



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
STATION PLACE  
100 F STREET, NE  
WASHINGTON, DC 20549-2465

Office of FOIA Services

January 9, 2023

Mr. Michael Zero  
Kamikaze Cash

Re: Freedom of Information Act (FOIA), 5 U.S.C. § 552  
Request No. **22-02104-FOIA**

Dear Mr. Zero:

This letter responds to your request, dated and received in this office on June 2, 2022, for information concerning the "investomania" videos, including the budget for the productions, how much money the SEC spent to produce this content, the money paid to actors, the cost of establishing the set, postproduction expenses, and all other expenses associated with producing and distributing this content.

Reference is also made to our letter dated June 6, 2022, in which we addressed your request for a fee waiver.

Access is granted to the enclosed 55 pages of records, including a list of costs specifically associated with the "Investomania" videos referenced in your request. Also included is the SEC's agreement with an external contractor (Ignited, LLC) supporting the SEC Office of Investor Education's broader outreach and education efforts. I note for clarity that the enclosed contract supports projects in addition to and unrelated to the "Investomania" videos.

Portions of the records have been withheld pursuant to 5 U.S.C. § 552(b)(4), (6) and (7)(E), for the following reasons:

- Certain detailed cost information is exempt from disclosure under 5 U.S.C. § 552(b)(4). FOIA Exemption 4 protects commercial or financial information that (a) is customarily treated as private by the submitter and (b) was provided to the Commission under an assurance of confidentiality.

- Third party and SEC staff names, telephone numbers, and other similar types of information have been withheld pursuant to 5 U.S.C. § 552(b)(6). Under Exemption 6, the release of this information would constitute a clearly unwarranted invasion of personal privacy.
- Exemption 7(E) protects records that may disclose techniques and procedures for law enforcement investigations or prosecutions, or disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

Please be advised that we have considered the foreseeable harm standard in preparing this response.

In addition, you may find the following publicly available information to be responsive to your request:

1. A description of the SEC's budget and funding process (See Pg. 31 of [2021 Agency Financial Report \(sec.gov\)](#))
2. The SEC press release related to public service campaign (<https://www.sec.gov/news/press-release/2022-95>).

I am the deciding official with regard to this adverse determination. You have the right to appeal my decision to the SEC's General Counsel under 5 U.S.C. § 552(a)(6), 17 CFR § 200.80(f)(1). The appeal must be received within ninety (90) calendar days of the date of this adverse decision. Your appeal must be in writing, clearly marked "Freedom of Information Act Appeal," and should identify the requested records. The appeal may include facts and authorities you consider appropriate.

You may file your appeal by completing the online Appeal form located at [https://www.sec.gov/forms/request\\_appeal](https://www.sec.gov/forms/request_appeal), or mail your appeal to the Office of FOIA Services of the Securities and Exchange Commission located at Station Place, 100 F Street NE, Mail Stop 2465, Washington, D.C. 20549, or deliver it to Room 1120 at that address.

If you have any questions, please contact Ms. Sonja Osborne of this office at [osbornes@sec.gov](mailto:osbornes@sec.gov) or (202) 551-8371. You may also contact me at [foiapa@sec.gov](mailto:foiapa@sec.gov) or (202) 551-7900. You may

Mr. Michael Zero  
January 9, 2023  
Page 3

22-02104-FOIA

also contact the SEC's FOIA Public Service Center at [foiapa@sec.gov](mailto:foiapa@sec.gov) or (202) 551-7900. For more information about the FOIA Public Service Center and other options available to you please see the attached addendum.

Sincerely,

A handwritten signature in cursive script that reads "Carrie Hyde-Michaels".

Carrie Hyde-Michaels  
FOIA Branch Chief

Enclosures

## ADDENDUM

For further assistance you can contact a SEC FOIA Public Liaison by calling (202) 551-7900 or visiting <https://www.sec.gov/oso/help/foia-contact.html>.

SEC FOIA Public Liaisons are supervisory staff within the Office of FOIA Services. They can assist FOIA requesters with general questions or concerns about the SEC's FOIA process or about the processing of their specific request.

In addition, you may also contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA dispute resolution services it offers. OGIS can be reached at 1-877-684-6448 or via e-mail at [ogis@nara.gov](mailto:ogis@nara.gov). Information concerning services offered by OGIS can be found at their website at [Archives.gov](http://Archives.gov). Note that contacting the FOIA Public Liaison or OGIS does not stop the 90-day appeal clock and is not a substitute for filing an administrative appeal.



**U.S. Securities and Exchange Commission  
FY22 Public Service Campaign**

Campaign: Investomania

- :30 "Meme Stocks"

Production and Paid Advertising Expenses

<b>:30 "Investomania - Meme Stocks"</b>	<b>Amount</b>
<b>Video Production</b>	
Pre-Production and Wrap Labor	\$ 8,440.82
Shooting Crew Labor	\$ 4,028.42
Pre-Production and Wrap Expenses	\$ 2,406.25
Location	\$ 4,850.00
Makeup and Wardrobe	\$ 250.00
Art Department Labor	\$ 3,258.18
Art Department Expenses	\$ 3,500.00
Equipment Rentals	\$ 1,875.00
Media	\$ 150.00
Misc. Production Costs	\$ 1,575.00
Director / Creative Fees	\$ 3,750.00
Talent Labor	\$ 2,790.37
Insurance	\$ 606.67
Production Fee	\$ 5,918.32
Audio	\$ 250.00
Finishing	\$ 1,125.00
Editorial Labor	\$ 2,000.00
Trafficking	\$ 360.00
<b>Paid Advertising</b>	
Paid Advertising	\$ 47,530.26
<b>Total</b>	<b>\$ 94,664.29</b>

**U.S. Securities and Exchange Commission  
FY22 Public Service Campaign**

Campaign: Investomania

- :30 “Meme Stocks”
- :15 “Crypto”
- :15 “Margin Call”
- :15 “Easy Money”

Production and Paid Advertising Expenses

<b>:30 "Investomania"</b>	<b>Amount</b>
<b>Video Production</b>	
Pre-Production and Wrap Labor	\$ 33,763.28
Shooting Crew Labor	\$ 16,113.66
Pre-Production and Wrap Expenses	\$ 9,625.00
Location	\$ 19,400.00
Makeup and Wardrobe	\$ 1,000.00
Art Department Labor	\$ 13,032.73
Art Department Expenses	\$ 14,000.00
Equipment Rentals	\$ 7,500.00
Media	\$ 600.00
Misc. Production Costs	\$ 6,300.00
Director / Creative Fees	\$ 15,000.00
Talent Labor	\$ 11,161.48
Insurance	\$ 2,426.69
Production Fee	\$ 23,673.28
Audio	\$ 1,000.00
Finishing	\$ 4,500.00
Editorial Labor	\$ 8,000.00
Trafficking	\$ 1,080.00
<b>Paid Advertising</b>	
Paid Media	\$178,028.66
<b>Total</b>	<b>\$366,204.78</b>



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	<p>education efforts including in ways that are reflective of the diversity of investors:</p> <p>The Contractor shall provide the necessary personnel and resources in accordance with Section II Statement of Work for Public Service Advertising Campaign for (b)(4)</p> <p>Other Direct Costs (ODCs) for advertising Not To Exceed (NTE): (b)(4). Total labor costs and estimated ODC's may vary, but the sum of both shall not exceed the total amount for CLIN 00001.</p> <p>Option Period 1 - Public Advertising Service Campaign. The Contractor shall provide the necessary personnel and resources in accordance with Section II Statement of Work for Public Service Advertising Campaign for (b)(4).</p> <p>Other Direct Costs (ODCs) for advertising Not to Exceed (NTE): (b)(4). Total labor costs and estimated ODC's may vary, but the sum of both shall not exceed the total amount for CLIN 00002. Amount: \$1,631,124.02 (Option Line Item)</p>				
00003	<p>Option Period II - Public Advertising Service Campaign. The Contractor shall provide the necessary personnel and resources in accordance</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-07F0030Y/50310220F0227

PAGE OF  
3 41

NAME OF OFFEROR OR CONTRACTOR  
IGNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	<p>with Section II Statement of Work for Public Service Advertising Campaign for (b)(4).</p> <p>Other Direct Costs (ODCs) for advertising Not To Exceed (NTE): (b)(4). Total labor costs and estimated ODC's may vary, but the sum of both shall not exceed the total amount for CLIN 00003. Amount: \$1,689,602.27 (Option Line Item)</p> <p>Option Period III - Public Advertising Service Campaign. The Contractor shall provide the necessary personnel and resources in accordance with Section II Statement of Work for Public Service Advertising Campaign for (b)(4).</p> <p>Other Direct Costs (ODCs) for advertising Not To Exceed (NTE): (b)(4). Total labor costs and estimated ODC's may vary, but the sum of both shall not exceed the total amount for CLIN 00004. Amount: \$1,750,080.53 (Option Line Item)</p>				
(b)(4); (b)(7)(E)					

(b)(4); (b)(7)(E)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-07F0030Y/50310220F0227

PAGE OF  
4 41

NAME OF OFFEROR OR CONTRACTOR  
IGNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4); (b)(7)(E)					

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-07F0030Y/50310220F0227

PAGE OF  
5 41

NAME OF OFFEROR OR CONTRACTOR  
IGNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4); (b)(7)(E)					

(b)(4); (b)(7)(E)



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-07F0030Y/50310220F0227

PAGE OF  
6 41

NAME OF OFFEROR OR CONTRACTOR  
IGNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(b)(4); (b)(7)(E)					



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-07F0030Y/50310220F0227

PAGE OF  
7 41

NAME OF OFFEROR OR CONTRACTOR  
IGNITED LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4); (b)(7)(E)</p>				

**SECTION I - SUPPLIES OR SERVICES AND PRICES/COSTS**

**Tables 1 – 5 – Labor Categories and Fixed Hourly Labor Rates Tables**

**Table 1**

<b>Base Period</b>			
<b>Labor Category</b>	<b>GSA Labor Category</b>	<b>GSA Rate</b>	<b>Discounted Rate</b>
Principal Strategist	Senior Management	\$270.22	(b)(4)
Creative Director	Director	\$199.96	
Senior Video Producer	Director	\$199.96	
Principal Evaluation Specialist	Senior Management	\$270.22	
Evaluation Specialist (mid-level) / Project Manager	Senior Management	\$270.22	
Principal Media Buyer/Planner	Senior Management	\$270.22	
Principal Designer/Creative	Sr. Staff	\$159.29	
Copywriter/Editor	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
	Sr. Mgr.	\$186.34	
	Director	\$199.96	
	Sr. Staff	\$159.29	
	Jr. Staff 1	\$ 99.98	

**Table 2**

<b>Option Period I</b>			
<b>Labor Category</b>	<b>GSA Labor Category</b>	<b>GSA Rate</b>	<b>Discounted Rate</b>
Principal Strategist	Senior Management	\$270.22	(b)(4)
Creative Director	Director	\$199.96	
Senior Video Producer	Director	\$199.96	
Principal Evaluation Specialist	Senior Management	\$270.22	
Evaluation Specialist (mid-level) / Project Manager	Senior Management	\$270.22	
Principal Media Buyer/Planner	Senior Management	\$270.22	
Principal Designer/Creative	Sr. Staff	\$159.29	
Copywriter/Editor	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
	Sr. Mgr.	\$186.34	
	Director	\$199.96	
	Sr. Staff	\$159.29	
	Jr. Staff 1	\$ 99.98	

**Table 3**

Option Period II			
Labor Category	GSA Labor Category	GSA Rate	Discounted Rate
Principal Strategist	Senior Management	\$270.22	(b)(4)
Creative Director	Director	\$199.96	
Senior Video Producer	Director	\$199.96	
Principal Evaluation Specialist	Senior Management	\$270.22	
Evaluation Specialist (mid-level) / Project Manager	Senior Management	\$270.22	
Principal Media Buyer/Planner	Senior Management	\$270.22	
Principal Designer/Creative	Sr. Staff	\$159.29	
Copywriter/Editor	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
	Sr. Mgr.	\$186.34	
	Director	\$199.96	
	Sr. Staff	\$159.29	
	Jr. Staff 1	\$ 99.98	

**Table 4**

Option Period III			
Labor Category	GSA Labor Category	GSA Rate	Discounted Rate
Principal Strategist	Senior Management	\$270.22	(b)(4)
Creative Director	Director	\$199.96	
Senior Video Producer	Director	\$199.96	
Principal Evaluation Specialist	Senior Management	\$270.22	
Evaluation Specialist (mid-level) / Project Manager	Senior Management	\$270.22	
Principal Media Buyer/Planner	Senior Management	\$270.22	
Principal Designer/Creative	Sr. Staff	\$159.29	
Copywriter/Editor	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
	Sr. Mgr.	\$186.34	
	Director	\$199.96	
	Sr. Staff	\$159.29	
	Jr. Staff 1	\$ 99.98	

**Table 5**

Option Period IV			
Labor Category	GSA Labor Category	GSA Rate	Discounted Rate
Principal Strategist	Senior Management	\$270.22	(b)(4)
Creative Director	Director	\$199.96	
Senior Video Producer	Director	\$199.96	
Principal Evaluation Specialist	Senior Management	\$270.22	
Evaluation Specialist (mid-level) / Project Manager	Senior Management	\$270.22	
Principal Media Buyer/Planner	Senior Management	\$270.22	
Principal Designer/Creative	Sr. Staff	\$159.29	
Copywriter/Editor	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
(b)(4)	Sr. Mgr.	\$186.34	
(b)(4)	Director	\$199.96	
(b)(4)	Sr. Staff	\$159.29	
(b)(4)	Jr. Staff 1	\$ 99.98	

**Contract Ceiling -** The award amount and the contract ceiling are not the same. The award amount is the actual price quoted by the awardee/contractor based on the Government’s estimated labor hours and ODCs that were mandated for use by the quoters, at the time of solicitation issuance. Due to the fact that the prices quoted by the awardee, and all other quoters in response to the RFQ were solely based off of the Government’s estimated labor hours and ODCs, the fact that this is a Time-and-Materials contract for which the requirements are not well defined, and the fact that the actual level of effort is not determinable nor foreseeable at this time, it is noted here that the overall ceiling of this contract is \$16,088,586 (if all options are exercised), based on the Government’s estimate of possible base year and future effort required by this contract.

Funding placed on this contract at the time of award is only provided in the amount of the actual base period price proposed by the contractor/awardee. The performance period contract ceiling, in accordance with FAR 16.602(d)(2), is the highest amount the contractor may earn and cannot exceed during the relevant contract period of performance (unless it is subsequently modified), and the obligated amount at any given time during performance of the contract is the not-to-exceed amount the contractor shall abide by unless and until additional funding is requested, and is placed on the contract by the Contracting Officer via a contract modification. The contractor shall abide by FAR 52.232-7 when requesting an increase in the contract ceiling and subsequent funding if the need shall arise during contract performance.

**SECTION II - STATEMENT OF WORK**

**PUBLIC SERVICE ADVERTISING CAMPAIGN  
September 23, 2020**



## 1. Background

The mission of the United States Securities and Exchange Commission (SEC) is to protect investors, maintain fair, orderly, and efficient markets, and facilitate capital formation. One way the SEC seeks to accomplish this mission, in particular the protection of individual investors, is through education. Specifically, the SEC has charged the SEC's Office of Investor Education and Advocacy (OIEA) with, among other things, educating investors as to the securities markets, prudent investor behavior, and their rights as investors generally. *See* 17 CFR § 200.24a. Key to this effort are messages designed to help investors avoid securities fraud, make better informed investing decisions, as well as messages that are reflective of the diversity of investors.

More information about the SEC and OIEA can be found at [www.SEC.gov](http://www.SEC.gov) and [www.Investor.gov](http://www.Investor.gov).

## 2. Scope

The overall scope of this non-personal services requirement is to obtain advertising, technical, and marketing services for an integrated outreach, and public education campaign. OIEA seeks to provide individual investors with the information they need to avoid fraud and make sound decisions concerning investments in the securities markets. To do so, OIEA plans to continue the public service campaign program (Campaign) that seeks to educate the public about these issues.

The proposed solution shall assist the SEC in accomplishing the following goals:

1. To educate audiences via an integrated media campaign, including materials for targeted audiences, in ways to avoid investment fraud and make more informed investing decisions.
2. To encourage investors to use the free tools and resources provided by the SEC to make informed investment decisions, including the [SEC's Investment Advisor Public Disclosure database](#); and
3. To develop a high quality and highly effective Campaign that responds to the strategic objective and goal identified in the SEC Strategic Plan, namely:
  - SEC Strategic Goal 1: Focus on the long-term interests of our Main Street investors.
  - SEC Strategic Objective 1.2: Enhance our outreach, education, and consultation efforts including in ways that are reflective of the diversity of investors and businesses.

The Public Service Campaign has three advertising focus areas.

1) Public Service Advertising Campaign Objective: To educate investors about the free tools and resources available at Investor.gov, including the ability to check an investment professional's background, registration status and more.

(b)(7)(E)

(b)(7)(E)

The Contractor shall have extensive knowledge and expertise in constructing, implementing, and measuring outreach campaigns. This shall include:

- **Analysis.** Collecting and analyzing demographic data and outreach points of contact, and selecting and making recommendations to ensure messages reach targeted audiences.
- **Outreach.** Providing support to assist in developing plans for outreach campaigns and recommending the most effective way of communicating a message.
- **Creative and Product Development.** Developing clear and appealing products using best practices, modern design principles, high-resolution imagery, and other fundamental concepts of effective communication.
- **Graphic Design.** Providing professional graphics design support to plan and analyze and create visual solutions that meet communications requirements using a variety of methods such as color, type, illustration, photography, animation, and various print and layout techniques and producing communication materials, including graphics and advertising, to support SEC's Investor.gov.
- **Media Plan Development.** Developing media plans and placing media. Provide expert counsel in the areas of media mix and spending, as well as in the specific areas of media planning and evaluation. The Contractor shall be adept at media measurement techniques to help the SEC to evaluate the effectiveness and efficiency of its media buys.
- **Web Design and Customer Usability.** Recommending improvements to existing websites and pages to more broadly and effectively appeal to targeted audiences and stakeholders and improve customer usability experiences; developing written and visual web site content; and researching current trends to identify creative online platforms, such as blogs, podcasts, videos, or any other multimedia and social media tools.
- **Metrics of Success.** Designing, tailoring, and adjusting key metrics to monitor and ensure communications materials and other communication mediums are achieving intended results, improving overall education and achieving positive outreach.
- **Media Buying.** Negotiating media in accordance with research and analysis and purchase paid advertising to impact target audiences. The Contractor shall meet all deadlines to ensure on time placement. All media buys must be pre-approved by the SEC and only placed in media areas approved by the SEC. The Contractor shall not place media buys in controversial venues or that are considered to be offensive or unprofessional. **The cost of media purchases shall be passed on to the Government as an Other Direct Cost (ODC) with no additional markups in pricing. The Contractor shall provide billing, accounting, and substantiation of all media and materials developed and purchased**



**under the contract.**

- **Measure Integrated Media Effectiveness.** Employ standard advertising industry measures of effectiveness in media planning, placement and evaluation to include reach and frequency, cost-per-thousand, audience composition, audited circulation data, editorial profiles and ratings. Use these effectiveness measures to determine the most cost-efficient media to reach SEC audiences. Provide performance guarantees with media sources, pursuing make-good advertising placements if actual performance does not meet such guarantees.
- **SEC Media Approval.** All content produced by the Contractor shall be submitted to the SEC for review and approval prior to distribution. No content may be distributed by the Contractor prior to such review and approval.

### **3. Campaign**

The SEC requires a full service advertising agency in support of the Campaign. The Contractor shall describe the level of effort for activities listed under the Campaign, herein, which shall include a timeline for the full development of the Campaign with certain dependencies and key decision points, and develop a management plan, which shall include the Contractor's staff assigned to each task.

The Contractor shall provide a full range of services from the development of a tactical advertising strategy through the production of a wide range of advertising formats including television, radio, print (including newspaper and magazine), digital (including social media), and mobile. The Campaign shall provide strategic and effective ways to reach target audiences as defined by OIEA.

The Contractor shall have the capability to distribute to all public television and media outlets throughout the United States with the intent to secure advertising agreements.

#### **3.1 Outreach and Messaging**

OIEA will provide a messaging document (Messaging Document). The Messaging Document will be considered as Government Funded Information (GFI). The Messaging Document will serve as the basis for the creative content and outreach described below:

##### **3.1.1 Public Service Announcement**

The Contractor shall develop video, print, and audio Public Service Announcements (PSAs) for television, radio, print, and digital (including social media). "Media type" is defined as television, radio, print (including newspaper and magazines), and digital. PSA service should include scripting, production, station targeting, distribution, tracking and reporting. PSAs may be produced in 10-, 15-, 30-, and 60-second versions.

##### **3.1.2 Graphics**

The Contractor shall develop customized ads and graphics to disseminate key program information to targeted audiences using existing OIEA digital, social and other distribution channels.

### **3.1.3 Social Media Outreach**

The Contractor shall develop a social media outreach campaign for the Campaign. Social media shall support the awareness and overall Campaign objectives. The Campaign shall leverage existing OIEA social media tools. The Contractor shall provide monthly strategic social media outreach guidance, and support the development of content that may be disseminated through the SEC's existing social media tools.

### **3.1.4 Media Plan**

The Contractor shall develop a media plan (Media Plan). The Media Plan shall include:

- (i) Television, radio, print, and digital (including social media, web, and mobile).
- (ii) The top markets for the Media Plan shall be identified that coincide with the SEC's targeted audiences.
- (iii) The Contractor shall coordinate and purchase individual media buys as identified in the approved media plan. The SEC shall review the proposed media buys in advance and prior to placement. However, the SEC shall not be a party to the media buy agreement.

## **3.2 Creative Development and Production Tasks**

The Contractor shall provide a timeline and individual budget for each of the following tasks:

### **Task 1**

Develop and deliver Campaign creative content, based on OIEA-approved creative concept(s) for each media type: television, radio, print, and digital (including social media), mobile, as well as specific media channels that will be recommended by the selected Contractor. This will include working with OIEA to refine and finalize content for each media type, subject to OIEA approval.

**At a minimum, the Contractor shall produce and deliver four (4) final advertisements that shall be adapted for each media type and are ready for placement.**

### **Task 2**

The Contractor shall develop customized ads and graphics to disseminate key program information to targeted audiences using existing OIEA digital, social and other distribution channels. This will include working with OIEA for review and approval.

### **Task 3**

Develop and deliver the Media Plan for the Campaign.



- Develop a complete Media Plan with content distribution schedule, including milestones and progress points and effectiveness components, and provide the complete Media Plan to OIEA within 45 days of contract award. OIEA shall approve the Media Plan.
- Media plan shall include demographic, behavioral, preferred content components, and top markets for distribution.
- Develop drafts of all materials to OIEA for approval prior to distribution to each type of media.
- Provide monthly online analytics reports regarding the quantity of viewers and audiences reached in order to help with investor engagement, content development, and related goals.

#### **Task 4**

Perform pre- and post- advertisement analytics to assess Campaign effectiveness. The Contractor shall perform research and tracking activities. The Contractor shall deliver monthly reports based on information received from conducting and evaluating target audience opinions, and other media tracking initiatives.

#### **Task 5**

Distribute and analyze monthly metrics tracking results of Campaign, including web tracking, impressions, and PSA views.

### **3.3 Considerations**

**3.3.1** The materials developed for the proposed solution shall be tailored for various distribution methods, such as via email and for posting electronically on the SEC's website(s). Materials shall include the SEC's logo used as appropriate and only as approved by OIEA.

**3.3.2** The proposed solution shall include print, digital, multimedia, , and web-based materials and graphics, and the Contractor shall design and produce the material. The SEC shall own the unlimited usage rights for all materials, including all creative content, created under the contract. The proposed solution shall use non-leased, royalty-free, unlimited-use graphics and photos in developing the campaign.

**3.3.3** The proposed solution shall ensure that the graphics and other materials shall also be easily opened and printed from SEC websites.

**3.3.4** All proposed graphics and materials shall be in the following formats:

- Congruent with SEC web standards;
- Consistent with SEC technical architecture; and
- Compliant with Section 508 of the amended Rehabilitation Act.

**3.3.5** All proposed materials developed for this contract shall be the property of the SEC.

### **3.4 Review Process**

**3.4.1** All the advertising materials and products produced under this contract shall be reviewed and shall require sign-off by OIEA prior to distribution. This includes external communication products, which includes publications, multimedia products, or other services produced through this contract as a deliverable:

- Brochures and flyers;
- Online publications;
- Press releases, other media materials;
- Other multimedia products;
- Educational or information modules; and
- Advertisement or Scripts for television, print, digital, social media, web, radio, mobile or any other specific media channel that will be recommended by the selected Contractor.

**3.4.2** In addition, the Contractor may also prepare copy (written material), illustrative material (forms, etc.) and /or the “print ready” versions of creative products.

### **4. Reporting Requirements**

The Contractor shall provide a monthly activity summary and progress reports. All reports shall be submitted electronically in Microsoft Word, Excel, or PowerPoint format. See below Paragraph 8 Deliverables for Public Advertising Campaign for a complete list of deliverables.

### **5. Labor Category Descriptions**

#### **5.1 Principal Strategist**

Analyzes client information, develops and evaluates top-line strategy, and associate metrics, to achieve communication campaign messaging and aesthetic objectives. Provides high-level communication strategies and plans with an ability to execute, implement and a high level ability to think creatively and plan strategically. He/she understands how to integrate all facets of communications strategies/plans for comprehensive campaigns, including media advertising, and online communications and demonstrates in-depth knowledge across the firm’s areas of expertise.

Minimum/General Experience: 12 years of relevant experience.

Minimum Education: BA/BS degree in an applicable field of study.

#### **5.2 Creative Director**

Assists as a strategic partner in defining and influencing strategy. Extends counsel beyond core implementation and requires expertise in graphic design, production, advertising, print broadcast services, and digital design. Responsible for the review, revision and development of creative brand campaigns, including direct response, television, radio, press, online, and other channels to effectively communicate the brand message. Works closely with assigned Program Directors, Analysts and other staff in ensuring that focus is maintained on creating an effective strategy to communicate a particular message.

Minimum/General Experience: 8 years of general experience.

Minimum Education: Bachelor’s Degree in Marketing or Communications or equivalent.

### **5.3 Senior Video Producer**

Works with the Government and other necessary contract personnel to manage broadcast production projects from start to completion. Performs high-level production work in TV, radio, long-format, and event production. Oversees all aspects of pre-and post-production including, budgeting, booking, crews/studios and talent, scouting locations, scheduling, managing shoots/records color correction, footage transfer, offline editing, graphics production, music composition/sweetening, online editing, and duplication/distribution. Responsibilities also include overseeing the work of support staff and ensuring program scripts meet intentions and requirements expressed by the SEC. Senior Producers are highly proficient in editing and familiar with a variety of the field's concepts, practices, and procedures. A wide degree of creativity and latitude is expected.

Minimum/General Experience: 10 years of relevant experience.

Minimum Education: Bachelor's degree or equivalent.

### **5.4 Principal Evaluation Specialist**

Works with the Government to design and implement evaluation and effectiveness systems, measuring program impact and activities and is skilled in quantitative tracking and qualitative assessment. Oversees performance report generation, communication, and integration of findings into current strategies. Meets with Government staff regularly to discuss progress, propose initiatives, and establish priorities. Develops and coordinates strategic integration of evaluation processes into program activities. Oversees performance report design, generation, communication, and integration of findings into current strategies.

Minimum/General Experience: 10 years of relevant experience.

Minimum Education: Bachelor's degree or equivalent.

### **5.5 Evaluation Specialist (mid) / Project Manager (Key Personnel)**

Supports evaluation tasks and applies expertise in quantitative analysis to support the design and implementation of evaluation processes. Uses analytical reports to help refine and redefine program strategies. Meets with Government staff frequently to relay progress, propose creative solutions to work challenges, and establish priorities. Supports evaluation efforts through report generation, and data analysis.

Minimum/General Experience: 5 years of relevant experience.

Minimum Education: Bachelor's degree or equivalent.

### **5.6 Principal Media Buyer/Planner**

Works with client and account teams to develop strategies and objectives for media buys and determines the effective mix of advertising types for each specific campaign and audience. Creates and implements a plan to meet media objectives with an established budget and timeframe. Negotiates with media sales representatives to buy and place advertising for where it will have the greatest impact, calculates rates and budgets, and ensures that ads appear as specified. Has strong analytical, negotiation and organization skills. Tracks, analyzes and interprets results of advertising expenditures. Has strong research and analytical skills.

Minimum/General Experience: 10 years of relevant experience.

Minimum Education: BA/BS degree in an applicable field of study.

### **5.7 Principal Designer/Creative**

Oversees the artistic development of promotional materials including print, radio, and television advertisements. Supervises illustrators, photographers, and production artists on projects. Oversees and

supports the design and development of advertising and graphics, digital (including social media), and print (including newsprint and magazine). He/she shall possess a solid understanding of creative trends, current design, and development technologies, including current web development, video, and social media trends.

Minimum/General Experience: 3 years of relevant experience.

Minimum Education: BA/BS degree in an applicable field of study.

### **5.8 Copywriter/Editor**

Responsible for all print/electronic elements of advertising including assembling, editing, and writing descriptive copy for reports, summary reports, newsletters, and abstracts. Possess strong experience in all media (print, digital, Web, broadcast, and video) and a good understanding of production aspects (costs, time frames, and available resources).

Minimum/General Experience: 5 years of relevant experience.

Minimum Education: BA/BS in English, journalism, or a related technical field, or the equivalent education and/or experience.

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

**IMPORTANT NOTE: Items 5. through 15. below apply to all SOW sections above/advertising focus areas**

**5. Section 508 Acceptance Criteria**

Electronic content and media delivered shall be accepted based in part on satisfaction of identified Section 508 requirements for accessibility. All pertinent deliverables may be tested by the SEC’s Office of Information Technology’s prior to production, web posting, or advertising. If the deliverable includes features and functions in addition to those identified as requirements, these features and functions also need to conform to relevant Section 508 technical provisions. See Section IV, paragraph 17, for the complete Section 508 requirements.

**6. Travel**

There are no travel requirements under this effort.

**7. Format of Deliverables**

The contract deliverables shall be furnished in electronic media and transmitted online according to the SEC’s instructions. All deliverables shall be compatible using the Microsoft Office Suite including MS-Word, MS-Excel, MS-Project and MS-PowerPoint. Flow charts and other diagrams included in the deliverables should be developed using Microsoft Visio software.

The format of the contract deliverables may change to accommodate needs of the project.

**8. Schedule of Deliverables – Public Service Advertising Campaign**



OIEA will return comments to the Contractor within 30 days after the Contractor’s draft documentation is received. The following tables provides a list of the Task Order deliverables.

<b>Public Advertising Campaign Deliverables</b> <b>Section</b>	<b>Task</b>	<b>Timeframe for Delivery</b>
3.	Status Meeting (report to include accounting of all contract deliverables by media type).	Weekly or biweekly
3.1.4 and 3.2-Task 3	Media plan to the SEC and shall include demographic, behavioral, preferred content components, and top markets for distribution.	45 days post award
3.1.1 and 3.2-Task 1	<b>Produce and deliver four (4) final advertisements that shall be adapted for each media type and are ready for placement.</b> Deliverables are finalized including production, writing, casting, music, editing, planning, and purchasing.	60 days post award
3.1.3	Social media and graphics deliverables	60 days post award
3.1.3	Social media and graphics deliverables implemented	90 days post award
3.2-Task 2	Develop customized ads and graphics to disseminate key program information to targeted audiences using existing OIEA digital, social and other distribution channels.	Ongoing

3.2-Task 4	Provide billing, accounting, and substantiation of all media purchased.	Monthly due 10 business days after the first of the month
3.2-Tasks 4 and 5	Advertising effectiveness reporting	Monthly

\*To be determined.

(b)(7)(E)

(b)(7)(E)

### 11. Place of Delivery – FOB Destination

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

U. S. Securities and Exchange Commission  
Office of Investor Education and Advocacy  
100 F Street, NE, Mail Stop:  
Washington, DC 20549

Attn: (b)(6)  
Ph: (b)(6)  
Email: (b)(6)@sec.gov

### 12. Inspection and Acceptance

(b)(6) will accomplish inspection and acceptance of the CLINs listed in Section B, C and F. Inspection and acceptance will be performed at the U.S. Securities and Exchange Commission, 100 F Street, NE, Washington, DC 20549-0001. Services shall conform to the requirements set forth in the contract.

### 13. (4002.00) Period of Performance (MAR 2009)

The Task Order period of performance under this contract shall be one (1) base period and four (1) one year option periods.

Base Period —One year from date of award.

Option Period I—One year from the end of the base period (if exercised). The SEC may exercise its right to exercise the option within the previous period of performance by written notice.

Option Period II —One year from the end of Option Period I (if exercised). The SEC may exercise its right to exercise the option within the previous period of performance by written notice.

Option Period III —One year from the end of Option Period II (if exercised). The SEC may exercise its right to exercise the option within the previous period of performance by written notice.

Option Period IV —One year from the end of Option Period III (if exercised). The SEC may

exercise its right to exercise the option within the previous period of performance by written notice.

**14. Other Direct Costs**

Other Direct Costs (ODCs) include, but is not limited to, Television; Radio, Print (newspaper and magazines); Digital (social media), Web, Mobile, as well as media channels that will be recommended by the selected Contractor, are required in support of total media buying and placement costs for this task, as provided in Section I.

**15. Place of Performance**

The Contractor’s place of performance shall be its office location. The Contractor will not be assigned Government office space.

**SECTION III - CONTRACT ADMINISTRATION DATA**

**1. (5001.00) CONTRACT ADMINISTRATION (DEC 2011)**

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

Securities and Exchange Commission  
Office of Acquisitions  
Attn: (b)(6), Contract Specialist  
100 F Street, N.E.  
Washington, DC 20549  
Tel: (b)(6)  
Email: (b)(6)@sec.gov

Securities and Exchange Commission  
Office of Acquisitions  
Attn: (b)(6), Contracting Officer  
100 F Street, N.E.  
Washington, DC 20549  
Tel: (b)(6)  
Email: (b)(6)@sec.gov

**2. (5003.05) SUBMISSION OF INVOICES - DELPHI EINVOICING SYSTEM (JUNE 2020)**

a. The Securities and Exchange Commission (SEC) will only accept electronic invoices submitted through the Delphi eInvoicing system on a monthly basis.

b. Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.



(1) Electronic authentication. See [www.login.gov](http://www.login.gov) for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-loggingov/>.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) In order to make changes to vendor users who will have access to the eInvoicing web-portal for invoice submission and payment tracking purposes, notify (b)(6) @sec.gov and include the full name, valid email address, and current phone number of any new vendor users. Vendor users will be notified via e-mail when the account is created. The vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account.

(4) Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

(5) Account Management. Vendors are responsible to contact the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at <http://einvoice.esc.gov>

c. Contractors are cautioned against submitting an invoice prior to goods and services being received/accepted. Invoices submitted prematurely may be rejected. Software license maintenance and subscriptions may be invoiced at the beginning of the contract period of performance.

d. The SEC's Delphi eInvoicing system is managed by the Enterprise Services Center (ESC). In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

- (1) Company logo or letterhead
- (2) Company name and payment address
- (3) Company Point of Contact (POC) for the invoice with phone and e-mail
- (4) Invoice number and invoice date
- (5) Billing period
- (6) SEC Contract number
- (7) Task/Delivery Order number (if applicable)
- (8) SEC Contracting Officer's Representative (COR name)
- (9) Amount billed (by CLIN), current and cumulative
- (10) Total amount billed this period
- (11) Cumulative total billed to date
- (12) Brief Description of Services Performed - General description only

e. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

**3. (5004.00) APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
(JUNE 2020)**

a. (b)(6)@sec.gov, is hereby designated the Securities and Exchange Commission COR for administration and information relating to this contract. The COR may not re-delegate his or her authority; only the CO has this authority.

b. The COR will manage the contract in coordination with the CO and within the terms of the contract. The COR's responsibilities include reviewing invoices and charges by the Contractor, informing the CO of areas where exceptions are taken, and accepting or rejecting invoices in the SEC's financial system. The COR shall be the primary point of contact responsible for communicating administrative guidance for on-boarding and off-boarding of Contractor Personnel, mandatory trainings, government closures, and other events as necessary. Unless otherwise specified in this contract, inspection and acceptance of supplies and/or services to be furnished under this contract will be performed by the COR.

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

**SECTION IV - SPECIAL CONTRACT REQUIREMENTS**

**1. (6002.00) TYPE OF CONTRACT (JUNE 2020)**

This is a Time and Materials Task Order type contract/agreement.

**2. 6020.00 CONTRACTOR WORKFORCE INCLUSION (AUG 2015)**

- a. The Contractor confirms its commitment to equal opportunity in employment and contracting, and that it shall ensure, to the maximum extent possible and consistent with applicable law, the fair inclusion of minorities and women in its workforce.
- b. The Contractor shall insert the substance of this contract standard in each subcontract for services awarded for performance of this contract with a dollar value of \$100,000 or more.
- c. Within ten (10) business days of a written request from the Director of the Commission's Office of Minority and Women Inclusion (OMWI Director) or designee, or such longer time as the OMWI Director or designee determines, and without any additional consideration, action or authorization required from the OMWI Director, the Contractor shall provide documentation, satisfactory to the OMWI Director, of the actions it has undertaken (and as applicable, the actions each covered subcontractor under the contract has undertaken) to demonstrate its good faith efforts to comply with the aforementioned provisions.



- d. For purposes of this contract, “good faith efforts” shall include actions by the Contractor (and as applicable, actions by each covered subcontractor under the Service Contract) to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting to ensure that applicant pools include minorities and women, providing job-related training, or other activity that could lead to removing such barriers.
- e. The documentation requested by the OMWI Director or designee to demonstrate good faith efforts may include, but is not limited to, one or more of the following:
  - 1. The total number of Contractor’s employees, and the number of employees by race, ethnicity, gender, and job title or EEO-1 Report job category (e.g., EEO-1 Report(s));
  - 2. A list of covered subcontract awards for services under the contract, and for each covered subcontract award, the dollar amount, date of award, and the subcontractor’s race, ethnicity, and/or gender ownership status;
  - 3. The contractor’s plan for ensuring the fair inclusion of minorities and women in its workforce, including outreach efforts; and
  - 4. For each covered subcontractor, the documentation specified in paragraphs a. and c. above.
- f. Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), [12 U.S.C. 5452\(c\)\(3\)](#), a Contractor’s failure to demonstrate to the OMWI Director that it has made good faith efforts to include minorities and women in its workforce (and as applicable, failure to demonstrate that its subcontractor(s) has made such good faith efforts) may result in termination of the contract for default after the contractor is provided written notice and an opportunity to cure the failure in accordance with the procedures set forth in [FAR Subpart 49.402-3\(d\)](#), other contractual remedies, referral to the [Office of Federal Contract Compliance Programs \(OFCCP\)](#), or other appropriate action.
- g. Compliance with this standard does not necessarily satisfy the requirements of [EO 11246](#), as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order, or demonstrate compliance with other FAR clauses that may be included in this contract.

### **3. (6001.00) SEC NON-DISCLOSURE REQUIREMENTS AND AGREEMENTS (FEB 2018)**

- a. Required non-disclosure agreements are attached and must be completed and returned to the Contracting Officer before starting work under this contract. Note: Electronic and digital signatures are prohibited.
- b. Provisions of the SEC Regulation Concerning Conduct of Members and Employees and Former Members and Employees of the Commission expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. *See* 17 C.F.R. § 200.7353(b)(1) & (b)(2). The Contractor, and its employees, agents, subcontractors, and subcontractor personnel who will have access to confidential or non-public information or documents in the performance of the contract, agree to be bound by the provisions of Sections 200.735-3(b)(1) and 200.735-3(b)(2) of the SEC's Regulation Concerning

Conduct and the terms set forth in the attached non-disclosure agreements (Attachments 1 & 2). For purposes of this clause, "confidential or non-public information," is defined as information generated by or in the possession of the SEC that is commercially valuable, trade secret, market sensitive, proprietary, related to an SEC enforcement or examination matter, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non-public by an SEC division director or office head, and is not otherwise available to the public.

c. An officer or executive authorized to bind the Contractor shall execute the non-disclosure agreement (Attachment 1) on behalf of the Contractor and return it to the Contracting Officer prior to the Contractor commencing work on the contract. The Contractor shall submit to the Contracting Officer a list of its employees, agents, and subcontractors that will be authorized access to SEC information by virtue of performing the requirements set forth in this contract. Each person identified on the list shall then sign the non-disclosure agreement on behalf of themselves (Attachment 2) and submit it to the Contracting Officer before commencing work on the contract.

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

#### **4. (6001.01) RESTRICTIONS ON USE, DISCLOSURE, AND DUPLICATION OF CONFIDENTIAL AND NON-PUBLIC INFORMATION (NOV 2010)**

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

#### **5. 6021.00 RECORDS MANAGEMENT REQUIREMENTS FOR CONTRACTORS (JUNE 2020)**

- (a) The contractor must manage federal records in accordance with all applicable laws, regulations, and standard items.



- (b) Federal records, as defined in 44 U.S.C. § 3301, include all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Federal Government or because of the informational value of data in them.
- (c) The term federal record:
1. Includes SEC records;
  2. Does not include personal materials;
  3. Applies to records created, received, or maintained by contractors pursuant to their SEC contract, and;
  4. May include deliverables and documentation associated with deliverables.
- (d) The management of records includes, but is not limited to; secure storage, retrievability, and proper disposition of all federal records including transfer of permanently valuable records to the National Archives and Records Administration (NARA) in a format and manner acceptable to NARA at the time of transfer.
- (e) The Federal Records Act, 44 U.S.C. 3101 et seq., requires all federal agencies to create and preserve records of essential functions, activities, and transactions. Other statutory and regulatory requirements that govern federal agency recordkeeping include, but are not limited to:
- Public Law 113-187
  - SEC Regulation (SECR) 7-1
  - Freedom of Information Act (5 U.S.C. 552)
  - Privacy Act (5 U.S.C. 552a)
  - 44 U.S.C. 3506
  - 36 CFR Chapter XII, Subchapter B
  - OMB Circular A-13
- (f) The following standard items relate to Federal Government records and information generated during the performance of a contract:
1. The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Securities and Exchange Commission (SEC) shall have rights to use, dispose of, or disclose such data contained therein as set forth in other clauses of the contract.
  2. The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Federal Government IT equipment and/or Federal Government records.
  3. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
  4. The Contractor shall not create or maintain any records or information containing any Federal Government records that are not specifically tied to or authorized by the contract.

5. The SEC owns the rights to all records that are deliverables under the contract. Other records produced as part of this contract shall be subject to inspection and copying by the SEC for audit, oversight, or other authorized purposes.
6. The SEC owns the rights to electronic information (electronic data, electronic information systems, electronic databases, etc.) and supporting documentation as set forth in other clauses of the contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
7. The Contractor agrees to comply with federal and SEC records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
8. Destruction of records can only occur by following the process outlined in [OP7-1c Destruction of SEC Records](#). The SEC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the SEC or destroyed without regard to the provisions of the agency records schedules, litigation/document preservations holds, and open FOIA cases.

#### **6. (6004.00) APPROVAL OF SUBCONTRACTS (JUNE 2020)**

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

#### **7. (6010.01) KEY PERSONNEL (JUNE 2020)**

- a. Key personnel are essential to the successful performance of work under this contract. Key personnel shall be available as necessary to efficiently manage the work of the contract and shall be available on the effective date of award. The designated key personnel positions for this award is (b)(6) VP, Government Services.
- b. Following contract award the Contractor shall permit no substitution of key personnel without the written consent of the Contracting Officer, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event that substitution of personnel is desired, the Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before any key personnel substitution is made, if possible. The Contractor shall submit a justification in sufficient detail to permit evaluation of the impact on contract performance, with the resume of the proposed replacement personnel. Proposed substitute personnel shall have experience and education at least substantially equal to those of the personnel being replaced unless approved in writing by the Contracting Officer. Requests for substitutions shall provide a detailed explanation of the circumstances necessitating such changes, a resume for each proposed substitute,



and any other information as requested by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

## **8. THE PAPER WORK REDUCTION ACT INFORMATION**

In performing information that is developed as a part of this requirement, the Contractor shall not trigger the requirements set forth under [5 CFR 1320, The Paperwork Reduction Act of 1995](#). As examples, specific items under this Act would include requests for the public to fill out any type of information such as a form or a survey.

## **9. (6012.05) PERSONALLY IDENTIFIABLE INFORMATION (PII) IN CONTRACTS TO DESIGN, DEVELOP, OPERATE, OR MAINTAIN A SYSTEM OF RECORDS (June 2019)\***

A Contractor that designs, develops, operates or maintains a system of records on behalf of the agency to accomplish an agency function or otherwise maintains Personally Identifiable Information (PII) in the performance of this contract shall, prior to taking such action, comply with the following requirements:

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

b. The Contractor shall also ensure that all processes, procedures and equipment associated with PII comply with all laws, regulations, and security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 2 or the latest revision, and SEC policies developed to safeguard the confidentiality, integrity and availability of SEC data that may contain PII. In support of these requirements, the Contractor shall have:

- policies, procedures, and mechanisms designed to restrict access to SEC data on Contractor, subcontractor, or SEC inter/intra agency partner systems exclusively to authorized personnel;
- policies, procedures, and mechanisms that prevent transmission or disclosure of SEC data to an unauthorized party;
- policies, procedures, and mechanisms that ensure SEC data on portable devices are encrypted using methods compliant with Federal Information Processing Standard 140-2; and
- policies, procedures, and mechanisms that ensure SEC data transmitted across public networks (i.e., the Internet) by the Contractor, or its employees, agents or subcontractors, are protected using secure communications, including the use of Transport Layer Security (TLS) protocol and the Advanced Encryption Standard (AES) 256 bit encryption algorithm.

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

d. The Contractor shall ensure that those individuals adhere to the Contractor's policies and procedures

relating to PII and to SEC-prescribed policies and procedures for the safe handling of SEC PII, including privacy and security training requirements and privacy incident management.

e. The Contractor’s employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of PII. Notification must be made to the SEC of a breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor becomes aware of it by contacting the SEC Service Desk at (b)(6). The Contractor shall act in accordance with its policies and procedures in the event of any suspected loss of PII and shall support the SEC’s investigation and resolution of reported incidents as requested by the SEC. For purposes of this Instruction, a “suspected loss of PII” shall be interpreted liberally to mean any situation in which the loss of PII or unapproved access to PII is deemed a reasonable possibility.

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

*\* At the time of contract formation, it is not contemplated that the contractor will be exposed to, provided with, or given access to information covered by the above contract clause 6012.05 . pertaining to Personally Identifiable Information (PII). Should the contractor be exposed to, provided with, or given access to information governed by the referenced clauses at any time during the performance of this contract, the contractor agrees to comply with the requirements of the referenced clauses as provided.*

**10. GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)**

The Government will provide the below GFI:

<b>GOVERNMENT FURNISHED INFORMATION</b>	<b>DATE</b>
Various Government Securities Data Bases	Provided after award

The Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract. In the performance of work hereunder, the Government will furnish the Contractor on a rent-free, non-interference basis, the use of Government Furnished Equipment (hard drives) containing Government Furnished Information (data) necessary for the successful performance of this contract and accountable under SEC Contract Number 50310220F0227. The use of any furnished GFE and GFI shall be solely dedicated to this contract. As applicable, a Data Custody Form shall be used in every instance the Government furnish's the Contractor the use of GFE and/or GFI. The Contractor shall return all GFE and GFI upon request from the Contracting Officer or the COR.



## **11. SEC UNLIMITED RIGHTS IN DELIVERABLES AND WORK UNDER THIS CONTRACT**

(A) All work performed by the Contractor shall be subject to FAR 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007) and FAR 52.227-16, ADDITIONAL DATA REQUIREMENTS (JUN 1987) and shall be delivered or returned to the SEC upon conclusion or termination of the contract, unless the SEC instructs otherwise for confidentiality purposes.

(B) The Government shall retain unlimited rights to disclose, reproduce, distribute or otherwise use in any manner and for any purpose all data delivered or first produced under this contract, as provided by FAR 52.227-17 (rights in data—special works), which this contract incorporates by reference. In accordance with that provision the Contractor shall not, among other things, assert any claim or other interest in such data, or release, reproduce, distribute, publish any such data, nor authorize others to do so, including any data that the Contract may require the Contractor to redact from such deliverable. For purposes of this contract, “data” (see FAR 52.227-17(a)) shall include any and all information or material in whatever form or matter, whether documentary, electronic, visual, or otherwise, delivered or first produced for the Government under this contract.

(C) Similarly, nothing in this contract shall be construed to limit or waive the Government’s right or ability, where the Government deems it necessary or appropriate, to disclose any document or other information or data that is deliverable or otherwise made accessible to the Government under this contract; provided, however, that no disclosure shall be made of any trade secret or other commercial or financial information that is confidential or privileged within the meaning of applicable federal law, except to the extent, if any, that such disclosure is legally required or authorized.

(D) Return of Government Furnished Property/Data

The data provided by the Government to the Contractor shall be returned in accordance with the Attachment 3 Data Custody Form.

### 11.1 Records

11.1.1 The Contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically listed in the Statement of Work. If requested by the Contracting Officer or COR, the Contractor shall provide the original record, or a reproducible copy of such record, within three working days of receipt of the request. This contract specifically incorporates the Rights in Data - Special Works clause contained in FAR 52.227-17, including, but not limited to, paragraph (d), which states: Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

11.1.2. All records generated under the contract shall be the SEC’s property and shall be delivered and returned to the SEC upon termination of the contract, unless the SEC instructs otherwise for confidentiality purposes.



## 11.2 Access To and Custody of Records; Effect of Disputes

11.2.1 In addition to the duties specified elsewhere in this Contract the Government may request, and the Contractor shall provide upon such request, full and immediate access to and custody of any and all interview data or other information or data compiled for or generated on behalf of the Government by the Contractor and any of its employees, agents, or sub-Contractors under this contract whether or not performance under the contract has been completed, and regardless of any claim or dispute, if any, arising hereunder.

11.2.2 This general, unilateral right of access and custody is in addition to any other access or custody to records provided for by the Statement of Work described in this contract. The Government shall not be liable for additional costs, if any, that the Contractor may incur in providing records access or custody pursuant to a request under this provision. The Government, however, shall use best efforts to limit the timing and scope of such request so as to cause minimal disruption, if any, to the Contractor's operations and continued performance under this contract, and to provide reasonable prior notice, where practicable, before making such a request.

11.2.3 Should a person or entity, including any governmental agency other than the SEC, seek or request access, whether through voluntary means or compulsory process, to public comments or other records compiled for, or otherwise relating to, the performance of this contract, the Contractor shall immediately notify, orally and in writing, the COR and the Contracting Officer. The Contractor shall also provide the Government with an opportunity to intervene in any such third-party request for access and/or take other appropriate and necessary measures to assert any applicable privileges, ownership rights, or any other legal or equitable interests of the Government, and, in any event, shall not provide any such third party with access to such records, which shall be treated as the property of the Government, without prior written authorization of the Contracting Officer."

## 12. (6006.00) CONFLICTS OF INTEREST (FEB 2019)

### a. General

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

### b. Purpose

The purpose of this SEC Instruction (SECI) is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to:

- (1) A Contractor's participation as an offeror, or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications;
- (2) A Contractor providing advisory assistance to the Government for a procurement in which the Contractor, or a firm which the Contractor represents, is an actual or potential offeror; and
- (3) A Contractor's participation as an offeror, or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offers as a result of the Contractor's work on prior contracts.

### c. Definition

For the purposes of this SECI, the term “Contractor” means: the Contractor; any of the Contractor’s parents, affiliates, or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

**d. Restrictions**

The Contractor agrees:

- (1) To remain ineligible to participate in any capacity (including participating as a prime contractor, subcontractor, or as the representative of another party) in offers, contracts, or subcontracts (whether solicited or unsolicited) that directly relate to the Contractor’s performance of work under this contract.
- (2) To execute, prior to beginning work on a contract, such Confidentiality Agreements, Non-Disclosure Agreements, or other documents which the Contracting Officer may, in their sole discretion, require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this contract.
- (3) As otherwise provided in this contract, not to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this contract, and to employ aggressive strategies to minimize the Government’s lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this contract.
- (4) To immediately notify the Contracting Officer of any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor’s performance of work under a given contract or subsequent to Contractor’s completion of work under such contract.
- (5) Prior to the acceptance of a contract, request to immediately notify the Contracting Officer of any potential conflict of interest which would prevent or limit the Contractor’s ability to perform the work required under the contract.
- (6) To immediately notify the Contracting Officer of any conflict of interest discovered during the Contractor’s performance of work pursuant to a Government contract; provided that the Contracting Officer shall have the right to impose such restrictions as they deem appropriate on Contractor’s performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor’s performance of work under the contract at no cost to the Government.
- (7) As otherwise provided in this contract, that if the Contractor declines to accept a task order request and subsequently participates (either directly or as a representative of another party) in a Government procurement action that was the subject of the task order request, then the fee which the Contractor would have been entitled to receive for such task order work or the fee actually paid by the Government for the task order’s performance by another contractor, whichever is greater, shall be applied toward the Contractor’s minimum order guarantee.
- (8) That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that

the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

- (9) To include this Conflict of Interest SEC Instruction, including this subparagraph, in all of the Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's rights hereunder) which involve the performance of work by subcontractors in support of this contract.
- (10) That, in addition to the remedies enumerated above, the Government may terminate this contract for cause in the event of the Contractor's breach of any of the above restrictions.

### **13. (6018.00) CONTRACTOR PERFORMANCE EVALUATION (JUNE 2020)**

- a. In accordance with FAR 42.1502, the SEC will submit an electronic record of the Contractor's performance to the Contractor Performance Assessment Reporting System (CPARS) for processing at least annually and at the time the work under a contract or order is completed.
- b. The Contractor's information for CPARS is pulled from the Contractor's entry in SAM under the Past Performance Point of Contact for the company.
- c. The Contractor's designated representative will have the ability to review, comment, and state whether or not the Contractor agrees with the evaluation and return the evaluation to the Contracting Officer (CO) per FAR 42.1503. The SEC's evaluation will be available to search in CPARS after 14 calendar days for Government use in evaluating the Contractor's past performance as part of a source selection action.
- d. If the Contractor desires a meeting to discuss the evaluation, it must be requested, in writing to the CO, no later than seven calendar days from the receipt of the evaluation.
- e. It shall be the sole responsibility of the Contractor to inform the CO or COR in writing of any changes to the Contractor's designated representative. Any such changes do not require a modification to the terms and conditions of the contract/order.

### **14. (6012.02) SEC 508 REQUIREMENTS (JUNE 2020)**

- a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the Information and Communication Technology Accessibility Provisions set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in FAR 39.203(a). The complete text of Section 508 Final Provisions can be accessed at Section 508 Law.
- b. All ICT products must comply with the following requirements. Descriptions of the requirements are viewable at the link Section 508 Standards.
- c. Offerors that fail to demonstrate compliance with the above requirements, may be eliminated from further consideration for award.
- d. The offeror shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility requirements at 36 CFR 1194 using a Voluntary Product

Accessibility Template (VPAT 2.4). Further, the solicitation response must indicate where full details of compliance can be found (e.g., vendor’s website or other exact location).

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

**15. (6007.00) COMPLIANCE WITH REGULATIONS (JUNE 2020)**

- a. The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to the conduct of this acquisition as imposed by the Federal Government and the SEC, including, without limitation, those specified or referred to in this contract.
- b. The Contractor and its employees performing work on-site at SEC facilities shall become acquainted with and shall comply with the rules and regulations of the SEC’s facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the SEC.

**16. (6012.00) Security and Privacy Act Matters (Mar 2009)**

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

**17. (6016.00) SUPPLIES (JUNE 2020)**

Space, desk, phone and computer will be made available to on-site contractor personnel at the SEC for use in the performance of their task and will be returned when they are no longer on-site. The Contractor is responsible for providing all other supplies required to perform the contract requirements with exception of those items identified in the contract to be provided by the government.

**18. (6010.00) PERSONNEL AND CONTRACTOR RESPONSIBILITIES/STANDARDS OF CONDUCT (JUNE 2020)**

- a. The Contractor shall provide all management, supervision, and skilled personnel required for the effective and efficient performance of this contract. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of this contract. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential. Contractor employees, agents, and subcontractor personnel (collectively, “Contractor Personnel”) are not employees of the Government.



- b. The Contractor shall designate a primary POC to communicate with the COR.
- c. The SEC has the right to require the removal of any Contractor personnel assigned to this contract, at any time, for any reason.
- d. The Contractor shall select, supervise, and exercise control and direction over Contract Personnel under this contract. The SEC will not exercise any supervision over Contractor Personnel, but may, in coordination with Contractor management, provide sufficient direction to contractor personnel to ensure that the purposes of the contract are met and the government's interests are protected.
- e. Contractor shall be responsible for:
  - 1. Approving time cards of Contractor Personnel.
  - 2. Approving leave requests of Contractor Personnel.
  - 3. Conducting performance evaluations of Contractor Personnel.
  - 4. Making hiring and firing decisions for Contractor Personnel.
  - 5. Informing Contractor Personnel that they are not employees of the SEC and have not received an appointment in the federal service.
  - 6. Informing Contractor Personnel that they are not to accept direction from employees of the SEC beyond that required to accomplish the purposes of the Contract.
  - 7. Informing Contractor Personnel that deliverables must be marked with employer's logo or other marking legend (as appropriate to the deliverable) and it must be removable if the SEC elects to use the deliverable as SEC materials. This applies to reports, slides, and other documents called out in the contract as deliverables.
  - 8. Informing Contractor Personnel that the Contractor is responsible for approval of their time cards, leave requests and performance evaluations, and for hiring and firing decisions.
  - 9. Directing Contractor Personnel to identify themselves in their communications (and in their work product as appropriate) as contractors rather than SEC or Federal employees, and ensuring that they in fact do so.
  - 10. Directing Contractor Personnel to display their distinguishing badges or other visible identification of their status as contractors at meetings with government or outside personnel.
  - 11. Considering during their performance of the contract whether any actions they are taking would limit the ability of an SEC employee to exercise discretion on an inherently governmental function and bring such actions to the attention of the COR.
- f. The Contractor is accountable to the SEC for the actions of its personnel. Contractor Personnel, when on-site at SEC facilities under this contract, shall only engage in duties specified in the statement of work, task order or other work statement, and not in other business, or political, charitable, or other duties. The Contractor shall not recruit on SEC premises or otherwise act to disrupt official SEC business. The Contractor shall be responsible when Contractor Personnel are on site at the SEC for maintaining satisfactory standards of competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to Contractor Personnel as may be necessary. Contractor Personnel are expected to adhere to standards of conduct that reflect credit on themselves, the contractor, the SEC and the Federal Government.



## SECTION V - TASK ORDER CLAUSES

**All clauses and terms of GSA contract #GS-07F-0030Y shall apply to this Task Order.**

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

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

### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within   1   day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

## SECTION VI – ATTACHMENTS

Attachment 1 – Non-Disclosure Agreement – Contractor Entity (February 7, 2018)\*

Attachment 2 – Non-Disclosure Agreement – Contract Personnel (February 7, 2018)\*\*

\*To be provided at the time of Task Order award

\*\*To be provided after Task Order award

**Non-Disclosure Agreement (Contractor Entity)**

A. Intending to be legally bound, Ignited LLC (the "Contractor") hereby accepts the obligations contained in this Agreement in consideration of being granted conditional access to SEC confidential or non-public information. For purposes of this Agreement, "confidential or non-public information" is defined as SEC information that is not available to the public and that is commercially valuable, trade secret, market sensitive, proprietary, 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. "SEC information" includes information that is generated by or in the possession of the SEC, as well as information that is collected on behalf of the SEC or that is otherwise accessible by virtue of performing an SEC contract. The definition of SEC confidential or non-public information applies to information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of SEC confidential or non-public information include corporate financial data provided to the SEC that has not been made public; information related to SEC examinations, investigations, and enforcement actions, including planned or contemplated courses of action, that have not been made public; SEC PII or other personnel information covered by the Privacy Act, 5 U.S.C. § 552a; and usage statistics, search histories, or other data specific to the SEC's use of a particular information source or service.

B. The Contractor acknowledges that any conditional access to SEC confidential or non-public information is granted to Contractor for the sole purpose of performing its obligations under SEC Contract 50310220F0227 (the "underlying Contract"). This Agreement does not grant Contractor access to information or materials that the SEC determines in its sole discretion are 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\(b\)\(1\) & \(b\)\(2\)](#). Contractor, for itself and its employees, agents, and subcontractors, agrees to abide by the prohibitions of § 200.735-3(b)(1) & (b)(2) as if those provisions were directly applicable to Contractor and its employees, agents, and subcontractors.

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 performing the underlying Contract.

E. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(2)(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)(2)(ii). Confidential or 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](#) (prohibition on disclosure of confidential information generally);
- [18 U.S.C. § 641](#) (prohibition on theft of public property or records);
- Section 24(b) of the Securities Exchange Act of 1934, [15 U.S.C. § 78x](#) (prohibition on disclosure and use for personal benefit of SEC confidential information); Rule 0-4, [17 C.F.R. § 240.0-4](#) (prohibition on disclosure of SEC confidential information obtained in examinations and investigations); and Rule 10b-5, [17 C.F.R. § 240.10b-5](#) (prohibition on employment of manipulative and deceptive devices in connection with the purchase or sale of any security);
- Rule 122 under the Securities Act of 1933, [17 C.F.R. § 230.122](#) (prohibition on disclosure of SEC confidential information obtained in the course of examinations and investigations);
- Section 45(a) of the Investment Company Act, [15 U.S.C. § 80a-44](#) (prohibition on disclosure and use for personal benefit of nonpublic information filed or transmitted to the SEC); and
- Section 210(b) of the Investment Advisers Act of 1940, [15 U.S.C. § 80b-10](#) (prohibition on public release of existence of SEC examinations or investigations, or results of or facts ascertained during any such examinations or investigations);

H. Contractor is aware of such laws and regulations and agrees to comply with the standards for protecting confidential or non-public information in accordance with the laws and

regulations, including any superseding revisions or updates that are applicable to the specific information to which it has access.

I. 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.

J. The Contractor acknowledges that it has received and read the SEC Regulations at [17 C.F.R. § 200.735-3\(b\)\(1\) & \(b\)\(2\)](#) and has referred any questions regarding those Regulations or this Agreement to the Contracting Officer.

K. 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.

L. In the underlying Contract, a contract clause for the safeguarding of Personally Identifiable Information (PII) imposes certain requirements on Contractor if it will design, develop, or operate a system of records on individuals, or otherwise collect, transmit, or have access to PII in the performance of the underlying Contract. Contractor affirms that it has established policies and procedures to safeguard SEC PII as required by the PII clause, or that it will do so prior to designing, developing, or operating a system of records on individuals, or otherwise collecting, transmitting, or accessing PII in the performance of the underlying Contract. Contractor affirms that it has provided a copy of the policies and procedures, or otherwise made such policies and procedures available, to all employees, agents, and subcontractor personnel who will perform the underlying Contract, or that Contractor will do so prior to designing, developing, or operating a system of records on individuals or otherwise collecting, transmitting or accessing PII in the performance of the underlying Contract. A copy of the policies and procedures are attached to this submission, or will be promptly provided to the Contracting Officer once created, and all updates will be provided to the Contracting Officer within 15 days of the effective date. Contractor agrees to enforce compliance with any such policies and procedures.

M. 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 in violation of the terms of this Agreement or any disclosure, publication, or revelation of confidential or non-public information in violation of the terms of this Agreement.



N. Contractor further agrees that it will not disclose any classified information received in the course of performing the underlying Contract unless specifically authorized to do so by the United States Government.

O. This Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

P. 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.

Q. Contractor acknowledges that if the underlying Contract is related to any actual or reasonably foreseeable SEC investigation, litigation, or dispute that the provisions in Addendum One shall apply to Contractor's employee(s) working on the Contract during the performance of the underlying SEC Contract. The underlying Contract  IS  IS NOT related to any actual or reasonably foreseeable SEC investigation, litigation, or dispute.

R. Contractor acknowledges that Addendum Two, the substance of which is required by law to be included in this Agreement, is attached.

S. 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.

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.

Note: Electronic and digital signatures are prohibited.

Contractor Name: \_\_\_\_\_ by

Signature & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum One**

(1) To avoid any conflict of interest or the appearance of a conflict of interest, I agree that except as permitted by subsection (2) below I will not participate personally and substantially as part of the underlying Contract on any particular SEC matter in which, to my knowledge, any of the following individuals or entities have a financial interest: me; my spouse; my minor child; my general partner; an organization in which I am serving as officer, director, trustee, general partner, or employee; or any person or organization with whom I am negotiating or have any arrangement concerning prospective employment or independent contractor work. In particular, unless otherwise permitted by subsection (2) below, I acknowledge that this provision prevents me from seeking, accepting, or arranging for employment or independent contractor work during performance of the underlying Contract with any party other than the SEC that has a financial interest in the outcome of the particular matter on which I am working at the SEC.

(2) Subsection (1) shall not apply -

(a) to the financial interest that I and/or my employer have in performance of the underlying Contract itself; or

(b) if I first advise the C.O. of the nature and circumstances of the particular matter and make full disclosure of the financial interest and receive in advance a written determination made by the C.O. that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the Government may expect from me.

(3) Nothing in this provision shall limit FAR 9.5 or other responsibilities in the underlying Contract relating to organizational conflicts of interest.

### **Addendum Two**

The provisions and restrictions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

### Non-Disclosure Agreement (Contractor Personnel)

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 or non-public information. For purposes of this Agreement, "confidential or non-public information" is defined as SEC information that is not available to the public and that is commercially valuable, trade secret, market sensitive, proprietary, 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. "SEC information" includes information that is generated by or in the possession of the SEC, as well as information that is collected on behalf of the SEC or that is otherwise accessible by virtue of performing an SEC contract. The definition of SEC confidential or non-public information applies to information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of SEC confidential or non-public information include corporate financial data provided to the SEC that has not been made public; information related to SEC examinations, investigations, and enforcement actions, including planned or contemplated courses of action, that have not been made public; SEC PII or other personnel information covered by the Privacy Act, 5 U.S.C. § 552a; and usage statistics, search histories, or other data specific to the SEC's use of a particular information source or service.

B. I acknowledge that any conditional access to SEC confidential or non-public information is granted to me for the sole purpose of performing obligations under SEC Contract 50310220F0227 (the "underlying Contract"). This Agreement does not grant me access to information or materials that the SEC determines in its sole discretion are 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\(b\)\(1\) & \(b\)\(2\)](#). I agree to abide by the prohibitions of § 200.735-3(b)(1) & (b)(2) as if those provisions were directly applicable to me.

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 performance under the Contract, or that is based upon confidential or non-public information which I gain in the course of performing the underlying Contract.

E. In accordance with the SEC Regulation at 17 C.F.R. § 200.735-3(b)(2)(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)(2)(ii). Confidential or 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. 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](#) (prohibition on disclosure of confidential information generally);
- [18 U.S.C. § 641](#) (prohibition on theft of public property or records);
- Section 24(b) of the Securities Exchange Act of 1934, [15 U.S.C. § 78x](#) (prohibition on disclosure and use for personal benefit of SEC confidential information); Rule 0-4, [17 C.F.R. § 240.0-4](#) (prohibition on disclosure of SEC confidential information obtained in examinations and investigations); and Rule 10b-5, [17 C.F.R. § 240.10b-5](#) (prohibition on employment of manipulative and deceptive devices in connection with the purchase or sale of any security);
- Rule 122 under the Securities Act of 1933, [17 C.F.R. § 230.122](#) (prohibition on disclosure of SEC confidential information obtained in the course of examinations and investigations);
- Section 45(a) of the Investment Company Act, [15 U.S.C. § 80a-44](#) (prohibition on disclosure and use for personal benefit of nonpublic information filed or transmitted to the SEC); and
- Section 210(b) of the Investment Advisers Act of 1940, [15 U.S.C. § 80b-10](#) (prohibition on public release of existence of SEC examinations or investigations, or results of or facts ascertained during any such examinations or investigations);

H. I am aware of such laws and regulations and agree to comply with the standards for protecting confidential or non-public information in accordance with the laws and regulations, including any superseding revisions or updates that are applicable to the specific information to which I have access.

I. 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.

J. I acknowledge that I have read the SEC Regulations at [17 C.F.R. § 200.735-3\(b\)\(1\) & \(b\)\(2\)](#) and has referred any questions regarding those Regulations or this Agreement to the Contracting Officer.

K. 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.

L. In the underlying Contract, a contract clause for the safeguarding of Personally Identifiable Information (PII) imposes certain requirements on me if I will design, develop, or operate a system of records on individuals, or otherwise collect, transmit, or have access to PII in the performance of an SEC contract. I affirm that I have reviewed my company's established policies and procedures on safeguarding SEC PII, or that I will do so prior to designing, developing, or operating a system of records on individuals, or otherwise collecting, transmitting, or accessing PII in the performance of the underlying Contract. I acknowledge that it is my responsibility to comply with my company's policies and procedures on safeguarding SEC PII.

M. 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 in violation of the terms of this Agreement or any disclosure, publication, or revelation of confidential or non-public information in violation of the terms of this Agreement.

N. I further agree that I will not disclose any classified information received in the course of performing the underlying Contract unless specifically authorized to do so by the United States Government.

O. This Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

P. 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.

Q. I acknowledge that if the underlying Contract is related to any actual or reasonably foreseeable SEC investigation, litigation, or dispute that the provisions in Addendum One shall apply during the performance of the underlying SEC Contract. The underlying Contract  IS  IS NOT related to any actual or reasonably foreseeable SEC investigation, litigation, or dispute.

R. I acknowledge that Addendum Two, the substance of which is required by law to be included in this Agreement, is attached.

S. 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.

Note: Electronic and digital signatures are prohibited.

Employee Name: \_\_\_\_\_

Signature : \_\_\_\_\_

Date: \_\_\_\_\_



### **Addendum One**

(1) To avoid any conflict of interest or the appearance of a conflict of interest, I agree that except as permitted by subsection (2) below I will not participate personally and substantially as part of the underlying Contract on any particular SEC matter in which, to my knowledge, any of the following individuals or entities have a financial interest: me; my spouse; my minor child; my general partner; an organization in which I am serving as officer, director, trustee, general partner, or employee; or any person or organization with whom I am negotiating or have any arrangement concerning prospective employment or independent contractor work. In particular, unless otherwise permitted by subsection (2) below, I acknowledge that this provision prevents me from seeking, accepting, or arranging for employment or independent contractor work during performance of the underlying Contract with any party other than the SEC that has a financial interest in the outcome of the particular matter on which I am working at the SEC.

(2) Subsection (1) shall not apply -

(a) to the financial interest that I and/or my employer have in performance of the underlying Contract itself; or

(b) if I first advise the C.O. of the nature and circumstances of the particular matter and make full disclosure of the financial interest and receive in advance a written determination made by the C.O. that the interest is not so substantial as to be deemed likely to affect the integrity of the services which the Government may expect from me.

(3) Nothing in this provision shall limit FAR 9.5 or other responsibilities in the underlying Contract relating to organizational conflicts of interest.



### **Addendum Two**

The provisions and restrictions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.