

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 27			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SECHQ1-06-R-0177			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Sandy Wright		b. TELEPHONE NUMBER (No collect calls) (202) 551-7312		8. OFFER DUE DATE/ LOCAL TIME: August 24, 2006 2:00 Local Time		
9. ISSUED BY U. S. Securities and Exchange Commission Procurement and Contracts Branch 6432 General Green Way, Mail Stop 0-20 Alexandria, VA 22312 POC: Sandy Wright (202) 551-7312 Email: wrights@sec.gov				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUS. <input type="checkbox"/> S(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				12. DISCOUNT TERMS		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
				15. DELIVER TO U.S. Securities and Exchange Commission Attn: 100 F Street, NE, Washington, DC 20549		16. ADMINISTERED BY See block #9		CODE	
				17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Securities and Exchange Commission Office of the Comptroller 6432 General Green Way, Mail Stop 0-3 Alexandria, VA 22312	
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
		See Page 2, Supplies or Services and Price/Cost (Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. [] ARE [] ARE NOT ATTACHED [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED, ADDENDA [] ARE [] ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER [] DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER Sandy Wright		31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER			
				PARTIAL		FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL			
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)					
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

SUPPLIES OR SERVICES AND PRICES/COSTS

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>Price</u>
0001	Investment Advisers/ Broker-Dealer Study	\$
TOTAL AMOUNT		<u>\$TBD</u>

STATEMENT OF WORK

1.0 SCOPE

The Securities and Exchange Commission (“SEC”) requires a Contractor, who will be subject to the oversight of the Technical Point of Contact (TPOC), to consult with specified SEC staff members (“Staff”) to undertake a study that will involve collecting, categorizing, and analyzing empirical data regarding the marketing, sale and delivery of financial products, accounts, programs and services offered to individual investors by broker-dealers and investment advisers (“Study”).

The data to be gathered will include, among other things:

- the types of financial products, accounts, programs and services provided to individual investors by broker-dealers and investment advisers;
- the titles and other marketing used by these investment professionals;
- the fees and costs of financial products, accounts, programs and services to individual investors;
- the compensation received by broker-dealers, investment advisers and their associated persons from other sources for offering financial products, accounts, programs and services to individual investors;
- the extent, nature, and timing of the disclosures provided to individual investors regarding financial products, accounts, programs and services, including any descriptions of conflicts of interest and duties owed to investors; and
- the perceptions of individual investors regarding the financial products, accounts, programs and services provided by broker-dealers and investment advisers and the duties and obligations they are owed.

The investment professionals to be studied will be investment advisers and their associated persons subject to the provisions of the Investment Advisers Act of 1940 (“Advisers Act”) and broker-dealers and their associated persons subject to the provisions of the Securities Exchange Act of 1934 (“Exchange Act”) and the rules of securities industry self-regulatory organizations (“SROs”).

Once the data is collected, it will be evaluated by the Contractor, in consultation with the Staff, and the findings will be summarized in a report, acceptable to the TPOC, to the Commission prepared by the Contractor. The findings are intended to be used by the Commission as factual background for evaluating the current legal and regulatory environment for the provision of financial products, accounts, programs and services to individual investors by broker-dealers and investment advisers and for determining, consistent with the Commission’s investor protection mission, the most effective legal and regulatory approach to regulating investment professionals in today’s marketplace.

1.1 Background. On April 12, 2005, the SEC promulgated a rule (“Rule”) that, among other things, permitted a broker-dealer to offer fee-based brokerage accounts without being required to register as an investment adviser under certain circumstances. The complete text of the release appears on the SEC’s website at <http://www.sec.gov/rules/final/34-51523.pdf>. In the release, the Commission recognized that the rulemaking raised a number of important issues, implicating policy concerns well beyond the scope of the rulemaking, and suggested consideration of a study to compare the levels of protection afforded individual customers of financial service providers under the Exchange Act and the Advisers Act so that the Commission could be better informed in considering how to address any investor protection concerns arising from material differences between the two regulatory regimes.

1.2.2 During the rule proposal comment process, the SEC conducted research on the effectiveness of certain proposed disclosures through focus groups and in-depth investor interviews. A report summarizing the SEC’s focus group interviews is available at <http://www.sec.gov/rules/proposed/s72599/focusgrp031005.pdf>. Overall, the focus group research was of great interest to the Commission, and has encouraged the Commission to seek this expanded study of the understanding among investors of the similarities and differences between brokerage and advisory accounts, the legal obligations attached to each type of account, and the significance of the titles and other marketing used by investment professionals.

2.0 OVERVIEW

2.1 The core objectives of the Study are to:

- Identify the financial products, accounts, programs and services, including advisory services such as, for example, financial planning and discretionary asset management, provided to individual investors by broker-dealers and investment advisers, and the context in which they are provided;
- Learn how these products, accounts, programs and services are marketed to individual investors;
- Determine the fees and costs paid by individual investors for the products, accounts, programs and services provided;
- Determine how and from what other sources broker-dealers, investment advisers and their associated persons are compensated for the different financial products, accounts, programs and services they offer to individual investors;
- Identify the information provided to individual investors, whether orally, in sales literature, required statements, or in account agreements, regarding the products, accounts, programs and services provided, including the nature of the responsibilities that the broker-dealer or investment adviser owes to the investor and any contractual limitations on those responsibilities;
- Evaluate individual investors’ understanding of the marketing and other information provided to them regarding financial products, accounts, programs and services; and
- Evaluate individual investors’ expectations regarding the obligations owed to them by the investment professional who provided the financial products, accounts, programs and services.

2.2 To accomplish the Study’s core objectives, the Contractor should undertake the following tasks, all of which will be subject to the direction and oversight of the TPOC.

Task 1: Interview Interested Parties. The Contractor shall, after consulting with the Staff to determine the scope and objectives of the interviews and subject to the TPOC’s approval, conduct interviews of interested parties to obtain their views on the issues to be addressed in the Study. Interested parties would include, but are not limited to, industry groups, regulators, including SROs, and investor advocates.

Task 2: Learn Current Industry Practices. The Contractor shall, after consulting with the Staff and the TPOC to determine appropriate areas of inquiry, learn about current industry practices regarding the marketing, sale and delivery of financial products, accounts, programs and services to individual investors by broker-dealers and investment advisers, including

- the marketing and advertising of such products, accounts, programs and services;
- the titles used by investment professionals;
- the communications and disclosures, oral or written, used in connection with the offer of such products, accounts, programs and services;
- the fees and costs of such products, accounts, programs and services;
- the compensation received by broker-dealers and investment advisers from other sources for the different products, accounts, programs and services they offer to individual investors;
- the training and qualifications of associated persons of broker-dealers and investment advisers relating to the marketing, sale and delivery of financial products, accounts, programs and services to individual investors; and
- the supervisory and compliance systems and management structures within brokerage and advisory firms.

The Contractor, in consultation with the Staff and the TPOC, shall survey current practices by:

- (i) conducting an extensive search of relevant economic and business literature;
- (ii) collecting relevant business documents, including, but not limited to:
 - sales material provided by firms for use by investment professionals, including materials provided to individual investors;
 - contracts and agreements by and between investment professionals and other parties (to illuminate, e.g., incentive compensation structures);
 - disclosure documents provided to individual investors;
 - sales material targeted at investment professionals;
 - account statements; and
 - other pertinent books and records;
- (iii) determining whether and how pertinent information concerning the disclosures made to investors by broker-dealers and investment advisers about the financial products, accounts, programs and services they provide and the duties and obligations they owe investors might be derived from sources such as petitions, answers, orders, decisions, opinions, awards and judgments from enforcement actions, private litigation, and arbitrations, and, to the extent that the Contractor determines after consulting with the Staff and the TPOC that doing so would be feasible, useful, and cost-effective in the context of this project, collecting such information; and
- (iv) conducting interviews of broker-dealers, investment advisers and their respective associated persons.

Task 3: Talk to Investors. The Contractor shall, after consulting with the Staff and the TPOC as to appropriate areas of inquiry, conduct focus group interviews of individual investors to evaluate the expectations of and information that would be useful to investors with respect to the particular types of financial products, accounts, programs, services and investment professionals that they utilize, as well as their understanding of

- the marketing of such financial products, accounts, programs and services;
- the nature of the products, accounts, programs and services;
- the fees and costs of the products, accounts, programs and services;

- the disclosures received, including any limitations of duties;
- the titles and other marketing used; and
- the obligations owed them by the investment professional providing the products, accounts, programs and services.

Task 4: Prepare Interview Summaries. The Contractor shall provide the Staff and the TPOC with detailed summaries of the information obtained through interviews of interested parties, broker-dealers and investment advisers, and investor focus groups as outlined in Tasks 1, 2 and 3.

Task 5: Other Necessary Steps. The Contractor shall, as approved by the TPOC, take any other steps or undertake any other tasks necessary or appropriate to complete the Study.

Task 6: Prepare Final Report. The Contractor shall prepare a report to the Commission, acceptable to the TPOC, summarizing its findings regarding the data collected.

3.0 REQUIREMENTS

3.1 The Contractor shall have a proven track record of producing high quality, unbiased, qualitative and quantitative research. The Contractor shall be knowledgeable in all relevant and necessary respects about the financial products, accounts, programs and services provided to individual investors by broker-dealers and investment advisers as well as the objectives of this project, either through internal expertise or through association with independent experts in the topic areas, including leading academics.

3.2 Requirement 1: Startup Meeting. The Contractor shall meet with the Staff and the TPOC so that SEC representatives may brief the Contractor on the issues relevant to the Study and provide background materials. Under the supervision of the TPOC, the Contractor, in consultation with the Staff, shall compile a list of the tasks to be performed in carrying out the Study (Deliverable 1). The TPOC will also supervise the Contractor in identifying the types of products, accounts, programs and services, and the types of individual investors and accounts, that will be the subjects of the Study (Deliverable 2). These deliverables will be submitted to, and subject to the review and approval of, the TPOC.

3.3 Requirement 2: Issues for Interested Parties. The Contractor, in consultation with the Staff, shall compile a list of the interested parties to be interviewed in connection with Task 1 (Deliverable 3) and a list of the topics and questions (“Interview Guide for Interested Parties”) (Deliverable 4) to be used in the interviews. These deliverables will be submitted to, and subject to the review and approval of, the TPOC.

3.4 Requirement 3: Issues for Broker-Dealers and Investment Advisers. The Contractor, in consultation with the Staff, shall compile a list of the broker-dealers and investment advisers to be interviewed in connection with Task 2 (Deliverable 5) and a list of the topics and questions (“Interview Guide for Firms”) to be used in the interviews (Deliverable 6). The Contractor, in consultation with the Staff, shall also identify the marketing materials, written communications, and other relevant business documents it intends to obtain and examine (Deliverable 7). These deliverables will be submitted to, and subject to the review and approval of, the TPOC.

3.5 Requirement 4: Issues for Investors. After consulting with the Staff, the Contractor shall prepare a description of the focus groups of individual investors to be interviewed in connection with Task 3 (Deliverable 8), and a list of the topics and questions (“Interview Guide for Focus Groups”) to be used in the focus group interviews (Deliverable 9). The Contractor shall also identify a list of the marketing materials, written

communications, and other relevant business documents it intends to use in the focus group interviews (Deliverable 10). These deliverables will be submitted to, and subject to the review and approval of, the TPOC.

3.6 Requirement 5: Reports. The Contractor shall prepare and provide to the Staff and the TPOC detailed summaries of the interviews with interested parties, broker-dealers and investment advisers, and investor focus groups as they occur (Deliverables 11, 12 and 13). The Contractor will prepare a report to the Commission, acceptable to the TPOC, summarizing and evaluating the data collected (Deliverable 14).

3.7 Conflicts of Interest. Certain entities are ineligible to be selected as Contractor or subcontractors, including: (a) any participant in the litigation against the SEC brought by the Financial Planning Association (FPA v. SEC, Nos. 04-1242, 05-1145 (D.C. Cir.)); (b) PCAOB-registered firms; and (c) any investment adviser, broker-dealer or self-regulatory organization. Employees and associated persons of such entities are also ineligible, as is any person excluded by statute, regulation or rule from selection, such as an SEC employee. Nor, in the opinion of the Contracting Officer, shall the Contractor or its subcontractors: (1) appear to have prejudged either the conclusions of this empirical study or the answers to the larger question of the most effective legal and regulatory approach to regulating investment professionals in today's marketplace; or (2) present other circumstances that cause the Contracting Officer to question the Contractor's or subcontractor's impartiality, such as a material conflict of interest. During contract performance, the Contractor and/or subcontractor shall submit for the Contracting Officer's review any materials that may bear on that determination, including information relating to employment by, representation of, or consulting engagements with any ineligible person within the past three years, updates to any information submitted as part of the Conflict of Interest Certification (Section 5(e) in the original Proposal submission), or such other information as the Contracting Officer may reasonably require .

3.8 When working with others within and outside the Commission, the Contractor shall represent that it is working solely in an advisory capacity to the Commission, that it is not an agent or employee of the Commission and that it has no authority to bind or commit the Commission, financially or otherwise. The Contractor is not to perform any inherently governmental functions. It is intended that the work under the contract will not require relatively continuous supervision by any person in the Commission, is otherwise non-personal in nature, and will not in any way constitute an employer-employee relationship. The Contractor will not supervise any Commission employee in his or her work.

PACKAGING AND MARKING

The Contractor shall use Standard Best Commercial Practices for all required packing and marking.

INSPECTION AND ACCEPTANCE

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

Inspection of services shall be performed at 100 F Street, N.E., Washington, DC, by the SEC Technical Point of Contact.

DELIVERIES OR PERFORMANCE

1. Performance shall be per the Statement of Work for this contract.

2. Delivery Schedule. The Contractor shall deliver to the TPOC both a hard copy (paper) and soft copy (electronic media) of deliverables. The soft copy shall be transmitted via e-mail. All deliverables shall be compatible with the Microsoft Office 2000 Suite.

3. Table of Deliverables.

Section	Deliverables	Schedule
3.2	Draft List of Tasks to be Performed in Carrying Out the Study	Start Up Meeting - 7 days after contract award
3.2	Draft Schedule of Deliverables & Other Tasks	Start Up Meeting - 7 days after contract award
3.2	Final List of Tasks to be Performed in Carrying Out the Study (Deliverable 1) and Final Schedule of Deliverables & Other Tasks	Within 45 days after Start Up Meeting
3.2	List of Subjects of the Study (Deliverable 2)	Within 45 days after Start Up Meeting
3.3	List of Interested Parties to be Interviewed (Deliverable 3)	Per Final Schedule of Deliverables & Other Tasks
3.3	Interview Guide for Interested Parties (Deliverable 4)	Per Final Schedule of Deliverables & Other Tasks
3.4	List of BD/IAs to be Interviewed (Deliverable 5)	Per Final Schedule of Deliverables & Other Tasks
3.4	Interview Guide for Firms (Deliverable 6)	Per Final Schedule of Deliverables & Other Tasks
3.4	List of marketing materials, written communications and other relevant business documents to be obtained and examined (Deliverable 7)	Per Final Schedule of Deliverables & Other Tasks
3.5	Description of Focus Groups of Individual Investors to be Interviewed (Deliverable 8)	Per Final Schedule of Deliverables & Other Tasks
3.5	Interview Guide For Focus Groups (Deliverable 9)	Per Final Schedule of Deliverables & Other Tasks
3.5	List of marketing materials, written communications and other relevant business documents to be used in Focus Group Interviews (Deliverable 10)	Per Final Schedule of Deliverables & Other Tasks
3.6	Interview Summaries (Interested Parties) (Deliverable 11)	Per Final Schedule of Deliverables & Other Tasks
3.6	Interview Summaries (BD/IAs) (Deliverable 12)	Per Final Schedule of Deliverables & Other Tasks
3.6	Interview Summaries (Focus Groups of Individual Investors) (Deliverable 13)	Per Final Schedule of Deliverables & Other Tasks
3.6	Final Report (Deliverable 14)	Per Final Schedule of Deliverables & Other Tasks

CONTRACT ADMINISTRATION DATA

This contract will be administered by the procurement and contracts branch of the Securities and Exchange Commission. All inquiries should be directed to the Contracting Officer at the following address:

U.S. Securities and Exchange Commission
Procurement and Contracts Branch
Attn: Sandy Wright, Contracting Officer
Tel: (202) 551-7312
Email: wrights@sec.gov
Room 1300/Stop 0-20
6432 General Green Way
Alexandria, VA 22312-2413

SEC TECHNICAL POINT OF CONTACT

TBD is hereby designated the Technical Point Of Contact (TPOC) who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance of deliverables. The TPOC is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the SEC. The TPOC does not have the authority to alter the contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification shall be issued in writing and signed by the Contracting Officer.

OUTSIDE EXPERTS

The SEC may consult with experts outside of the Commission, such as leading academics, to provide input to the Staff and the TPOC in the performance of their functions under this contract.

SUBMISSION OF INVOICES

(a) "Invoices" as used in this clause does not include Contractor's requests for progress payments.

(b) The Contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award in Block 18a of the Standard Form unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order

(c) In addition to the requirements of the Prompt Payment clause of this contract, the Contractor shall cite on each invoice the contract line item number (CLIN) or the contract subline item number (SLIN).

(d) The Contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
- a consolidated invoice covering all shipments delivered under an individual order.
- either of the above.

INVOICING ADDRESS

With reference to paragraph (b) of the above provision, "Submission of Invoices (Fixed Price)", the Contractor shall submit invoices to the address in Block 18a of the contract award form (SF1449).

CONTRACT CLAUSES

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

<http://www.arnet.gov/far>

52.212-1 Instructions to Offerors—Commercial Items (JAN 2006)

ADDITIONAL INSTRUCTIONS

1. PREPARATION OF PROPOSALS. Offerors shall submit **one original and five copies of the Technical Proposal and one original and one copy of the Business Proposal** containing the information set forth below. The Business Proposal containing pricing shall be submitted in a separate volume from the Technical Proposal. The Technical and Business Proposals shall be separate and complete so that evaluation of one may be accomplished independently of the other. Offerors shall also provide a copy of the Technical Proposal and Business Proposals on disk in Microsoft Office compatible software.

The Government anticipates awarding a contract to the Offeror whose proposal represents the “best value” to the Government, price and other factors considered.

2. PROPOSAL DELIVERY ADDRESS. Technical and Business Proposals shall be delivered either by US mail, Federal Express, or courier, no later than the date and time specified in block 8 of the RFP, to the following:

U.S. Securities and Exchange Commission
6432 General Green Way, MS-20
Attn: Sandy Wright, Contracting Officer
Alexandria, VA 22312

3. PROPOSAL QUESTIONS. All questions concerning this RFP shall be submitted in writing via e-mail to Sandy Wright at wrights@sec.gov **and** Joanie Newhart at newhartj@sec.gov , no later than August 10, 2006, at 2:00 p.m. Questions will not be answered orally.

4. TECHNICAL PROPOSAL

- a) Technical Proposals shall address the requirements of the RFP and the evaluation factors presented in this RFP in a straightforward, complete and concise manner.
- b) The Offeror shall demonstrate its ability to comply with each requirement and explain how such compliance is achieved. Statements such as, “the Offeror understands,” or “the Offeror will comply” and statements that paraphrase the Statement of Work or other contract requirements are inadequate.
- c) The Technical Proposal shall not refer to cost. However, information concerning resources such as labor hours and category, materials and subcontracts shall be included so that the Government can evaluate the Offeror’s understanding of the scope of the required work.

d) The Offeror shall flow down all relevant clauses in this contract, including anything concerning Conflict of Interest, to its subcontractors.

e) The Technical Proposal shall be divided into the following sections:

Section 1: Technical Capability. This section is limited to 40 pages total. The Offeror shall describe in complete detail its plan for meeting the requirements of the Statement of Work including, but not limited to, the following:

a) Planned Approach

1. Start up. Describe your approach for contract start-up and provide a timeline to begin contract performance by ensuring the necessary staffing, materials and management systems, etc. are in place. Any unique challenges related to accomplishing the startup operation within the established timeframes should be identified and the Contractor's recommendation for resolving these challenges should also be provided.

2. Study. The Offeror shall provide its planned approach to the upcoming Investment Adviser/Broker Dealer Study and the methodology by which it plans to provide such services (e.g., subcontract, teaming, etc.).

3. Management. Provide an organizational chart depicting the layout of the management structure, including the identification of key personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement.

4. Subcontracting. Discuss the functions that will be subcontracted (if any), and illustrate how you will recruit and retain qualified subcontractors and manage their performance.

b) Quality Control and Schedule

1. Quality System – Discuss how your company has monitored contract performance for projects of similar size and ensured consistent compliance with specification requirements.

2. Corrective Action – Discuss your company's procedures for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable to the customer.

3. Discuss prevention of potential day to day operations issues and suggested resolution.

Section 2: Personnel Qualifications. The Offeror shall demonstrate that it shall provide key personnel (i.e., Project Manager, Supervisor(s), and other individuals performing critical roles on this contract) with qualifications that are relevant and comparable to the requirements set forth in this Solicitation. Resumes shall be provided for all key personnel (including subcontractors, if any) being proposed to work on the contract. Resumes are limited to three (3) pages each. The Project Manager and Supervisor resumes shall identify the following:

- General Description of experience on other projects/studies of a similar scope and nature.

- References for work described above including contact name, phone number and scope of operation. By submitting this information, the individuals give permission for the SEC to contact these references, should it desire to do so.

Section 3: Corporate Experience. Offeror shall discuss their corporate experience with providing services similar in size and scope to the SEC's requirements within the past three years. Please specify the following:

1. Company Operations:
 - History of company
 - Company contact person, address, telephone, e-mail address
 - Company web page address
2. Current Company Workforce:
 - Number of full-time management staff
 - Average years of experience of the management staff.
 - Average number of full-time or part-time working supervisors utilized during your company's operations in the last two years. These working supervisors must be employees that the Offeror has employed for a minimum of one year as a permanent full-time or permanent part-time employees
 - Average number of full-time or part-time staff utilized for various studies in the last three years

Section 4: Past Performance. To demonstrate its ability to perform successfully, the Offeror shall submit the information requested below for at least three (3) current or past contracts performed (commercial or federal) within the past three years to demonstrate that the Offeror has successfully performed similar work for a project of similar size and scope. Offerors shall also provide a complete list of contracts terminated before the contract expired. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key supervisory personnel responsible for the majority of the study.

- 1) Name of company and type of client (commercial or federal)
- 2) Contract Number
- 3) Contract type (for example, cost reimbursement, labor hours, fixed price)
- 4) Date of contract start and expiration
- 5) Total contract value and total dollar amount by year
- 6) Description of the contract work
- 7) Identify client's name, telephone number, and client's Contracting Officer and COTR or the telephone number and e-mail address (if available) of a similar representative
- 8) List of all disputes associated with the contract
- 9) List of options that were not exercised and reason(s) why they were not exercised
- 10) Teaming arrangement information (if any)
- 11) Problems encountered and how they were resolved.

5. BUSINESS PROPOSAL

The Business Proposal shall include:

- a) A completed and signed solicitation document with the contractor's Tax Payer Identification number (TIN) and DUNS number typed into block 17a.
- b) All the pricing information requested in the Supplies or Services and Prices/Costs Section along with a separate page itemizing the price.
- c) Information regarding the financial ability of the Offeror and its subcontractor(s) to fulfill the requirements of the contract.
- d) The Offeror must also be registered in the Central Contractor Registration (ccr.gov) to be eligible for award.
- e) Conflict of Interest Certification – As part of its review, the SEC will consider each Offeror and proposed subcontractor for actual or potential conflicts of interest between the Offeror/subcontractor and the SEC's regulatory mission. Should actual or potential conflicts impair the prospect of successful work by the Offeror, or acceptance of its work under this contract, the Offeror may not be eligible for award. Certain entities are ineligible to be selected as Contractor or subcontractors, including: (a) any participant in the litigation against the SEC brought by the Financial Planning Association (FPA v. SEC, Nos. 04-1242, 05-1145 (D.C. Cir.)); (b) PCAOB-registered firms; and (c) any investment adviser, broker-dealer or self-regulatory organization. Employees and associated persons of such entities are also ineligible, as is any person excluded by statute, regulation or rule from selection, such as an SEC employee. Nor, in the opinion of the Contracting Officer, shall the Offeror or its subcontractors: (1) appear to have prejudged either the conclusions of this empirical study or the answers to the larger question of the most effective legal and regulatory approach to regulating investment professionals in today's marketplace; or (2) present other circumstances that cause the Contracting Officer to question the Offeror's or subcontractor's impartiality, such as a material conflict of interest. The Offeror shall submit for the Contracting Officer's review any materials that may bear on that determination, including information relating to employment by, representation of, or consulting engagements with any ineligible person within the past three years. The Offeror shall also identify in detail any actual or potential conflicts of which it is aware for the cognizant business unit of its firm that is proposed to work on this contract, the employees proposed to work on the contract, and any subcontractors and their employees proposed to assist in the work, and describe how it proposes to manage those conflicts. For any employment, representation, or consulting engagement identified as an actual or potential conflict, the Offeror is asked to include in the information it provides about that conflict the total dollar amount of that employment, representation, or engagement, as well as the percentage of the revenues of the Offeror or subcontractor and of the cognizant business unit that such amount represented, or to explain why those details cannot be provided. The SEC may in its discretion also request that an Offeror submit other information relevant to the determinations set forth in this paragraph.

If any of the information provided in this section is non-public or confidential, each Offeror may request confidential treatment by the Commission pursuant to the procedures set forth at 17 C.F.R. § 200.83.

The Business Proposal shall have the following characteristics:

- a) Completion of the Offeror Representations and Certifications as required in 52.212-3 of this solicitation.

- b) The Business Proposal shall be complete and accurate in all respects and provide all pricing data to demonstrate Offeror's ability to satisfactorily perform the work called for by this RFP.
- c) The Business Proposal must be aligned with the Offeror's Technical Proposal to permit the Government to perform a complete evaluation of the proposed price.
- d) The Business Proposal shall contain the Contractor's proforma expenditure budget and cost of providing staffing for the contract.

52.212-2 Evaluation—Commercial Items (JAN 1999)

EVALUATION OF PROPOSALS

- (a) The Government reserves the right to award the contract based on initial proposals received, without discussions or negotiations of such proposals. Therefore, it is critical that each proposal be fully responsive to the RFP, without exception to any provision. The Government anticipates awarding a contract to the Offeror whose proposal represents the "best value" to the Government, price and other factors considered. The Contracting Officer may consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror when in the best interest of the Government. The Government reserves the right to make no award pursuant to this solicitation. The SEC may consult with experts outside of the Commission, such as leading academics, to provide input to the Staff and the TPOC in the performance of their functions under the contract.
- (b) To be accepted and eligible for evaluation, proposals must be prepared in accordance with, and must comply with, the instructions provided in this solicitation document and must meet all the solicitation requirements.
- (c) For the Technical Proposal, Section 1, Technical Capability, and Section 2, Personnel Qualifications, are of equal importance. Section 3, Corporate Experience, and Section 4, Past Performance, are of equal importance, but are less important than Sections 1 and 2.
- (d) Technical factors when combined are considered to be more important than price factors combined; however, the importance of price will increase as the technical merit of the proposals becomes more equal.

TECHNICAL EVALUATION FACTORS FOR AWARD

The SEC will evaluate proposals based on the following technical factors, which are in descending order of importance as stated in EVALUATION OF PROPOSALS, Paragraph (c) above:

Section 1: Technical Capability. The SEC will evaluate the degree to which the Offeror's proposal demonstrates an understanding of and meets the overall technical requirements.

Section 2: Personnel Qualifications. The SEC will evaluate whether proposed personnel have the ability to satisfactorily perform the requirements of the solicitation.

Section 3: Corporate Experience. The SEC will evaluate the Offeror's corporate experience in performing requirements that are similar in scope and size to the SEC's requirements.

Section 4: Past Performance. The SEC will evaluate the Offeror’s past performance information for contracts that are similar in size and scope to the Government’s requirements, in evaluating the Offeror’s ability to conform to contract requirements, adhere to contract schedules, and commitment to customer satisfaction.

PRICE EVALUATION FACTORS FOR AWARD

The SEC will evaluate proposals based on the following price factors, which are of equal importance:

1. The reasonableness and fairness of the Offeror’s proposed prices to the Government; and
2. Whether the proposed proforma fees and costs are realistic when combined with the technical approach.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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.

“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.

“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.

(b) *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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 Name _____.
 TIN _____.

(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 o is, o 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 o is, o 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 o is, o 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, for general statistical purposes, that it o is, o 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 o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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 o is a women-owned business concern.

(7) *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:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51–100 | <input type="checkbox"/> \$1,000,001–\$2 million |
| <input type="checkbox"/> 101–250 | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500 | <input type="checkbox"/> \$3,500,001–\$5 million |
| <input type="checkbox"/> 501–750 | <input type="checkbox"/> \$5,000,001–\$10 million |
| <input type="checkbox"/> 751–1,000 | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, or has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(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, or 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, or is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the 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, or has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

(i) It has developed and has on file, or 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 \$100,000.) 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.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore 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 Act—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.

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 Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. 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 Act—Free Trade Agreements—Israeli Trade Act”:
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. 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 Act—Free Trade Agreements—Israeli Trade Act”:
Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *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)(4)(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 Act. 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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (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; and

(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, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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 End Product 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)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) 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 on ORCA.]

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.212-4 Contract Terms and Conditions- Commercial Items (SEPT 2005)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (FEB 2006)

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- __ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- __ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (4) [Reserved]
- __ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-6.
- __ (iii) Alternate II (Mar 2004) of 52.219-6.
- __ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.
- __ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- __ (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- __ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __ (ii) Alternate I (June 2003) of 52.219-23.
- __ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- __ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- __ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- __ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- __ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- __ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- __ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- __ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- __ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- __ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- __ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- __ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- __ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- __ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- __ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- __ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

- __ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(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 paragraphs (i) through (vii) 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) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 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)

52.217-8 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 before the end of the current option year.

The Offeror shall flow down all relevant clauses in this contract, including anything concerning Conflict of Interest, to its subcontractors.

A Non-Disclosure Agreement – Contractor (Attachment (1)) shall be completed by the Contractor and all subcontractors. A Non-Disclosure Agreement – Employee (Attachment (2)) shall be completed by all Contractor employees and subcontractor employees.

LIST OF ATTACHMENTS AND EXHIBITS

(1) Non-Disclosure Agreement – Contractor

(2) Non-Disclosure Agreement – Employee

NON-DISCLOSURE AGREEMENT (CONTRACTOR)

A. Intending to be legally bound, [*INSERT CONTRACTOR NAME*] (the “Contractor”) hereby accepts the obligations contained in this Agreement in consideration of being granted conditional access to SEC confidential and non-public information. For purposes of this Agreement, “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. This definition applies to confidential or non-public information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of confidential or non-public information include corporate financial data provided to the SEC that has not been made public; SEC planned or contemplated courses of action regarding SEC examinations, investigations, and enforcement actions; and SEC personnel information covered by the Privacy Act, 5 U.S.C. § 552a.

B. The Contractor acknowledges that any conditional access to SEC confidential and non-public information is granted to Contractor for the sole purpose of performing its obligations under SEC Contract [*INSERT CONTRACT NUMBER*] (the “underlying Contract”). This Agreement does not grant Contractor access to information or materials that the SEC determines in its sole discretion is inappropriate for disclosure to Contractor.

C. Contractor acknowledges that the SEC Regulation Concerning Conduct of Members and Employees and Former Members and Employees of the Commission expressly prohibits the improper use and unauthorized disclosure of confidential or non-public information or documents. See 17 C.F.R. § 200.735-3(b)(1) & (b)(7) available at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=17:2.0.1.1.1&idno=17#17:2.0.1.1.1.13.3.3>. Contractor, for itself and its employees, agents, and subcontractors, agrees to be bound by the prohibitions of § 200.735-3(b)(1) & (b)(7) and the terms set forth herein. Contractor, for itself and its employees, agents, and subcontractors, agrees not to disclose to any unauthorized person any confidential or non-public documents or information to which Contractor or its employees, agents, or subcontractors have access in the performance of duties under the underlying Contract.

D. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(1), the Contractor, for itself and its employees, agents, and subcontractors, agrees not to engage, directly or indirectly, in any personal business transaction or private arrangement for personal profit the opportunity for which arises because of performance under the Contract, or that is based upon confidential or non-public information which the Contractor and its employees, agents, and subcontractors gain in the course of performance under the Contract.

E. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(7)(i), the Contractor, for itself and its employees, agents, and subcontractors, agrees not to disclose to any unauthorized person or release in advance of authorization for its release, any confidential or non-public document or information : (1) protected from disclosure under 5 U.S.C. §§ 552, 552a, and 552b or any rules or regulations of the SEC; or (2) in circumstances where the SEC has determined to accord such information confidential treatment, unless the SEC authorizes the disclosure of such information as provided for under 17 C.F.R. § 200.735-3(b)(7)(ii). Confidential and non-public information shall be shared with authorized persons only on a need-to-know basis.

F. For purposes of this Agreement, an "unauthorized person" is anyone other than (1) an officer or employee of the SEC, (2) an employee of the Contractor who has executed a non-disclosure agreement with the SEC under the Contract, (3) an employee of a subcontractor of the Contractor who has executed a non-disclosure agreement with the SEC under the Contract, and whose employer advises Contractor as such, or (4) any individual that the Contracting Officer expressly designates as a person authorized to receive the confidential or non-public information at issue.

G. Contractor acknowledges that other federal laws and regulations, including but not limited to the following, may also prohibit the disclosure of confidential and non-public information received pursuant to the Contract: the Government Trade Secrets Act (18 U.S.C. § 1905) (available at http://assembler.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00001905----000-.html); 18 U.S.C. § 641 (theft of public property or records) (available at http://www.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00000641----000-.html); Rule 122 (17 C.F.R. § 230.122) under the Securities Act of 1933 (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqr/17cfr230.120.htm); Section 24(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78x) (available at <http://www.sec.gov/about/laws/sea34.pdf>) and Rules 0-4 (17 C.F.R. § 240.0-4) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqr/17cfr240.0-4.htm), 10b-5 (17 C.F.R. § 240.10b-5) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqr/17cfr240.10b-5.htm), and 24b-2 (17 C.F.R. § 240.24b-2) (available at http://a257.g.akamaitech.net/7/257/2422/12feb20041500/edocket.access.gpo.gov/cfr_2004/aprqr/pdf/17cfr240.24b-2.pdf, thereunder; Section 22(c) of the Public Utility Holding Company Act of 1935 (15 U.S.C. § 79y) (available at <http://www.sec.gov/about/laws/puhca35.pdf>) and Rule 104 thereunder (17 C.F.R. § 250.104) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqr/17cfr250.104.htm); Section 45(a) of the Investment Company Act (15 U.S.C. § 80a-44) (available at <http://www.sec.gov/about/laws/ica40.pdf>); and Section 210(b) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-10) (available at <http://www.sec.gov/about/laws/iaa40.pdf>). Contractor is aware of such laws and regulations and agrees to comply with the standards for protecting confidential and non-public information in accordance with the laws and regulations applicable to the specific information to which it has access.

H. If there is doubt as to whether a document or information is confidential or non-public, or whether a proposed recipient of a document or information is an unauthorized person, the Contractor shall request clarification from the Contracting Officer.

I. The Contractor acknowledges that it has received and read the SEC Regulations 17 C.F.R. § 200.735-3(b)(1) & (b)(7) and has referred any questions regarding those Regulations or this Agreement to the Contracting Officer.

J. The Contractor acknowledges that disclosure of confidential or non-public information in violation of this agreement could subject the Contractor to administrative, civil, or criminal action, as appropriate, under the laws and regulations applicable to the information involved. Violation of this Agreement may also constitute a ground for termination of the Contractor's underlying Contract with the SEC, and/or suspension and debarment from receiving future federal contracts.

Contractor understands that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in violation of this Agreement.

K. Contractor hereby assigns to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any personal business transaction inconsistent with the terms of this Agreement or any disclosure, publication, or revelation of confidential or non-public information inconsistent with the terms of this Agreement.

L. Each provision of this Agreement is severable. If a court should hold any provision of this Agreement unenforceable, all other provisions shall remain in full force and effect.

M. Contractor acknowledges that all conditions and obligations created by this Agreement apply during the performance of the underlying SEC Contract and thereafter with respect to information accessed by Contractor that remains confidential or non-public.

N. The person signing this Agreement on behalf of Contractor warrants that he or she has the authority to enter into this Agreement on behalf of Contractor.

Contractor Name: _____ *by*

Signature & Title: _____

Date: _____

This Agreement was accepted by the undersigned on behalf of the SEC as a prior condition of conditional access to confidential and non-public information.

SEC Representative

Date

NON-DISCLOSURE AGREEMENT (EMPLOYEE)

A. Intending to be legally bound, I, _____, hereby accept the obligations contained in this Agreement in consideration of being granted conditional access to SEC confidential and non-public information. For purposes of this Agreement, “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. This definition applies to confidential or non-public information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of confidential or non-public information include corporate financial data provided to the SEC that has not been made public; SEC planned or contemplated courses of action regarding SEC examinations, investigations, and enforcement actions; and SEC personnel information covered by the Privacy Act, 5 U.S.C. § 552a.

B. I acknowledge that any conditional access to SEC confidential and non-public information granted to me is for the sole purpose of performing obligations under SEC Contract [**INSERT CONTRACT NUMBER**] (the “underlying Contract”). This Agreement does not grant me access to information or materials that the SEC determines in its sole discretion is inappropriate for disclosure.

C. I acknowledge that the SEC Regulation Concerning Conduct of Members and Employees and Former Members and Employees of the Commission expressly prohibits the improper use and unauthorized disclosure of confidential or non-public information or documents. See 17 C.F.R. § 200.735-3(b)(1) & (b)(7) available at http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/cfr_2002/aprqrtr/17cfr200.735-3.htm.

I agree to be bound by the prohibitions of § 200.735-3(b)(1) & (b)(7) and the terms set forth herein. I agree not to disclose to any unauthorized person any confidential or non-public documents or information to which I have access in the performance of duties under the underlying Contract.

D. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(1), I agree not to engage, directly or indirectly, in any personal business transaction or private arrangement for personal profit the opportunity for which arises because of my performance under the Contract, or that is based upon confidential or non-public information which I gain in the course of my performance under the Contract.

E. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(7)(i), I agree not to disclose to any unauthorized person or release in advance of authorization for its release, any confidential or non-public document or information : (1) protected from disclosure under 5 U.S.C. §§ 552, 552a, and 552b or any rules or regulations of the SEC; or (2) in circumstances where the SEC has determined to accord such information confidential treatment, unless the SEC authorizes the disclosure of such information as provided for under 17 C.F.R. § 200.735-3(b)(7)(ii). Confidential and non-public information shall be shared with authorized persons only on a need-to-know basis.

F. For purposes of this Agreement, an "unauthorized person" is anyone other than (1) an officer or employee of the SEC, (2) an employee of the prime contractor who has executed a non-disclosure agreement with the SEC under the Contract, (3) an employee of a subcontractor who has executed a non-disclosure agreement with the SEC under the Contract, and whose employer advises the prime contractor as such, or (4) any individual that the Contracting Officer expressly designates as a person authorized to receive the confidential or non-public information at issue.

G. I acknowledge that other federal laws and regulations, including but not limited to the following, may also prohibit the disclosure of confidential and non-public information received pursuant to the Contract: the Government Trade Secrets Act (18 U.S.C. § 1905) (available at http://assembler.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00001905----000-.html); 18 U.S.C. § 641 (theft of public property or records) (available at http://assembler.law.cornell.edu/uscode/html/uscode18/usc_sec_18_00000641----000-.html); Rule 122 (17 C.F.R. § 230.122) under the Securities Act of 1933 (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqtr/17cfr230.122.htm); Section 24(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 78x) (available at <http://www.sec.gov/about/laws/sea34.pdf>) and Rules 0-4 (17 C.F.R. § 240.0-4) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqtr/17cfr240.0-4.htm), 10b-5 (17 C.F.R. § 240.10b-5) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqtr/17cfr240.10b5-2.htm), and 24b-2 (17 C.F.R. § 240.24b-2) (available at <http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=17&PART=240&SECTION=24b-2&YEAR=1998&TYPE=TEXT>), thereunder; Section 22(c) of the Public Utility Holding Company Act of 1935 (15 U.S.C. § 79y) (available at <http://www.sec.gov/about/laws/puhca35.pdf>) and Rule 104 thereunder (17 C.F.R. § 250.104) (available at http://a257.g.akamaitech.net/7/257/2422/10apr20061500/edocket.access.gpo.gov/cfr_2006/aprqtr/17cfr250.104.htm); Section 45(a) of the Investment Company Act (15 U.S.C. § 80a-44) (available at <http://www.sec.gov/about/laws/ica40.pdf>); and Section 210(b) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-10) (available at <http://www.sec.gov/about/laws/iaa40.pdf>). I am aware of such laws and regulations and agree to comply with the standards for protecting confidential and non-public information in accordance with the laws and regulations applicable to the specific information to which I have access.

H. If there is doubt as to whether a document or information is confidential or non-public, or whether a proposed recipient of a document or information is an unauthorized person, I shall request clarification from the Contracting Officer.

I. I acknowledge that I have read the SEC Regulations 17 C.F.R. § 200.735-3(b)(1) & (b)(7) and have referred any questions regarding those Regulations or this Agreement to the Contracting Officer.

J. I acknowledge that disclosure of confidential or non-public information in violation of this agreement could subject me to administrative, civil, or criminal action, as appropriate, under the laws and regulations applicable to the information involved. Violation of this Agreement

may also constitute a ground for termination of the Contractor's underlying Contract with the SEC, and/or suspension and debarment from receiving future federal contracts. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in violation of this Agreement.

K. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any personal business transaction inconsistent with the terms of this Agreement or any disclosure, publication, or revelation of confidential or non-public information inconsistent with the terms of this Agreement.

L. Each provision of this Agreement is severable. If a court should hold any provision of this Agreement unenforceable, all other provisions shall remain in full force and effect.

M. I acknowledge that all conditions and obligations created by this Agreement apply during the performance of the underlying SEC Contract and thereafter with respect to information that remains confidential or non-public.

Employee Name: _____

Signature: _____

Date: _____

This Agreement was accepted by the undersigned on behalf of the SEC as a prior condition of conditional access to confidential and non-public information.

SEC Representative

Date