

L.3.2.2.1.1 VERIFICATION OF SERVICE CHANNEL EXPERIENCE SUBMISSION

The maximum number of projects that may be submitted for each Service Channel are as follows:

Service Channel	Maximum Number of References

1- Application Management and Development (PLATFORM)	6
2 - Business Solutions Delivery (NON-PLATFORM)	3
3 - IT Infrastructure and Operations Management	2
4 - Information Security	3
5 - Data Management	6
6 - IT Governance	3
7 - Technology Business Management	2

In order to receive points associated with each Relevant Experience Project, Offerors must provide verification as follows:

Attachment 16, Relevant Experience Project Template must be completed as follows:

a) For a U.S. Federal Government project for which the Prime Offeror (or JV Member) or Proposed Subcontractor was a Prime on the prior project, the completed Relevant Experience Project Template must be signed by a Contracting Officer (CO) with cognizance over the submitted project. The citation must include the CO's point-of-contact information (POC) that includes direct telephone number and direct email address.

If access to the Contracting Officer is unattainable, the Government will accept the signature of the

Contracting Officer's Representative (COR) or Federal Program Manager (PM) directly associated with the project provided both of the following are submitted:

(1) The COR/Federal PM and the CO's point-of-contact information (POC) with direct telephone numbers and email addresses; **and**

(2) COR/Federal PM email notification to the CO with completed Attachment 16, Relevant Experience Project Template. This email notification to the CO is to provide verification that the CO was made aware of the COR's/ Federal PM's concurrence with the Relevant Experience Project Template.

b) For a U.S. Federal Government project or Commercial (non-government) project for which the Prime Offeror (or JV Member) was a subcontractor to the project, the verification signatures in the Relevant Experience Project Template must be signed by a Corporate Official of the prime contractor on the prior project who has privity of contract for the submitted project.

If a OneIT Prime Offeror relies on its prior subcontracting experience in Attachment 16 and believes that the prime contractor on the prior project is withholding its validation or otherwise failing to cooperate to gain a strategic advantage on the OneIT acquisition, the OneIT Prime Offeror shall bring this fact to the attention of the Contracting Officer as soon as possible and include it in its proposal if the situation persists at that time. Under such circumstances, the Contracting Officer shall have the right to contact the prime contractor on the prior project to inquire, and may rely on alternative sources to validate the Prime Offeror's prior subcontracting experience in the event validation is unfairly withheld by the former prime contractor. As a

condition to competing on the OneIT acquisition, all Offerors and team members are required to cooperate and act in good faith if asked to validate Attachment 16 subcontracting experience of another OneIT Offeror. Failure to do so may be considered by the agency in its responsibility determination of the non-cooperating offeror or team member.

c) For a Commercial project (non-government) for which the Prime Offeror (or JV Member) or Proposed Subcontractor was a Prime on the prior project, the completed Relevant Experience Project Template, must be signed by a Corporate Officer/Official of the commercial entity with cognizance over the submitted project. The citation must include the Corporate Officer's/Official's point-of-contact information (POC) that includes direct telephone number and direct email address.

NOTE: If Attachment 16, Relevant Experience Project Template requires a signature for verification and is not signed by the appropriate party (or parties) as indicated throughout Section L, points shall not be earned. It is incumbent upon the Offeror to demonstrate their experience within the narrative in an easily recognizable manner to make verification and validation unambiguous and straightforward. If the Offeror includes internal headings within the Relevant Experience Project document for various scoring elements, the Government will rely on the relevant identified sections to validate each scoring element, and will not necessarily review sections identified by headings that appear to not be relevant to a particular scoring element. The Government has no obligation to conduct reference checks and may subtract claimed points if verification based on the submitted documentation alone is not possible.

NOTE: Foreign, state, and local government projects are not acceptable as relevant experience.

L.3.3 VOLUME 3 - PAST PERFORMANCE FOR RELEVANT EXPERIENCE PROJECTS

Past performance for relevant experience will be evaluated using projects submitted under L.3.2.2 Service Channel Relevant Experience. A past performance assessment shall be submitted for each relevant experience project submitted under L.3.2.2.
The maximum number of projects that may be submitted for each Service Channel are as follows:

Service Channel	**Maximum Number of References**
1- Application Management and Development (PLATFORM)	6
2 - Business Solutions Delivery (NON-PLATFORM)	3
3 - IT Infrastructure and Operations Management	2
4 - Information Security	3
5 - Data Management	6
6 - IT Governance	3
7 - Technology Business Management	2

Past Performance Relevant Experience projects shall be the same as the project submitted for Relevant Experience. A single past performance can be submitted for a project that covers more than one Service Channel. The Past Performance Relevant Experience projects shall be consolidated into one .pdf document per Service Channel. A single past performance can be submitted for a project that covers more than one Service Channel. If a single past performance is submitted for a project that covers more than one Service Channel, it shall be submitted in the consolidated .pdf document under each of the respective Service Channels. Acceptable forms of past performance assessments are detailed below in L.3.3.1 and L.3.3.2.

Offerors must use the original proposal due date **16 September 2019** for the requirement that projects must be ongoing or have been completed within three (3) years from the date proposals are due. Offerors may use any extended proposal due date for the requirement that projects/contracts must have completed at least one (1) year of performance.

a. The project has an Interim or a Final CPAR. If relying on this exception, the Interim or Final CPAR must be submitted with Attachment 16, Relevant Experience Project Template, in a single .pdf document.

b. The project had a base period of performance less than one year and that period of performance is complete. If relying on this exception, the base period of performance must be clearly identified on Attachment 17, Past Performance Relevant Experience Form, in addition to listing the overall period of performance.

For the relevant past performance references, Offerors are strongly cautioned that inability of the Government to contact past performance references directly associated to any survey; or past performance information is not entered into the Past Performance Information Retrieval System (PPIRS) database; or project(s) are without a record of past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

Only in the event PPIRS information is not available or is older than one (1) year from date of proposal submission will an Offeror be allowed to substitute a Past Performance Relevance Experience Form similar to the CPARS format. If PPIRS information is available and is no older than one (1) year from date of proposal submission for any given relevant project, it shall be submitted for the Past Performance evaluation.

L.3.3.1 PAST PERFORMANCE (PPIRS INFORMATION EXISTS AND IS LESS THAN ONE (1) YEAR OLD)

If the Government has interim or final ratings in PPIRS, the Offeror shall provide a copy of this rating with their proposal. The Government will retrieve past performance information from the PPIRS database in order to validate the Offeror's submission. For the purposes of this solicitation, the final past performance information will be used on a relevant experience project. If a final rating is not available, the most current past performance information will be used. Offerors are responsible for verifying whether past performance ratings exist in the PPIRS database prior to using Past Performance Relevant Experience Forms. A finalized Contractor Performance Assessment Record (CPAR) report may be submitted in lieu of PPIRS if a PPIRS report is not available.

L.3.3.2 PAST PERFORMANCE (PPIRS INFORMATION DOES NOT EXIST OR IS OLDER THAN ONE (1) YEAR OLD)

If the Government has not finalized past performance ratings in the PPIRS database or the ratings are older than one (1) year from date of proposal submission, the Offeror shall submit a certified Past Performance Relevant Experience Forms using the template, Attachment 17. No other format or additional proposal documentation will be considered.

Using the Past Performance Relevant Experience Form, the Offeror shall provide the survey directly to each of the references.

Attachment 17, Past Performance Relevant Experience Form must be completed as follows:

a) For a Federal project, the completed Past Performance Relevant Experience Form must be signed by a Contracting Officer (CO) with cognizance over the submitted project. The citation must include the CO's point-of-contact information (POC) that includes direct telephone number and direct email address.

If access to the Contracting Officer is unattainable, the Government will accept the signature of the Contracting Officer's Representative (COR) or Federal Program Manager (PM) directly associated with the project provided the following are submitted:

(1) The COR and the CO's point-of-contact information (POC) with direct telephone numbers and email addresses; **and**

(2) COR/Federal PM email notification to the CO with completed Attachment 17, Past Performance Relevant Experience Form. This email notification to the CO is to provide verification that the CO was made aware of the COR's/Federal PM's concurrence with the Past Performance Relevant Experience Form.

b) For a project where the Prime Offeror performed as a subcontractor to the project, the verification signatures in the Past Performance Relevant Experience Form must be signed by a Corporate Official of the Prime Contractor who has privity of contract with the client for the submitted project.

If a OneIT Prime Offeror relies on its prior subcontracting experience and believes that the prime contractor on the prior project is withholding its feedback on the prior project or otherwise failing to cooperate to gain a strategic advantage on the OneIT acquisition, the ONT OIT Prime Offeror shall bring this fact to the attention of the Contracting Officer as soon as possible and include it in its proposal if the situation persists at that time. Under such circumstances, the Contract Officer shall have the right to contact the prime contractor on the prior project to inquire. In the event no past performance information is available or forthcoming from the prime contractor on the prior project, that project will not be considered for purposes of Volume 3 and the points available for the remaining projects will be adjusted upwards in accordance with the procedures at M.4.2.2. As a condition to competing on the OneIT acquisition, all Offerors and team members are required to cooperate and act in good faith if asked to complete Attachment

17 regarding past performance of another OneIT Offeror. Failure to do so may be considered by the agency in its responsibility determination of the non-cooperating offeror or team member.

c) For a Commercial project (non-government), the completed Past Performance Relevant Experience Form, must be signed by a Corporate Officer/Official of the commercial entity with cognizance over the submitted project. The citation must include the Corporate Officer's/Official's point-of-contact information (POC) that includes direct telephone number and direct email address.

Attachment 17, Past Performance Relevant Experience Form shall be submitted as part of the Offeror's submission unless the rater will not return the document directly to the Offeror. In this case, the completed form shall be submitted directly to ONEOIT@sec.gov by the rater by the proposal due date/time. If the form is not received by the due date, no credit will be given. The government will not acknowledge receipt of this document and it is incumbent upon the Offeror to follow up with the rater. For Past Performance Relevant Experience Form sent directly to ONEOIT@sec.gov, include the below information:

Email subject line: OneIT 50310219R - NAME OF THE OFFEROR - NAME OF THE SUBMITTING TEAM MEMBER - Attachment 17, Past Performance Relevant Experience Form.

The Offeror shall instruct each rater to send a completed form directly back to the Offeror (exception listed above).

The Offeror must follow up with each rater to ensure the Past Performance Relevance Experience Forms were received and completed prior to the proposal closing date.

The Offeror must submit all Past Performance Relevance Experience Forms, as applicable, with their proposal submission (exception listed above).

In the event the evaluation team discovers misleading, falsified, and/or fraudulent past performance ratings, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution.

L.3.3.3 NEGATIVE PAST PERFORMANCE NARRATIVE (OPTIONAL)

The Offeror may submit a one page narrative to provide information on problems encountered on the submitted projects and the Offeror corrective actions. This submission is not required but may be included to address past performance assessments where the majority of the rating elements are below satisfactory. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

L.3.4 VOLUME 4 - CERTIFICATIONS

The following Certifications are not minimum or mandatory requirements; however, Offeror's who have these Certifications in place are considered more favorably.

The Certification(s) should be reflected in the Document Verification and Self Scoring Worksheet.

Submission:

Copy of Certification Body verification/approval; Limited to verification requirements (NTE 1 page) and POC information, page numbers and paragraph references (NTE 1 page). If not including certifications, no file needed.

CMMI - SVC or DEV - Maturity Level 2 or higher
ISO 9001
ISO 20000
ISO/IEC 27000 Series

Either the Offeror, a JV member or Subcontractor can hold the certification.

NOTE: If any of these certifications reside at a different business entity than the Offeror's business entity within the same corporate structure, it is required that the Offeror provide a statement with this information.

L.3.4.1 CMMI APPRAISAL

If claiming credit for this scoring element, the Offeror must provide verification of a current CMMI - SVC or DEV Maturity Level 2 or higher.

CMMI Representations may be "Staged" or "Continuous." Maturity Levels are based on "Staged" representations. Offerors who are following a continuous representation may present an equivalent capability level to maturity level 2 for point consideration. In accordance with the CMMI model, any Offeror following a continuous representation must present a CMMI evaluation revealing all process area ratings of Level 2 or higher.

The appraisal can be for models Development and/or Services. The Offeror shall only receive points for appraisals at the highest level achieved in either the Development or the Services model, whichever model is higher. The Offeror which shall be the appraised entity must provide the verification requirements including a copy of the Offeror's 1) Published Appraisal results or 2) the Appraisal Disclosure Statement (ADS) and a Final Findings Report.

The Offeror shall provide POC information that includes the name of the Accessor Organization and name, address, phone number, and email of the representative who provided the CMMI Maturity Level.

The offer shall make reference to the page number and paragraph of the verification document that determined the approval of the CMMI Maturity Level.

L.3.4.2 ISO 9001 CERTIFICATION

ISO 9001 is a quality management system developed by the International Organization for Standardization. ISO 9001 ensures that customers get consistently good quality products and services. This standard is based on quality management principles including a strong customer focus, the motivation and implication of top management, and continual process improvement. An ISO 9001 certified organization must perform audits on its quality management system. The audits can be performed either through an independent certification body or by having the organization's clients audit the quality system to verify that it is in conformity to the standard. Any deficiencies identified in the audit must be corrected to obtain the ISO 9001 certification.

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO 9001Certification.

Verification requirements include a copy of the Offeror's official certification from an approved current ISO 9001 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 9001 Certification.

L.3.4.3 ISO 20000 CERTIFICATION

ISO/IEC 20000 is the international standard specifically for an IT Service Management System consisting of an integrated set of processes for the effective delivery of services to the business and its customers. The APM Group Ltd. owns and manages the certification process.

ISO/IEC 20000 consists of several parts:

- The ISO/IEC 20000-1:2011 (Part 1) specification defines the requirements for a service management system. The scope includes:
    - General requirements for a service management system
    - Design and transition of new or changed services
    - Service delivery process
    - Relationship processes
    - Resolution processes
    - Control processes
- ISO/IEC 20000-2:2012 (Part 2) guides the application of service management systems, including best practices for service management processes.

- ISO/IEC TR 20000-3 (Part 3) guides the scope definition and applicability of Part 1.

If claiming credit for this scoring element, the Offeror must provide verification of ISO 20000 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO 20000 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 20000 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO 20000 Certification.

L.3.4.4 ISO/IEC 27000 Series

The ISO 27000 series of standards have been specifically reserved by ISO for information security matters.

ISO/IEC 27000 is part of a growing family of ISO/IEC Information Security Management

Systems (ISMS) standards, the 'ISO/IEC 27000 series'. ISO/IEC 27000 is an international standard entitled: Information technology - Security techniques - Information security management systems - Overview and vocabulary.

The standard was developed by sub-committee 27 (SC27) of the first Joint Technical Committee (JTC1) of the International Organization for Standardization and the International Electrotechnical Commission.

If claiming credit for this scoring element, the Offeror must provide verification of a current ISO/IEC 27000 Certification.

Verification requirements include a copy of the Offeror's official certification from an approved ISO/IEC 27000 certification body.

The Offeror shall provide POC information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO/IEC 27000 Certification.

The offer shall make reference to the page number and paragraph of the certification or letter that determined the approval of the ISO/IEC 27000 Certification.

L.3.5 VOLUME 5 - RISK ASSESSMENT

L.3.5.1 NUMBER OF SERVICE CHANNELS COVERED

Experience by the Prime Offeror as a prime contractor across multiple Service Channels will be rated more favorably. Verification requirements will be based on documentation submitted under Relevant Experience. In order to count towards coverage of a Service Channel, at a minimum, one (1) of the submitted projects must be from the Prime Offeror (or a JV member) wherein they performed as the prime contractor on the prior project. The Relevant Experience Project must

cover and obtain points under Volume 2 for a minimum of 25% of the listed scoring elements for the claimed Service Channel.

L.3.5.2 EXPERIENCE WITH MULTIPLE-AWARD CONTRACTS

Experience by the Prime Offeror (or JV member) with Multiple-Award contracts as defined in FAR 2.101 will be rated more favorably. Blanket Purchase Agreements (BPAs) can satisfy this scoring element only if issued under GSA Schedule Contracts per FAR 8.4. If claiming credit for this scoring element, the Offeror must provide verification by submitting two (2) Task or Call Order Award Forms with respective FPDS Records. These can be other than previously submitted projects if the NAICS code reflects IT Services.

L.3.5.3 SMALL BUSINESS PARTICIPATION

Meeting or exceeding the Small Business Participation Goals will be rated more favorably. The Small Business Participation Goals listed below are stated as percentages of total contract value:

Small Business Category	**Small Business Participation Goals**	
	Restricted Pool	**Unrestricted Pool**
Small Business (SB)	N/A	30%
Small Disadvantaged Business (SDB)	5%	5%
Service-Disabled Veteran Owned Small Business (SDVOSB)	5%	5%
Women-Owned Small Business (WOSB)	5%	5%
HUBZone small business	5%	5%
Small Business Participation Goal Total	**20%**	**50%**

If claiming credit for this scoring element, the Offeror must provide the completed Attachment 18, Small Business Participation Commitment Document to demonstrate how they will meet or exceed these goals. In the form, complete the table by providing the company name, business category(ies), description of services and NAICS code as well as the nature of the commitment with the small business such as letter of commitment, joint venture, and others. Binding commitments will become enforceable, contractual requirements. It is the intent of the SEC to consider all closed, active, and potentially awarded task orders under OneIT in determination of the most accurate percentage labor totals for the proposed team.

The Prime Offeror may claim credit for applicable socio-economic goals for any percentage of total contract value they perform above the 50% of cost of contract performance required by FAR 52.219-14. Examples:

- If the Prime Offeror is a SDVOSB and intends to perform 55%, then out of the 20% total SB Participation Goals, the Prime would cover the 5% towards the SDVOSB goal and would only need to allocate the remaining 15% to the other three socio-economic categories.

- If the Prime Offeror is a SDVOSB and SDB and intends to perform 60%, then out of the 20% total SB Participation Goals, the Prime would cover 5% toward the SDVOSB goal and 5% towards the SDB goal and would only need to allocate the remaining 10% to the other two socio-economic categories.

- If the Prime Offeror is a SDVOSB and SDB and intends to perform 55%, then out of the 20% total SB Participation Goals, the Prime would cover either 5% toward the SDVOSB goal or 5% towards the SDB goal and would need to allocate the remaining 15% to the other three socio-economic categories.

- If the Prime Offeror is a SDVOSB and intends to perform 100%, then the Prime cannot claim credit for this scoring element.

If the proposed Small Business Subcontractor can meet more than one socio-economic category, the Subcontractor would have to perform the combined goals listed: For example, if the Subcontractor is a WOSB and SDB, they would have to perform a minimum of 10% to cover the SB Participation Goals in each category.

L.3.6 VOLUME 6 - PRICE

The Contracting Officer anticipates that pricing for this acquisition will be based on adequate price competition and therefore does not require submission or certification of cost or pricing data. Offerors are cautioned against unreasonable and unbalanced pricing.

For Price proposals, Offerors shall use the Microsoft Excel Spreadsheet in Section J, Attachment 12, entitled, "Pricing Sheet", and propose a single, fully-burdened Maximum Rate for on-site (Government-Site) work (Tab 1) and a single, fully-burdened Maximum Rate for off-site (Contractor-Site) work (Tab 2). The single, fully burdened Maximum Rate shall cover the base year ordering period (date of award through 10/21/2023) and willl apply to task orders placed within the base year ordering period and the 5-year option period with a task order period of performance of up to 5 years beyond the expiration of the basic award.)

The Offeror shall propose fully burdened Maximum Rates for task orders by completing the Price Template. These fully burdened Maximum Rates are to be based upon the highest qualified employee within a given labor category, working in the highest paid area within the Continental US, on a highly complex requirement.

Offerors shall only provide the labor rates in Attachment 12, Pricing Sheet.

SECTION M - Evaluation Factors for Award

M.1 BASIS FOR AWARD

The source selection process will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For the Master Contract, the Highest Technically Rated Offerors with a Fair and Reasonable Price will determine the best value basis for contract awards.

The Highest Technically Rated, Fair and Reasonable Price approach will best achieve the objective of awarding contracts to Offerors with Information Technology Services Solutions expertise and qualities that are most important to the SEC, including Past Performance, Relevant Experience, and Systems and Certifications.
The SEC intends to award ten (10) additional contracts pursuant to this on-ramp solicitation; however, the SEC reserves the right to award more or no contracts at all if determined to be in the best interest of the Government.
The Government reserves the right as deemed appropriate and reasonable in the best interest of the Government to make award only to Offerors whose total validated score is at least 15,660. The Government may choose to include awards below this threshold but is not obligated to do so.
The Government will strictly enforce all of the proposal submission requirements outlined in Section L. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being materially non-conforming to solicitation requirements.

The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

M.2 SCREENING AND EVALUATION PROCESS

The first step in the evaluation process will be to order the offers from highest score to lowest score solely using the Offeror's Document Verification and Self Scoring Worksheet (Attachment 14).
At this point, and based on the intent to make 10 additional awards, the evaluation team will establish the preliminary top 10, hereafter referred to as the "Top 10." A screening process of the Top 10 will commence to verify that a support document exists for all the evaluation elements in accordance with the Offeror's Document Verification and Self Scoring Worksheet submitted in accordance with Attachment 14.

The evaluation team will then initially verify that those Top 10 offerors have also successfully passed all of the Acceptability Review requirements in Section M.4 of the solicitation.
Any Offeror in the Top 10 based upon score who fails the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable. The next highest rated Offeror(s) (based upon score) who passes the Acceptability Review shall be added in the eliminated Offeror's place. Only Offerors who initially pass all the criteria in the Acceptability Review in accordance with Section M.4. shall be considered eligible for award.
Following the Acceptability Review screening, the evaluation team will then evaluate and verify the support documentation for each and every evaluation element that the Top 10 have stated in the Offerors' Document Verification and Self Scoring Worksheet, Attachment 14. It is the responsibility of the Offeror to ensure that the traceability between the Self Scoring Worksheet and all support documents is clear and evident. If any reasonable ambiguity arises during the Government's review, the Offeror may not be granted credit. The Government has no obligation to follow up to verify.
In the event that an evaluation element claimed is not verified or is otherwise not credited, the Offeror's preliminary score shall have the point value of the refuted evaluation element deducted and the Offeror will be re-sorted based upon the revised preliminary score. If the Offeror remains in the Top 10 the evaluation of the offer shall continue. If the Offeror does not remain in the Top 10, the evaluation for that offer will stop and the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the Top 10. The evaluation shall continue with the next highest-scored Offeror in the Top 10.
Once the Top 10 highest scored offers have been evaluated and validated, the evaluation team will then check to verify that these Offerors have proposed fair and reasonable pricing. In the event that an Offeror has not provided fair and reasonable pricing, the Offeror shall be eliminated from further consideration for award unless discussions are conducted. If an Offeror is eliminated from further consideration based on proposed pricing, the next highest rated Offeror (based upon score) who passes the Acceptability Review shall be added to the Top 10 and evaluated accordingly.
The evaluation process shall continue this cycle until the Top 10 apparent successful Offerors are identified that represent the highest technically rated offers (based on validated scores) with a fair and reasonable price. In the event of a tie at the position of number 10, all Offerors tied for this position shall receive a contract award. Even if there is a single point difference between Offeror 10 and Offeror 11, only the Offeror in the 10^{th} position will receive an award (subject to the below exceptions).
Except as identified below, once the Top 10 have been established, evaluations will cease and contract awards will be issued.
In the event that making award to the Top 10 does not result in an adequate number of awardees in each of the socio-economic subcategories in the restricted pool, the SEC reserves the right to award to the next highest rated Offeror eligible for award (in addition to or in lieu of the Top 10) within a given socio-economic subcategory (SDVOSB, 8(a), WOSB, HUBZone) if determined to be in the best interest of the Government.

Should the SEC determine that it is in the best interest of the Government to make more or less than 10 contract awards, the same evaluation process will be followed with the adjusted number of awardees.

M.3 ACCEPTABILITY REVIEW

Offerors that initially pass all the criteria in the Acceptability Review will be further evaluated in accordance with Section M.4, and the evaluation for fair and reasonable pricing in accordance with Section M.6.

Offerors who fail any of the criteria listed in the Acceptability Review will be removed from consideration for award and notified, in writing, as soon as practicable.

M.3.1 VOLUME 1 - General

The Offeror's SF33, Document Verification and Self Scoring Worksheet, Existing Joint Venture/Partnership agreement (if applicable), and Subcontractor Letters of Commitment will be evaluated on a pass/fail basis regarding whether the requested proposal submission information meets the criteria for the information requested in Section L.3.1 and is current, accurate, and complete.

M.4 TECHNICAL EVALUATION

The offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.

Offerors who meet the acceptability review in accordance with Section M.4 will be evaluated for claimed points in accordance with the following Sections.

M.4.1 VOLUME 2 - RELEVANT EXPERIENCE

M.4.1.1 - RELEVANT EXPERIENCE EVALUATION

The Offeror will earn points if the submitted Relevant Experience Project demonstrates experience with the claimed scoring element under the respective Service Channel. The experience associated to the project must correlate directly to any of the Service Channels below:

Service Channel	Maximum Number of References	Maximum Number of Points
1- Application Management and Development	6	2,000

(PLATFORM)		
2 - Business Solutions Delivery (NON-PLATFORM)	3	1,700
3 - IT Infrastructure and Operations Management	2	1,800
4 - Information Security	3	1,875
5 - Data Management	6	1,300
6 - IT Governance	3	1,600
7 - Technology Business Management	2	1,000

The project shall be the same for Relevant Experience and Past Performance for Relevant Experience.

M.4.2 VOLUME 3 - PAST PERFORMANCE

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.3. The Offeror will be evaluated on overall ratings earned for each past performance assessment submitted, e.g. PPIRS Report or Past Performance Relevant Experience Form.

For any proposals that do not include a past performance assessment for each submitted Project, the SEC will attempt to obtain a past performance assessment from PPIRS or the provided reference.

Inability of the Government to contact past performance references directly associated to any survey may result in the survey not being evaluated favorably or unfavorably on past performance. Furthermore, the offeror will not be evaluated favorably or unfavorably on past performance in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available.

M.4.2.1 EVALUATION RATINGS FOR RELEVANT EXPERIENCE PAST PERFORMANCE SUBMISSIONS

Each Past Performance Relevant Experience Form or PPIRS/CPAR submitted will be scored as either Positive or Negative:

1. POSITIVE = Any overall Service Channel Project performance rating equal to or greater than a Satisfactory, including Very Good and Excellent. Maximum points are earned for each Positive past performance assessment.

2. NEGATIVE = Any overall Service Channel Project performance rating less than a Satisfactory, including Marginal and Unsatisfactory. No points are earned for each Negative past performance assessment.

The overall performance rating will be considered Positive where half or more of the rating elements on a Project receive a Satisfactory or greater rating, and will be considered Negative where less than half of the rating elements receive a Satisfactory or greater rating.

M.4.2.2 POINTS ASSIGNED TO RELEVANT EXPERIENCE PAST PERFORMANCE

Each past performance assessment will be scored as Positive or Negative. Past performance projects receiving a positive rating will earn the maximum points available based on the total number of past performance assessments submitted. Zero points will be earned for a negative rating.

If the Offeror is submitting less than 25 Projects, or a past performance assessment is unable to be obtained for a submitted Project, the per project point values will be adjusted for the remaining projects so that the 600 maximum points for a Service Channel can be obtained with the available past performance assessments.

A total of 4200 points (600 points per Service Channel) are designated to this Past Performance evaluation factor, regardless of the number of past performance assessments received. The points available per assessment are dependent upon the number of assessments received (or otherwise available) in the respective Service Channel. For example, if 3 assessments are received in a Service Channel that allows for 3 references, each assessment will be worth 200 points. If only two assessments are received, each assessment will be worth 300 points.

Service Channel	**Max Points Available**	**Maximum References**
1- Application Management and Development (PLATFORM)	600	6
2 - Business Solutions Delivery (NON-PLATFORM)	600	3
3 - IT Infrastructure and Operations Management	600	2
4 - Information Security	600	3
5 - Data Management	600	6
6 - IT Governance	600	3
7 - Technology Business Management	600	2

M.4.3 VOLUME 4 - CERTIFICATIONS/CMMI APPRAISAL

If the Offeror chooses to submit Certifications or CMMI appraisals, the Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.3.

Offerors (or JV members) who have Certifications and/or are CMMI appraised will receive additional points.

All Certifications/CMMI appraisal are not minimum or mandatory requirements; however, Offerors who have Certifications in place are considered more favorably.

Certifications/CMMI appraisal with multiple levels are not cumulative and shall only receive points for the highest level achieved, e.g., if the offeror has CMMI Level 3 they can only claim points for Level 3, not both Level 2 and 3.

M.4.4 VOLUME 5 - RISK ASSESSMENT

M.4.4.1 NUMBER OF SERVICE CHANNELS COVERED

Prime Offerors (or JV members) who cover multiple Service Channels per Section L.3.5.1 will receive additional points. Covering multiple Service Channels is not a minimum or mandatory requirement for Prime Offerors; however, Prime Offerors who cover multiple Service Channels are considered more favorably. To obtain the additional points, the Relevant Experience Project must cover and obtain points under Volume 2 for a minimum of 25% of the listed scoring elements for the claimed Service Channel.

Service Channel Coverage is not cumulative and the Prime Offeror can only receive points for the highest number of Service Channels covered. For example, if the Prime Offeror covers relevant experience in 5 or more Service Channels, they can claim and will receive 1,000 points. They cannot claim and will not receive the 500 points allocated for covering relevant experience in 3 to 4 Service Channels.

M.4.4.2 EXPERIENCE WITH MULTIPLE-AWARD CONTRACTS

Prime Offerors (or JV members) with experience with Multiple-Award contracts per Section L.3.5.2 will receive additional points. Experience with multiple-award contracts is not a minimum or mandatory requirement for Prime Offerors; however, Prime Offerors with Multiple-Award contract experience are considered more favorably.

M.4.4.3 SMALL BUSINESS PARTICIPATION

Offerors who meet or exceed the Small Business Participation Goals per Section L.3.5.3 will receive additional points. Meeting or exceeding the Small Business Participation Goals is not a minimum or mandatory requirement for Offerors; however, Offerors who meet or exceed the goals are rated more favorably.

M.5 VOLUME 6 - PRICE

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with Section L.3.

The Offerors' price proposal will be used to determine whether the fully burdened Maximum Rates proposed for each labor category are fair and reasonable in order to establish maximum

rates for Time and Material/Labor Hour contract types in accordance with Section B Labor Categories. For proposed labor rates, the basis of fair and reasonableness will be based on adequate competition, and comparison to current or recent rates for same or similar services.

Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make award based on initial proposals without discussions.

An offer may also be rejected if any one or more required submittals is missing or incomplete on the Pricing Worksheet or if the Government determines the lack of balanced pricing poses an unacceptable risk to the Government.

52.217-5 EVALUATION OF OPTIONS. (JUL 1990)