

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 87 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PBGC01-RP-09-0049	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER RQ-35-09-000040	
7. ISSUED BY PENSION BENEFIT GUARANTY CORP-PROCUREMENT 1200 K STREET, NW WASHINGTON DC 2005-40026		8. ADDRESS OFFER TO (If other than Item 7) PENSION BENEFIT GUARANTY CORP-PROCUREMENT 1200 K STREET, NW WASHINGTON DC 2005-40026			

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

SOLICITATION	
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>10:00</u> local time <u>27 MARCH 2009</u> (Hour) (Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL:	A. NAME ROLAND THOMAS		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 326-4000 3700		C. E-MAIL ADDRESS Thomas.Roland@PBGC.Gov
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	53-60
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-30		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	31	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	61-78
X	F	DELIVERIES OR PERFORMANCE	33				
X	G	CONTRACT ADMINISTRATION DATA	34-35	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	79-83
X	H	SPECIAL CONTRACT REQUIREMENTS	36-52	X	M	EVALUATION FACTORS FOR AWARD	84-87

OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

B. 1 PBGC-44-001 OTHER DIRECT COSTS (OCT 2004)

The Contractor shall be reimbursed for the actual cost of other direct costs determined to be allowable in accordance with Part 31 of the Federal Acquisition Regulation and authorized by the Contracting Officer or his designee prior to the contractor incurring the charge. If Travel and Per Diem are authorized they will be reimbursed in accordance with the Federal Travel Regulation (FTR) in effect at the time the travel is authorized by PBGC. All travel requirements must be met using the most economical form of transportation available and must be scheduled sufficiently in advance to take advantage of offered discount rates unless waived by the Contracting Officer. You may find the FTR at

<http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelPage=%2Fchannel%2FgsaOverview.jsp&channelId=-14863>.

B.2 PRICING SCHEDULE

Item Number	Services	Quantity	Unit	Amount
0001	Customer Relationship Management Services in accordance with PWS. Base Period of Performance : 1 April 2009 – 31 March 2010	12	Months	

0002 Base Period of Performance (1 April 2009 – 31 March 2010)

Target Cost	Target Fee	Minimum Fee	Maximum Fee	Fee Adjustment Formula

1001	Customer Relationship Management Services in accordance with PWS. Option One Period of Performance : 1 April 2010 – 31 March 2011	12	Months	
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1002 Option One of Performance April 2010 – 31 March 2011

Target Cost	Target Fee	Minimum Fee	Maximum Fee	Fee Adjustment Formula

2001	Customer Relationship Management Services in accordance with PWS. Option Two Period of Performance : 1 April 2011 – 31 March 2012	12	Months	
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2002 Option Two Period of Performance (1 April 2011 – 31 March 2012)

Target Cost	Target Fee	Minimum Fee	Maximum Fee	Fee Adjustment Formula

3001 Customer Relationship Management 12 Months
 Services in accordance with PWS.
 Option Three Period of Performance :
 1 April 2012 – 31 March 2013

3002 Option Three Period of Performance (1 April 2012 – 31 March 2013)

Target Cost	Target Fee	Minimum Fee	Maximum Fee	Fee Adjustment Formula

4001 Customer Relationship Management 12 Months
 Services in accordance with PWS.
 Option Four Period of Performance :
 1 April 2013 – 31 March 2014

4002 Option Four Period of Performance (1 April 2010 – 31 March 2011)

Target Cost	Target Fee	Minimum Fee	Maximum Fee	Fee Adjustment Formula

B.3 TYPE OF CONTRACT

The contractor shall perform the effort required by this contract as an IDIQ, Firm Fixed Price task order for all Operations, Production and Maintenance (OPM) and Cost-plus-incentive-fee on Development Modernization Enhancement (DME) task orders work. The work shall be performed in accordance with all sections of the Performance Work Statement. DME work will be added through task orders as required. The combined total for OPM and DME shall not exceed a maximum amount of twenty-five million dollars during the five year period of performance for this contract and a minimum amount of ten thousand dollars per year. Contractors shall propose an incentive plan with rates for future DME task orders as specified above. This requirement is 100% total set-aside for small business. NAICS Code for this procurement is 541511 with Dollar Amount of \$23M.

SECTION C PERFORMANCE WORK STATEMENT (PWS)

1.0 GENERAL INFORMATION

Introduction

The Pension Benefit Guaranty Corporation (PBGC) is a federal corporation created by the Employee Retirement Income Security Act of 1974. PBGC currently protects the pensions of 44 million American workers and retirees in 30,330 private single-employer and multi-employer defined benefit pension plans. PBGC encourages the continuation and maintenance of private-sector defined benefit pension plans, provides timely and uninterrupted payment of pension benefits, and strives to maintain pension insurance premiums at a minimum for participants. Defined benefit pension plans promise to pay a specified monthly benefit at retirement, commonly based on salary and years on the job. When the sponsor of a covered plan cannot support the plan, the plan terminates and PBGC becomes its trustee. In the approximately 3,800 plans that have gone through this termination and trusteeship process, PBGC pays benefits to more than 630,000 retirees and beneficiaries and is responsible for over 550,000 other participants who are not yet eligible to retire.

PBGC's Director reports to a Board of Directors chaired by the Secretary of the Treasury. The secretaries of Labor and Commerce are the other board members. PBGC is not funded by general tax revenues. Instead, PBGC is funded by the insurance premiums it collects from employers that sponsor insured pension plans and by investment revenue from assets acquired from terminated plans.

The Office of Information Technology (OIT) is responsible for PBGC's Information Technology program. OIT provides the following services: Information Technology (IT) and electronic communications services and support to PBGC; plans for, directs and coordinates the allocation of corporate resources for IT services, support and related activities; delivers IT business solutions driven by customer requirements; operates, maintains and safeguards PBGC business and infrastructure system; and oversees the acquisition of IT resources for PBGC.

Background

OIT currently manages the Customer Relationship Management (CRM) application for one of PBGC's core business divisions: Benefit Administration Payment Department (BAPD). The purpose of the CRM application is to consistently track all of PBGC's customer interactions within a common place and have a consistent means of dealing with customers. CRM provides the customer with a one-stop-shopping experience to have their service needs completed on the first call or interaction with PBGC. CRM provides PBGC with the means of achieving its corporate and strategic goal: be responsive and timely meeting the customer needs. In addition, CRM's integration with other PBGC systems and applications allows PBGC to:

- Access/change participant-profile information (i.e. home address, Automated Clearing House (ACH) address, and bank address);
- View imaged participant documents, including correspondences;
- Access plan and payment information and take action when changes are appropriate;
- Provide tightly manage security and controls that permit access and govern the approval process, and
- Support PBGC's goal to reduce operational costs by decommissioning legacy applications and transfer the functionality into CRM.

The CRM application is an Oracle base Commercial-Off-The-Shelf Application (COTS) product currently operating on Version 12 of Oracle e-Business Suite of products. The CRM application captures and tracks all participant/customer interactions through multiple communication channels which include telephone, email, written correspondence and on-line web interactions. CRM is currently used by approximately 700 plus end-users that include Field Benefit Administrator's (FBA), Trusteeship Processing Division's (TPD), Document Management Center (DMC), Customer Contact Center (CCC), Problem Resolution Office (PRO), Management Control Unit (MCU), Retiree Services Division (RSD), the Strategic Planning and Evaluation Department (SPED) and State Street Corporation (SSC). CRM interfaces with Image Processing System (IPS), My Pension Benefit Administration (MYPBA), Electronic Automated Letter Generation (eALG), Genesis, Customer Management System (CMS), and Appeals Research Tracking and Information System (ARTIS). In addition, CRM provides reporting capabilities and data to the Benefit Administration and Payment Department (BAPD).

2.0 General Contract Scope of Work

The contractor shall perform the necessary services to successfully perform the objectives described in this Performance Work Statement (PWS). The objective of this PWS is to provide the information and standards needed to continue providing User Enhancements, maintain and operate the CRM application so that CRM provides a seamless view of the participants and one-stop-shopping that supports the entire business process for PBGC. This PWS address the need for the CRM application to support the legislative mandates, the demand for infrastructure changes, security changes, architecture changes and audit findings and changes that improve efficiency and power of the application in order to support PBGC in meeting its mission, corporate and strategic goals.

The contractor shall support the improvement of overall system performance, improve efficiencies in improving data quality for Benefit Administration, provide more efficient processes for both Participants and PBGC staff in order to support a better customer experience by providing quality customer service for the participant regardless of the method the participant used to contact PBGC.

The contractor shall support the modernization plan for Benefit Administration that includes consolidating changes and modernizing supporting applications and databases

within each system to reduce the number of development and steady state projects and costs.

The contractor shall perform services for Development, Modernization and Enhancements and Operations and Maintenance Support for the CRM application outlined below in order for PBGC to meet its mission, corporate and strategic goals and objectives.

2.1 DEVELOPMENT, MODERNIZATION AND ENHANCEMENTS

Development, Modernization and Enhancement services are changes to the scope of existing applications that provides for new, changed or deleted functionality, features or capabilities. Changes are generally requested to improve software in response to PBGC business process, user interface, technology advancement changes and industry mandates. In addition, other activities include moving the current CRM application capabilities to target architecture necessary to support progress against the PBGC's strategic goals for customer service and the Presidents Management Agenda.

In order to support Development, Modernization and Enhancements (DME), the contractor shall:

1. Perform and complete project initiation, planning, analysis, design, development, testing and implement any new approved modernization enhancements and requirements to the existing CRM system in compliance with Information Technology Systems Life Cycle Methodology (ITSLCM).
2. Schedule and coordinate the development, modernization and enhancement releases with the appropriate teams and deliver the releases on time and within budget.
3. Deploy quality DME software releases in production and minimize downtime in production due to Quality issues.
4. Ensure the design is interoperable with other integrated systems and meet Enterprise Architecture (EA) standards.
5. Coordinate extensively with all involved areas such as OIT, BAPD, Information System Security Officer (ISSO), and other applicable divisions and systems within PBGC and Federal Government to ensure all impacts are identified before project implementation.
6. Deploy all software enhancements through releases according to established PBGC Software Configuration Management Procedures and Change Management Policy, Process and Procedures and PBGC security policies to insure the agency standards are accurately captured and incorporated into the releases.

7. Work in partnership with OIT in anticipating and responding to future initiatives and technology evolutions that will enable OIT to respond to customer and provide an efficient and robust system.
8. Development, Modernization and Enhancement (DME) releases deployed to production shall not degrade existing system performance.

2.2 OPERATIONS SUPPORT

Operations support includes Production and User Support, Infrastructure and Other support. Each support area is defined below.

2.2.1 Production and User Support

In order to maintain the CRM system in production and provide user support, the contractor shall do the following in order to meet the customer's needs and the organizations goals and objectives to provide timely, accurate, and responsive to customer service:

1. Respond and resolve operational problems and Peregrine tickets assigned to the CRM application team. Contact users and provide technical assistance to ensure issues are resolved timely. Effectively communicate with the users to provide the status of the open issues.
2. Provide Service Desk support, follow OIT Service Management, Incident and Problem Management processes and participate in root cause analysis in order to resolve production and user support issues.
3. Perform life cycle maintenance to correct defects. Plan, develop, test, and implement changes for emergency releases and schedule releases. Effectively coordinate with the appropriate teams to ensure the code deployment is successfully implemented into production.
4. Convert new pension plans into CRM and maintain user profiles.
5. Manage security, roles and responsibilities within CRM so that user roles will be defined according to the business need. Evaluate existing and new responsibilities based on the user requirements and recommend and map the corresponding CRM responsibilities to the appropriate job categories in the User Provisioning Tool (UPT). Request and test new job categories as needed to reflect new groups of users.
6. Develop, run, and verify ad hoc reports to ensure the reports meet the business and sponsoring organizations requirements.
7. Configure, when required, application server domains, web switch and other technologies associated with Service Order Architecture (SOA).
8. Effectively respond to questions about the CRM application, system errors and outages. Resolve technical issues with Information Technology Infrastructure

Operations (ITIO), production oracle Database Administrators (DBA's), network support, other PBGC teams, other systems and databases such as Genesis and Participant Records Information System Management (PRISM).

9. Provide guidance to and coordination with support staff such as Production DBA's, Contractors, and PBGC Infrastructure Teams in order to restore CRM Production environment and CRM application due to outages, problems related to Oracle Identity Management (OID), Single-Sign-On (SSO), Business Process Execution Language (BPEL), Unified Desktop Home Page, and other program logic errors and requests for production support.
10. Provide integration systems support with development teams such as MyPBA, Participant Application Maintenance Team (PAMT), eALG, Spectrum, Image Processing System (IPS), ARTIS, Approval Worklist Application (AWA), CMS, and User Provisioning Tool (UPT).
11. Provide support to ITIO to resolve application production issues.
12. Provide proactive performance monitoring, application usage analysis and reporting in order to identify potential or actual system failures and analyze how to prevent and remedy the issues identified.
13. Proactively monitor CRM system and CRM servers and responsively communicate and report issues, resolve customer requests and provide solutions to ensure successful resolution of system problems.
14. Monitor stored procedures; preset automated jobs and other executables that are run periodically in production to support operations.
15. Manage change requests, system problem reporting, and tracking requests for CRM application with the Test Center Operations (TCO) group in the Common Development Environment (CDE), Integration Testing Center (ITC) and Production environments so that changes can be successfully tracked in all environments.
16. Conduct analysis of problems reported by users and recommend business, functional and technical improvements for the affected systems and business processes in order to ensure the CRM application is providing the greatest benefit to users.
17. Provide alternative solutions to improve the related processes and assist in exploring possibilities of using new features, functions and modules that will increase operational efficiency of CRM and other applications.
18. Prepare recommendations for training based on any operational or functional changes to the CRM application.

19. Maintain and update System Administration Operational procedures, operations guide, manuals and documents to reflect revisions and correction of errors to the CRM application.
20. Ensure separation of duties between designated personnel to perform development tasks and designated personnel to perform production tasks in order to be in compliance with PBGC security policies and procedures.
21. Provide after-hours and weekend support to users/stakeholders as requested by PBGC during yearly processing.

2.2.2 Infrastructure and Other Support

OIT requires applications to support Infrastructure projects and initiatives in order to ensure the systems are utilizing the latest technology and fix known software issues by the vendor that will improve system performance and efficiently operate to support the user needs. These projects support hardware and software upgrades, testing efforts, security patches recommended for the system and other specific requirements needed that will benefit the PBGC in responding to its customers. Other support includes disaster recovery efforts, supporting the integrated development teams and ensuring audit findings are addressed in a timely manner.

The contractor shall support infrastructure initiatives and projects and provide other support for the CRM applications as follows:

1. Proactively plan, design, develop, test, and deploy infrastructure requirements and modernize existing system based the approved requirements.
2. Schedule and coordinate the infrastructure releases with the appropriate teams and deliver the releases on time and within budget.
3. Provide application database management for CRM project: includes support of the development, training and tests environments, as it relates to software, connectivity, and security. Clone databases on a scheduled basis to keep environments fresh and in synch with the production environment.
4. Conduct technical and functional reviews of the latest system software releases, and provide technical and functional support to areas such as OIT and BAPD staff in upgrading CRM application.
5. Assist PBGC with the identification of infrastructure requirements that can be used to improve the overall CRM application.
6. Follow established processes and coordinate with the appropriate teams to get updated code into the production environment:
 - a. Generate Change Control records.
 - b. Create a reservation in the ITC to test the upgrade in a “production like” environment.
 - c. Coordinate with the TCO team to deploy code into the ITC environment.

- d. Complete testing in the ITC lab, and get the required approvals for the change control record.
 - e. Coordinate with the production DBA staff to implement change into the production environment.
- 7. Implement system upgrades to hardware and systems software in order to maintain system and software compatibility; effectively coordinate with the impacted groups which include PBGC Headquarters, Kingstowne, Field Benefit Administration Offices and State Street Corporation and other CRM users.
- 8. Manage application upgrades/installations, capacity planning, and application tuning. Generate and review documentation prior to installation of application upgrades. Coordinate with production DBA staff to implement new changes, and monitor the performance of the system. Review production DBA scripts and provide guidance to DBA in modifying production DBA scripts as required ensuring the release goes successfully.
- 9. Provide testing support with TCO team for hardware and software upgrades and security patches in all environments including Common Development Environment – Team Specific (CDE-T), Common Development Environment – Integrated (CDE-I), and Integration Testing Center (ITC) to ensure accurate validation of the software before it moves to production.
- 10. Perform Acceptance Tests of Third Party Hardware, Software, and Documentation:
 - a. Oracle CRM software and equipment deliverable testing involves the independent analysis of products and processes throughout the CRM development life cycle. Acceptance testing includes test planning, test case development and maintenance, creating test scripts, testing, maintaining a test environment and using the ITC test facility, and documentation of test results. Individual products and the full installation of CRM components that include workstations, networks, servers, and software are tested.
 - b. Perform functional shakedown and testing of all CRM environments (CDE, CDE-I, ITC). Execute test scripts to verify system is working properly and document the results. Work with the development team and instance manager to resolve all issues reported through the shakedown.
- 11. Coordinate the notification of the deployment of releases to users, stakeholders, Service Desk, COTR, and other impacted parties in a timely manner.
- 12. Develop Release Notes and assist with production patch implementations (security and applications).
- 13. Assist in defining Enterprise Architecture (EA) standards. Ensure system designs are compliant and interoperable with PBGC's EA standards and other applications.

14. Leverage internal EA and industry best practices and standards to provide system improvement recommendations for system operations in order to ensure reliability, performance, capacity and optimal resource utilization of the system.
15. Evaluate hardware and software solutions that will benefit PBGC and keep PBGC business processes current and efficient.
16. Perform performance tuning recommendations for application databases in order to keep the system operating and running efficiently.
17. Use reporting tools to determine performance of the system. Pursue implementing changes that improve performance of the application.
18. Participate in and implement corporate-wide Information Technology (IT) initiatives and other request as agreed upon by COTR/CM and complete the initiatives and requests on time. Examples of IT initiatives include security audits, security plan updates, application's security certification and accreditation.
19. Provide after-hours and weekend support to users/stakeholders as requested by PBGC during yearly processing and other peak periods.
20. The contractor shall plan and participate in the Continuity of Operations Plan (COOP) testing and support to ensure coordinated and restoration of operations for the CRM application. The contractor shall complete the following:
 - a. Identify the key resources to participate in COOP and shall ensure the resources are located at the specific COOP location, if requested.
 - b. Develop COOP testing scenarios.
 - c. Work with users and COOP team to execute COOP tests and
 - d. Document and maintain the results.
21. Support application and system audits from external and internal auditors and respond to audit questions in order to keep PBGC compliant with internal and external standards, policies and procedures.
22. Evaluate emerging technologies for applicability to PBGC as business process technology continues to change

2.3 MAINTENANCE SUPPORT

Maintenance support enables systems to operate according to the most recent set of approved requirements and do not change functionality, features or capability of the existing applications. The timing of maintenance requests are generally predictable, however, the nature of the request may not be as predictable.

In order to respond to request and changes that impact the CRM application, the contractor shall perform the following:

1. Perform and complete project initiation, planning, analysis, design, development, testing and implement any approved changes for maintenance releases to the existing CRM system in compliance with ITSLCM.
2. Schedule and coordinate the maintenance releases with the appropriate teams so the releases can be delivered on time and within budget.
3. Deploy quality maintenance software releases in production and minimize downtime in production due to Quality issues.
4. Analyze and evaluate software problems to perform corrections/minor changes (e.g., data fixes) to support application users. Validate the corrections, minor changes and enhancements identified, define the requirements, design the correction, analyze the impact of the correction on the software product, test the corrected software, analyze and evaluate the test results for the corrected software, and then implement the corrected software according to an approved plan.
5. Deploy all software enhancements through releases according to the established PBGC software configuration management procedures and change management policy, process and procedures and PBGC security policies to ensure the agency standards are accurately captured and incorporated into the releases.
6. Coordinate maintenance support efforts and implement maintenance changes with OIT and other impacted systems to ensure the smooth deployment of the software. Support includes obtaining and understanding relevant technical information including installation instructions, release notes, file listings, known problems document, data dictionary changes and support policy guidelines.
7. Maintain, coordinate and provide technical assistance and support for the testing and upgrading of all standard software with the TCO group and in all environment location instances including the Common Development Environment – Team Specific (CDE-T), Common Development Environment – Integrated (CDE-I), Integration Testing Center (ITC) and alternative sites (to support COOP).
8. Implement audit findings in order to bring the CRM application in compliance with PBGC policies and procedures.
9. Continuously evaluate emerging technology for applicability to CRM Suite and provide system improvement recommendations for new technology initiatives. Maintain and modify the CRM application to meet new technical requirements.
10. Conduct an impact analysis when a new software version adds new or modified functionality or when any current version that is being used must adapt to a new operating system or server environment.

11. Provide technical assistance to migrate CRM application, database and operating systems on servers to future software versions.
12. Provide comprehensive analytical support to determine new requirements for existing CRM system. Implement and maintain processes for proactively researching, identifying, recommending new technologies and capabilities that will eliminate duplication, increase organizational efficiency, improve customer satisfaction and capitalize on industry best practices.
13. Conduct technical and functional reviews of the latest system software releases and provide technical and functional support to areas such as OIT and BAPD staff in maintaining the CRM application.
14. Effectively coordinate the notification of the deployment of maintenance releases to users, stakeholders, Service Desk, COTR, and other impacted parties in a timely manner in order to provide impacted parties time to prepare for the release.
15. Develop and publish Release Notes for each maintenance release so that users will understand the changes that were made to the release.
16. Recommend, propose processes and methods for retiring and archiving existing legacy applications to eliminate redundant system functionality in production.
17. Maintain and update the information, instructions and technical requirements targeted to software developers (e.g., schemas) and troubleshoot software-related issues that develop.
18. Deploy all maintenance software through maintenance releases processes and procedures established by OIT.
19. Provide after-hours and weekend support to users/stakeholders as requested by PBGC during yearly processing and other critical times.

2.4 TRAINING

An important part of a systems success is whether the end-users can use the CRM system effectively. End-users must be trained on the CRM system so that they can complete their job functions in a timely manner. In order to meet the end-users and business need, the contractor shall do the following:

1. Develop and perform timely, flexible, and cost effective training for CRM system to ensure that users are trained successfully in using the application that supports their daily operations. Tailor the training to efficiently meet specific user needs and conduct the training as necessary to support new CRM users, after major upgrades, and meet ad hoc customer requests.
2. Support ongoing training of CRM users on CRM releases. Develop training materials to help users quickly become familiar with the new changes to the system. Develop job aids (quick reference guides), training labs, step by step

procedures, and on-line tutorials that can be used to train the users on new changes in the software releases.

3. Maintain training documents on the PBGC CRM Portal website and other agreed upon specific locations so that the users can have ongoing access to the training materials.
4. Deliver training plans and schedules prior to a software release implementation. Ensure users are trained in a timely manner to coincide with the rollout of the software changes into the production environment.
5. Work with other teams to address training needs and issues. Facilitate meetings with other application teams to develop strategies to inform the users of the changes that are being implemented for the CRM system. Provide training assistance to teams that are impacted by the CRM releases.
6. Assess user training needs and develop appropriate training material in order to support the user training needs.
7. Coordinate with Business Representatives, PBGC training professionals and other key stakeholders to recommend and share best training approaches and practices; development of training materials and/or tools; classroom or online instruction in support of CRM system. The WEBEX tool shall be utilized to train users in an effort to reduce cost and provide efficient training.
8. Provide access to all training artifacts produced to all users, Process and Product Quality Assurance (PPQA) team and other project teams.
9. All training developed or delivered by the contractor shall reflect knowledge of, and skill/experience in, applying the principles of adult-learning, instructional systems design, and various instructional design models.
10. All training developed or delivered by the contractor shall meet all applicable PBGC Training directives and other PBGC training program requirements and allow for customization as training policies and procedures are modified.

2.5 Technical Writing and Documentation

During the life of a system, many changes are made to improve the operational efficiency of the system. It is critical to document the changes throughout the system lifecycle so that the development teams and users can have reference materials to reflect the changes. For the CRM system, the contractor shall do the following in order to maintain and provide documentation of the changes to the system:

1. Add and update the technical, user, test plans, test results, configuration management and change control documentation for CRM system. Documents

shall be added or updated as new or enhanced software application releases are implemented and as procedures are modified as a result of these releases. The actual documents added or updated shall be based on the nature of the work and the schedule and priorities established by the COTR and or designated Contract Monitor.

2. Prepare and deliver narrative documentation such as requirements and technical specifications, test plans, test results, report code, issue tracking (e.g., Problem Resolution Report) and spreadsheet analyses to PBGC in electronic form using the PBGC standard or other software designated by the COTR and or designated Contract Monitor.
3. Develop and prepare documentation, including but not limited to, functional and data requirements, functional and technical specifications, flowcharts (e.g., functional decomposition, data flow diagrams), system design, user manuals, and code. Prepare and deliver graphical documentation for flowcharts and other types of graphics.
4. Develop and produce technical documentation specified and approved by the COTR and or designated Contract Monitor for each new and modified change for each release.
5. Utilize the PBGC Portal, PBGC internal web site for information sharing, where appropriate and support converting the electronic version of the documentation to PBGC's Intranet, adhering to OIT standards.
6. Develop user and technical documentation, reference materials (on-line and/or paper), demonstration materials, and/or Web user help files. The contractor shall conduct or support demonstrations, training sessions (e.g., train technical staff and internal and external users), develop and provide training materials, and develop and utilize training aids (e.g., on-line training screens and information).
7. Deliver appropriate online help files, user manuals and training guides with releases.
8. Provide access to all the artifacts produced to integrated teams in PBGC.
9. Maintain and update the CRM web site on the PBGC intranet portal.

3.0 Government Furnished Property/Information

All work is to be performed on site using PBGC furnished equipment. The contractor shall utilize only Government-furnished property, equipment, and materials only in connection with this contract. Title to Government-furnished property shall remain with the Government. Title to all software programs, documentation, scripts, tools, and other deliverables developed under this contract shall pass to and vest in the Government.

4.0 Applicable Directives

Compliance

4.1 Information Technology System Life Cycle Methodology (ITSLCM)

The Contractor shall adhere to and comply with the PBGC Information Technology Life Cycle Methodology (ITSLCM) directive Policy and Process Flow for all IT solutions. The contractor shall follow all processes, procedures and templates established under the ITSLCM. The contractor shall comply with and adhere to any future ITSLCM directives and policies.

4.2 Security Compliance & Security Guidelines and Certification and Accreditation process.

The contractor shall adhere to and comply with PBGC's Security directives. In order to be in compliance with the security polices and procedures, the contractor shall do the following:

- Ensure that all software design and development comply with PBGC's Information Security Policy (ISP) and Information Assurance best practices and standards and allow for customization as security policies and procedures are modified.
- Obtain certification and accreditation from ISSO before deployment of any enhancement projects.
- Ensure timely and effective identification, isolation, containment, and coordination of security incidences in compliance with ISSO standards and policies.
- Comply with other government standards including OMB Circular A-130, Computer Security Act of 1987 (Public Law 100-235), Privacy Act of 1974 as amended, and the Freedom of Information Act as amended.
- Comply with and adhere to any future Security directives and policies.

4.3 Compliance with Government Regulations and Standard

The contractor shall be responsible for compliance with applicable Federal Government regulations and standards for software development and maintenance. The contractor shall be in compliance with, but not limited to, the following:

- Office of Management and the Budget (OMB) guidelines for system security and internal controls, the Government Paperwork Elimination Act, standards from the National Institute of Standards and Technology (NIST), Section 508 of the American with Disabilities Act, and local PBGC standards.
- Ensure that the CRM application shall meet all relevant Federal internal control standards. For example, the CRM Application must be in compliance with OMB circulars A-123, A-127, and A-130, the Computer Security Act of 1987, the

Privacy Act of 1974, government auditing standards, PBGC specific security standards, Management Control Unit (MCU) requirements and Enterprise Architecture Planning Committee requirements.

- Recommend and propose additional processes, methods and standards, as long as they do not conflict with the current PBGC and BAPD processes, methods, and standards and are approved in writing by the COTR and or designated Contract Monitor.

4.4 Earned Value Management Compliance

The contractor shall be in compliance with the American National Standards Institute (ANSI) /Electronic Industries Alliance (EIA) 748-A-1998 (R2002) Earned Value Management System guidelines on all DME projects as required by OMB.

5.0 Constraints and Assumptions

5.1 Enterprise Architecture Plan

The Contractor shall adhere to and comply with the PBGC Enterprise Architecture (EA) Blueprint. The Contractor shall support and comply with the standards and technologies of the PBGC target architecture as described in the PBGC Enterprise Architecture Blueprint. The contractor shall comply with and adhere to any future EA guidelines and standards.

5.2 Integrated Project Team

The Contractor shall be an active member of the Integrated Project Team (IPT). The IPT is comprised of members of the project team, Process and Product Quality Assurance (PPQA) contractor team, other impacted project teams, PBGC functional staff and users as required. The Contractor shall attend weekly status meetings to review the project progress. Frequency of the meetings may change due to emergent need and issue resolution. The Contractor shall present information regarding accomplishments over the previous period, plans for the next period, any issues or action items, deviations in schedule of effort, status of critical dependencies, risk status, and other areas of note. The contractor shall reflect work to be performed by members of the IPT in their project schedules.

5.3 Process and Product Quality Assurance (PPQA) process

The contractor shall follow PBGC's OIT Process and Product Quality Assurance process for all new and existing Information Systems and Information Technology projects. PPQA is a supporting component of the ITSLCM methodology and provides a means to monitor and audit the adherence of a project to the development, delivery, and maintenance processes of the ITSLCM.

In addition, the PPQA process is used to ensure ITSLCM processes are followed and ensure the quality of artifacts that will be delivered in accordance with the ITSLCM tailoring document.

5.4 Configuration Management

The contractor shall adhere to and comply with PBGC Configuration Management processes, procedures and use PBGC's Configuration Management tools for development. The contractor shall do the following:

- Support configuration management for all development configuration items, including hardware, system software, application software (both source and executable code), data files, stored procedures, and documentation acquired, developed or modified within the scope of this contract.
- Use PBGC configuration management tool for development – Serena Provisioning Version Control System (PVCS) Tracker
- Adhere to all published PBGC configuration management procedures and assign a Configuration Manager to participate in the Configuration Management PVCS User Group sessions.
- Develop Configuration Management Plans as necessary, per PBGC ITSLCM, to identify project Configuration Management procedures. Where detailed procedures have not been provided, the contractor is expected to implement a responsible configuration management program that includes – establishing baselines of source code, documentation, formal methods of initiating and tracking changes to the configuration items, procedures for storing, accessing, and releasing software, and standards and procedures to ensure that configuration documentation is current and accurate. The PBGC uses the capabilities of migration model in Serena PVCS to transition code from development, to ITC, to staging, to production and COOP, as applicable. All defects for the software are required to be tracked by the contractor in PVCS Tracker.
- Present defects at the Configuration Control Board (CCB) Meetings for prioritization so that the defects can be scheduled into approved software releases. The contractor's Serena PVCS repository shall be audited at any given time. Results of the audit may require the contractor to fix deficiencies in their repository in a given time frame.

5.5 Change Management

PBGC has an established Change Management process. The contractor shall do the following:

- Ensure responsibility for change management of all production configuration items, including hardware, system software, application software (both source and executable code), data files, stored procedures, and documentation acquired, developed or modified within the scope of this contract.
- Use PBGC change management tool for production – Peregrine Service Center Change Management.

- Adhere to the PBGC Change Management Policy, Process and Procedures Document and assign designated personnel to participate in the weekly Change Management meetings.

5.6 Testing

In order to deliver quality solutions and software releases, the contractor shall perform testing prior to software going into production. The contractor shall, at a minimum, select and perform the appropriate testing for each project initiative. Examples of types of testing include but are not limited to: unit testing, system testing, functional testing, integration testing, performance testing, load testing, parallel testing, regression testing, end-to-end testing, user testing, user acceptance testing and security testing. In addition, the contractor shall do the following:

- Perform testing on all project initiatives to ensure the quality of the solutions and software releases delivered.
- Work with the appropriate teams, groups and users to coordinate testing support and assist application users in User Acceptance Testing of CRM applications including but not limited to the preparation of test plans, test cases/scripts, test results, and the use of automated testing tools
- Develop and maintain operational documentation, system documentation, and procedures.
- Coordinate with users for performing User Acceptance Testing and coordinate with production groups for migration of the applications to production.
- Use automated testing tools such as WinRunner, Test Director, and Load Runner in order to assist in testing effectively and efficiently.
- Use PVCS Tracker for tracking and reporting defects during testing.
- Develop testing artifacts such as test plan, test cases, test scripts, test scenarios and others as identified in ITS LCM.
- Adhere to OIT established testing policies and procedures and ITS LCM process on delivering quality solutions and releases to the users
- Recommend and propose additional testing solutions, processes, methods and standards, as long as they do not conflict with the current OIT processes, as approved by the COTR and or designated Contract Monitor

5.7 Project Management - Planning, Schedule Management, Tracking, Managing, Reporting

The contractor shall develop project schedules for all approved project initiatives. The COTR and or designated Contract Monitor will review and approve the project schedule. The contractor shall follow the ITS LCM process in support of developing the schedule and ensure the schedule includes the deliverables, milestones, planned durations for each task, project start and end dates, resources, work breakdown structure of activities and other specific information needed to track the projects. The contractor shall also:

- Develop and deliver the project documents required by the ITSLCM process for each approved project.
- Develop an impact assessment of each project and coordinate with the appropriate groups and teams, as necessary, in order to complete the impact assessment.
- Adhere to all established and future OIT Project Management processes, in accordance with the ITSLCM.

5.8 Primavera's Project Tracking Tool

The Primavera project tracking tool was implemented in an effort to provide accurate and timely information on projects so that management and other users could make informed decisions. The tool shall be used in support of the ITSLCM process. The contractor shall use the Primavera project tool to do the following:

- Develop, track, report and manage the project schedule; provide and report on specific project information requested by the Project Manager, COTR, Contract Monitor(s) and other stakeholders.
- Capture and track actual data, such as costs, hours, dates, and maintain project baselines of the project schedules.
- Report on schedule, cost and earned value

The contractor shall comply with and adhere to any future tracking tools and standards.

5.9 Reporting

5.9.1 Earned Value Management Report

- The contractor shall track and report earned value on all DME projects meeting the earned value threshold defined by OIT. The method of reporting method of reporting earned value must be approved by COTR/CM.

5.9.2 Project Status and Reporting

The contractor shall, at a minimum, meet once a week with the COTR and or designated Contract Monitor to discuss activities, risks, issues and staff utilization for each reporting period. The contractor shall also provide the following:

- **Project Status**—Provide a status on all the projects on a weekly (or as requested) basis to the COTR and or designated Contract Monitor
- **Weekly Status Reports**—Deliver weekly status reports to the COTR and or designated Contract Monitor containing information on accomplishments for the week, risks, issues, and plans for the next week.
- **Meetings**--Develop and distribute meeting agendas for all meetings;

- Participate in meetings, as requested by the COTR and or designated Contract Monitor, to provide updates on projects, schedules, demonstrate progress, discuss risks and mitigation strategies, and provide explanations of any cost over-runs and schedule slippages.
- Prepare presentations and artifacts and deliver management briefings as requested by the COTR and Project Manager
- **Meeting Minutes**—Develop meeting minutes from any meetings attended by the contractor, which shall include information regarding the discussion, decisions made, risks, action items, and next steps. The meeting minutes shall be routed electronically via PBGC email to all attendees for review within 48 hours after the meeting and accepted as the official minutes upon Federal Government approval.

5.9.3. Financial Reporting

The contractor shall deliver and provide the following information:

Financial Reports—Deliver a financial report, to the Contract Specialist and the COTR, by the fifteenth day of the month, for the previous month being reported. The report shall contain the following:

- (1) Project-hours: Project-hours expended during the reporting period, actual vs. planned, and a cumulative total;
- (2) Funds: Funds expended during the reporting period, actual vs. planned and a cumulative total;
- (3) Estimate to Completion: Project-hours and funding required for providing services through the completion of the current period by project.

Invoices—Deliver invoices, to the Contract Specialist and the COTR by the twentieth day of the month following the period being reported.

Assist in developing management reports and analysis, within the scope of this contract.

5.9.4. Other Reporting

The contractor shall maintain and provide the following:

Sign In Sheet—Record personnel attendance by maintaining daily sign in/sign out logs for hours worked. These documents shall also accompany all invoices.

Personnel Roster—Provide/maintain a roster of all contractor personnel, equipment and materials under contractor control and notify both the Contract Specialist and the COTR, in writing, of any additions, deletions or changes within one week after the change(s).

OIT Contractor Staffing Report - Provide a monthly contractor staffing report to the COTR and or designated Contract Monitor that includes the following: Contract number, Vendor Contract Name, funding source, contractor employee primary user identification number assigned by PBGC, contractor employee last and first name, position title, site location address, off site, office/cubicle number, office phone number, PBGC group supporting, primary project number, secondary project number (if applicable), start date, termination/separation date and total number of contractors. In addition provide:

- Planned New hires within next 30 days
- List employees terminated within 30 days
- List employees hired within 30 days
- Contractor Security Representative
- Project Manager for Vendor Contract

Software Development Cost Report - Provide monthly cost for work specific to development, modernization and enhancements, production support and steady state costs. Ensure these cost are in line with the monthly invoice totals.

Accrual Expense Report - Provide on a quarterly basis any services performed but not invoiced for a specific period of time identified by COTR and or designated Contract Monitor

Access Reports – Provide/Maintain access levels for each contractor on the team and provide it on a monthly basis to the COTR.

COOP Calling Tree – Provide/Maintain COOP calling tree structure and provide monthly updates or as required to the COTR.

Software Library Reports – Maintain detail list of all the software used by CRM application.

Software License Report - Provide an annual report to the COTR on which licenses need to be renewed and what software needs to be updated. The annual report will also include estimates for license renewals and updates.

Office of Management and Budget (OMB) 300 Reports and Business Cases -- Provide assistance in developing and reporting information for OMB reports and business cases for the projects.

5.10 Environments

OIT has established software environments that allow the application to go through the process of developing and testing prior to production to ensure high

quality software end products to PBGC customers. The goal providing these environments to teams is to ensure the software application delivers high quality software to the users. PBGC currently has the following environments: Common Development Environment – Team Specific (CDE-T), Common Development Environment – Integrated (CDE-I), Integration Testing Center (ITC) and alternative sites (to support COOP). The contractor shall use the environments stated above to deliver software to PBGC end-users.

The contractor shall maintain, coordinate and provide technical assistance and support for the testing and upgrading of all standard instances (e.g., Development) and all locations, including the Common Development Environment – Team Specific (CDE-T), Common Development Environment – Integrated (CDE-I), Integration Testing Center (ITC) and alternative sites (to support COOP). The contractor shall adhere to any new and future changes to the current PBGC environments.

5.11 PBGC Portal

The contractor shall utilize the Portal, PBGC internal web site for information sharing, where appropriate, to store project information; support converting the electronic version of the documentation to PBGC's Intranet; adhering to OIT standards and procedures.

5.12 WEBEX Tool

The WEBEX tool is web conferencing software that is used for on-line training and is a critical component of a successful system implementation strategy. The contractor shall use the WEBEX tool to train users and troubleshoot issues, when appropriate, in order to assist PBGC in reducing travel cost and other expenditures associated with training end-users.

6.0 Performance Measures

Development Modernization Enhancement Performance Measures

Tasks/Deliverables	Performance Standard	Quality Assurance Surveillance Plan (QSAP)/ Monitoring Method)	Acceptable Quality Level (AQL)
2.1.1 Perform and complete project initiation, planning, analysis, design, development, testing and implement any new and approved modernization enhancements and requirements to the existing CRM system in compliance with ITSLCM.	95% of all the ITSLCM compliance 100% ITSLCM Tailoring compliance documents completed	Review Process Product Quality Assurance (PPQA) audits that measure compliance with ITSLCM	Approved signatures by COTR/CM 100% Tailoring Compliance as per Quality Assurance team assessment
2.1.2 Schedule and coordinate the development, modernization and enhancement releases with the appropriate teams and deliver the releases on time and within budget.	95% of releases are delivered within 5% of baseline schedule 95% of releases are delivered within 5% of baseline cost	Review Primavera reports comparing the baseline schedule and costs with the actual schedule and costs.	Production Deployment as approved by COTR/CM
2.1.3 Deploy quality DME software releases in production and minimize downtime in production due to Quality issues.	No Priority 1 (Emergency Releases) and no more than one post production release after implementation	Review trouble tickets, four weeks after the release is implemented in production.	No more than one post production release deployed to fix issues from latest release

Tasks/Deliverables	Performance Standard	Quality Assurance Surveillance Plan (QSAP)/ Monitoring Method)	Acceptable Quality Level (AQL)
	of DME release in production		
2.1.8 DME releases deployed to production shall not degrade existing system performance	Propose by vendor	Monitor the performance once releases go to production	To be determined after vendor proposal review by Technical Evaluation Panel

Operations, Production and Maintenance Performance Measures and Incentives

Tasks/Deliverables	Performance Standard	Quality Assurance Surveillance Plan (QSAP)/ Monitoring Method)	Acceptable Quality Level (AQL)
2.2.1.1 Respond and resolve operational problems and Peregrine tickets assigned to the CRM application team.	Acknowledge and respond to 95% of tickets marked "Urgent" within 15 minutes of receipt. Acknowledge and respond to 95% of tickets marked "Normal or Routine" within 30 minutes of receipt. Complete and close 95% of tickets marked "Urgent" within 4 hours of acknowledgement unless they are escalated, as agreed upon by COTR/CM. Complete and acknowledge 95% of tickets marked "Normal or Routine" within 2 business days acknowledgement as agreed upon by COTR/CM.	Periodically review Service Center reports and other reporting tools	Urgent 95% Normal or Routine 90%
2.2.2.18 Participate in and implement corporate-wide Information	Implement and deliver 95% of the requests on time.	Review the results of initiatives and requests as tracked in	95% of requests are implemented and delivered on time.

Tasks/Deliverables	Performance Standard	Quality Assurance Surveillance Plan (QSAP)/ Monitoring Method)	Acceptable Quality Level (AQL)
Technology (IT) initiatives and other requests as agreed by COTR/CM and complete the initiatives and requests on time.		Primavera and any other reporting tool	
2.3.1 Perform and complete project initiation, planning, analysis, design, development, testing and implement any approved changes for maintenance releases to the existing CRM system in compliance with ITSLCM.	95% of all the ITSLCM compliance 100% ITSLCM Tailoring compliance documents completed	Review Process Product Quality Assurance (PPQA) audits that measure compliance with ITSLCM	Approved signatures by COTR/CM 100% Tailoring Compliance as per Quality Assurance team assessment
2.3.3 Deploy quality maintenance software releases in production and minimize downtime in production due to Quality issues.	No Priority 1 (Emergency Releases) and no more than one post production release after implementation of DME release in production	Review trouble tickets and other historical information after the release is implemented in production.	No more than one post production release deployed to fix issues from the latest release

The COTR/Contract Monitor (CM) will be responsible for:

- Maintaining and monitoring the Quality Assurance Surveillance Plan (QASP)
- Maintaining a complete file that will contain copies of all reports and any actions related to the QASP.
- Retaining all records for the life of the contract and forward to CO upon contract completion

7.0 References

8.0 Glossary/Acronyms

ACH - Automated Clearing House

ANSI - American National Standards Institute

AQL - Acceptable Quality Level

ARTIS - Appeals Research Tracking and Information System

AWA - Approval Worklist Application

BAPD - Benefit Administration Payment Department

BPEL - Business Process Execution Language

CCB - Change Control Board

CCC - Customer Contact Center

CDE - Common Development Environment

CDE-I - Common Development Environment - Integrated

CDE-T - Common Development Environment - Team Specific

CM - Contract Monitor

CMS - Customer Management System

COOP - Continuity Of Operations Plan

COTR - Contract Officer Technical Representative

COTS - Commercial-Off-The-Shelf Application

CRM - Customer Relationship Management

DBA - Database Administrators

DMC - Document Management Center

DME - Development Modernization Enhancement Performance

EA - Enterprise Architecture

EALG - Electronic Automated Letter Generation

EIA - Electronic Industries Alliance

FBA - Field Benefit Administrator's

IPS - Image Processing System

IPT - Integrated Project Team

ISP - Information Security Policy

ISSO - Information System Security Officer

IT - Information Technology

ITC - Integrated Testing Center

ITIO - Information Technology Infrastructure Operations

ITSLCM - Information Technology Systems Life Cycle Methodology

LOE - Level of Effort

MCU - Management Control Unit
MYPBA - My Pension Benefit Administration
NIST - National Institute of Standards and Technology
OID - Oracle Identity Management
OIT - Office of Information Technology
OMB - Office of Management and Budget
QASP - Quality Assurance Surveillance Plan
PAMT - Participant Application Maintenance Team
PBGC - Pension Benefit Guaranty Corporation
PPQA - Process and Product Quality Assurance
PRISM - Participant Records Information System Management
PRO - Problem Resolution Office
PVCS - Provisioning Version Control System
PWS - Performance Work Statement
SOA - Service Order Architecture
SSO - Single Sign On
TCO - Test Center Operations
TPD - Trusteeship Processing Division
UPT - User Provisioning Tool

Enterprise Architecture

The Enterprise Architecture & IT Portfolio Division currently maintains Enterprise Architecture Planning Resources (EAPR) and provides IT architecture guidance. This guidance incorporates technology, business and regulatory drivers and provides a unified vision of the future and related architectural standards. For instance, Service Oriented Architecture (SOA) is specified as part of the target architecture in the EA Blueprint.

The EAPR is comprised of the architectural tenets, technical standards and blueprints as well as a number of published guidelines and best practices that support the enterprise architecture. Coupled with ongoing segment architecture developed using the PBGC Method for Business Transformation, the EAPR is a key driver in establishing the target (to-be) architecture, providing rules and standards and systems life cycle information, providing a strategy that will enable the agency to support its current state, and acting as the roadmap for transition to the target environment. The EAPR represents “living” guidance that undergoes continuous review and update to reflect new corporate initiatives and technology solutions. The current EA resources can be found on the [EA](#) portal and EAR (EA Repository), and the current blueprint at <http://www.pbgc.gov/docs/enterprisearchitectureblueprint.pdf>. The technical standards guide the transition to the target environment. The blueprints guide the transition for significant initiatives. PBGC updates the resources frequently.

ITSLCM

The Information Technology Solutions Life Cycle Methodology (ITSLCM) applies to all new and existing Information Systems and Information Technology across all PBGC

departments and offices. PBGC requires that all information system acquisition, development, enhancement, and maintenance projects (including infrastructure) adhere to the ITS LCM. The ITS LCM can be located at <http://www.pbgc.gov/about/header-footer-general/content/page15169.html>.

D.1 PBGC-11-004 PACKAGING AND MARKING (OCT 2004)

The Contractor is responsible for the cost of all packing, packaging and mailing in accordance with the best commercial practices. All information submitted to the Contracting Officer or the COTR must be clearly marked with the company name, the PBGC contract number, and identification of the item.

SECTION E INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 52.246-4)

E. 2 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 52.246-5)

E. 3 PBGC-46-001 INSPECTION AND ACCEPTANCE OF DELIVERABLES (OCT 2004)

All deliverable items are to be furnished to the Contracting Officer's Technical Representative (COTR) or to PBGC personnel designated by the COTR to receive a specific deliverable. PBGC's receipt of a deliverable does not constitute acceptance by the Government. Final acceptance of any reports or other deliverable items required under this contract will be made in writing and may only be made by the COTR or Contracting Officer.

SECTION F DELIVERIES OR PERFORMANCE

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

SECTION G CONTRACT ADMINISTRATION DATA

G. 1 PBGC-32-003 SUBMISSION OF INVOICES (COST REIMBURSEMENT) (JAN 2006)

A monthly invoice shall be submitted on SF1034 and SF1035 in an original and one copy for work performed hereunder to: PENSION BENEFIT GUARANTY CORPORATION GENERAL ACCOUNTING BRANCH 1200 K STREET, NW, Mail Stop: GAB WASHINGTON, DC 20005-4026 All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail: InvoiceManager@pbgc.gov. One copy of each invoice including all backup documentation shall be sent to: PENSION BENEFIT GUARANTY CORPORATION ATTN: 1200 K STREET, NW WASHINGTON, DC 20005-4026 The contract number shall appear on the outer envelope of all invoice copies submitted. To constitute a proper invoice, the invoice must include all of the following information: (a) Name of the contractor (b) Contract Number (c) Invoice number (d) Invoice date (e) Description of services performed or supplies delivered including: 1) labor hours by labor category, the hourly rate for each labor category billed, and the sum by labor category and, 2) the cumulative hours expended and dollars invoiced from the contract inception through the billing period. (f) A copy of time record sheets indicating daily starting and finishing times of the personnel performing the services under this contract shall be submitted with the Contractor's invoice for said services. At PBGC's request, the contractor shall make available copies of any of the materials relevant to substantiating the hours invoiced by the contractor. (g) Copies of receipts or bills and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement. (h) If applicable, shipping and discount terms. NOTE: Withholding of fee in accordance with Federal Acquisition Regulation (FAR) Clause 52.216-10 shall be reflected on each invoice until the maximum amount of fee withholding is reached. _ (End of Clause)

G. 2 PBGC-42-001 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 2004)

The Contracting Officer's Technical Representative (COTR) is who may be reached at . The COTR is authorized to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer. The COTR is authorized to review and recommend approval of: (a) Technical matters not involving a change in scope, price, terms and conditions of the contract (b) Progress reports (c) Inspection and acceptance of services and deliverable products and (d) Invoices.

The COTR is not authorized to sign any contractual instruments or to direct any action that results in a change in the scope, price, terms or condition of the contract.

G. 3 PBGC-42-002 OBSERVANCE OF LEGAL HOLIDAYS (OCT 2004)

The Contractor shall establish a holiday schedule for personnel performing under this contract that exactly coincides with the Government's schedule. Holidays peculiar to or dynamically declared by the Government shall be considered as holidays for Contractor personnel and are not billable unless work is actually performed on these days. No work will be performed by Contractor personnel on Government holidays without prior approval of the Contracting Officer's Technical Representative. Work performed on holidays shall be billable at the regular rate.

Government holidays are:

- (1) New Year's Day,
- (2) Martin Luther King, Jr. Day,
- (3) President's Day,
- (4) Memorial Day,
- (5) 4th of July,
- (6) Labor Day,
- (7) Columbus Day,
- (8) Veteran's Day,
- (9) Thanksgiving Day,
- (10) Christmas Day
- (11) Any other day designated by Federal Statute,
- (12) Any other day designated by Executive Order,
- (13) Any other day designated by the President's Proclamation.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 PBGC-00-001 PROFESSIONAL ATTIRE (OCT 2005)

The Pension Benefit Guaranty Corporation receives many visitors who conduct business with the Corporation. Consequently, the professional appearance of those who work in PBGC facilities is important to maintaining confidence in PBGC and the pension insurance system. The Contractor shall ensure that its personnel who perform work in PBGC facilities present a neat, professional appearance appropriate to an office working environment. Some examples of inappropriate office attire include jeans, sneakers, sweat pants, lycra stretch pants, collar-less shirts, bare midriff tops, and spaghetti-strap tops. The Contractor shall ensure that its personnel exercise sound judgment in their choice of attire.

H. 2 PBGC-03-001 CONFIDENTIALITY OF INFORMATION (OCT 2004)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

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

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

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

received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by PBGC it will execute a PBGC-approved agreement with any party whose proprietary data it is given access to or is furnished, restricting use and disclosure of the data. Upon request by PBGC, such an agreement shall also be signed by Contractor personnel.

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

H. 3 PBGC-03-002 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2004)

(a) Purpose. The purpose of this clause is to ensure that the contractor

(1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its partners, affiliates or their successors in interest (after this collectively referred to as the "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The contractor shall be ineligible to participate in any capacity in PBGC contracts, subcontracts, or proposals there for (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor is ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this clause precludes the contractor from offering or selling its standard commercial items to the Government.

(2) Access to and use of information.

(i) If the contractor, in the performance of this contract, obtains access to information, such as Corporate plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or

otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
- (B) compete for work for PBGC based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
- (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
- (D) release such information unless such information has previously been released or otherwise made available to the public by PBGC.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with all restrictions imposed on disclosure and use of such information.

(c) Disclosure after award.

(1) The contractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. PBGC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, PBGC may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the PBGC Office of General Counsel and a copy provided to the Contracting Officer, and shall include a full description of the requested waiver and the reasons in support of the request. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) Subcontracts.

(1) The contractor shall include a clause, substantially similar to this

clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold in FAR Part 13. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant a disclosure of all existing or potential organizational conflicts of interest and shall determine in writing whether the interests disclosed present a significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the PBGC Contracting Officer prior to entering into the subcontract.

H. 4 PBGC-03-003 SUITABILITY DETERMINATION REQUIREMENTS (SEPT 2006)

This contract clause serves as the policy for investigating and Adjudicating the suitability of contractors for employment or continued employment with the Pension Benefit Guaranty Corporation. PBGC will employ and/or retain only those persons whose suitability for employment is found to be clearly consistent with our Orders.

(1) The Contract's employees governed by this contract may need to access sensitive information. PBGC reserves the right, in its sole discretion, to determine suitability for contractor personnel at the project site and deny access to any sensitive information or project specific area to any personnel for any cause.

(2) The Contract Company shall notify the Contracting Officer in writing providing the name and the nationality of non-U.S. citizens who are legal residents, providing a copy of their VISA (work permit) or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. PBGC reserves the right to refuse any foreign national participation on this contract and to refuse them permission to enter PBGC premises.

(3) The Contracting Officer or the Contracting Officer's Technical Representative (COTR) will provide the appropriate background investigation forms to the contractor and give the contractor instructions for completing the background investigation process. These responsibilities may be delegated to the Contract Manager or the Contract Security Representative with the understanding that the COTR holds ultimate responsibility.

Completed background investigation forms shall be submitted two (2) weeks from Entrance on Duty date to:

Pension Benefit Guaranty Corporation
PBGC Security Officer
Facilities and Services Department
1200 K Street, NW, Mail Stop: FASD
Washington, DC 20005-4026

Forms shall be submitted for replacement employees at least two (2) weeks before entrance on duty.

(4) PBGC will exercise full and complete control over granting, denying, withholding, or terminating clearances for employees. The PBGC may, as it deems appropriate, authorize and grant temporary clearance to employees of the contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the PBGC.

(5) If the adjudication is unfavorable on a contract employee, or if PBGC finds a contractor to be unsuitable or unfit for his or her assigned duties, the Personnel Security Officer will contact the Contract Company to effect the immediate removal of the contract employee from the PBGC contract and premises.

(6) At PBGC's sole discretion, PBGC may waive suitability determinations for contractor personnel who have had recent background investigations at the appropriate suitability determination risk level established by either the COTR or the Personnel Security Officer. PBGC will inform the contractors where such is the case. The Contract Company will be provided a copy of the PBGC Order PM 05-6, "Personnel Security and Suitability Program" and PBGC Order PM 05-1, "PBGC Entrance on Duty and Separation Clearance Procedures" to provide guidance and facilitate the Suitability Determination process.

H. 5 PBGC-03-004 DISPLAY OF PBGC IDENTIFICATION BADGES (APR 2007)

The Contractor shall comply with PBGC Directive Number GA-10-9, "Display of PBGC Identification Badges," the full content of which is located at http://www.pbgc.gov/docs/GA_10_9.pdf - Directive GA-10-9.

All contract and sub-contract employees whose duties under this contract require their presence on designated PBGC facilities shall be clearly identifiable by a distinctive badge furnished by PBGC and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises in accordance with PBGC Directive Number GA-10-9.

The PBGC-issued photo Identification Badge must be visible and be displayed at or above the waist. Badges may be displayed from either lanyard or clip style holders. The badge must be available for building security officer inspection in order to authenticate and validate.

Contractors that arrive to work without their Badge must: report to the Security Desk located in the 1200 K Street lobby; sign-in to the appropriate Log Book; present a valid government-issued form of photo identification to the security officer; contact a co-worker to vouch for him/her by signature in the log book; and, receive and display a temporary badge which shall be visible at all times and displayed at or above the waist. Contractors shall be responsible for the care and protection of their Badge and promptly report all instances of loss or theft and initiate immediate action to replace the lost or stolen Badge. Contractors must relinquish their Badge upon separation or upon any circumstances which make the continued possession or use inappropriate.

Failure to comply with this Directive can result in refusal of admittance to PBGC designated facilities.

(End of Clause)

H. 6 PBGC-04-003 INVOICE SUMMARIES AND CONTRACT CLOSEOUT (COST REIMBURSEMENT) (JAN 2006)

In accordance with FAR 52.216-7, Allowable Cost and Payment, the contractor shall submit to the Contracting Officer annual and final indirect cost rate proposals. The submissions will contain a summary of costs by cost element (e.g., direct labor, fringe, overhead, G&A, travel, subcontractors) and by task order if this is a task order contract. In addition, the annual and final indirect cost rate proposals will include a complete listing of invoices submitted under the contract detailing the amount billed by invoice, invoice date and number, amount of withholdings, and the task order number (if applicable). The information should be submitted in electronic format. This information must be submitted to the Contracting Officer within 180 days after the completion of each contractor fiscal year. Submission of adequate annual and final indirect cost rate proposals and invoice summaries are some of the considerations for releasing funds withheld under the contract pursuant to FAR 52.216-8.

Also, as part of the contract process, the contractors will be required to complete a "Contractor's Release of Claims," a "Contractor's Assignment of Refunds, Rebates or Credits," and perform other closeout tasks required by the Contracting Officer. As the amounts billed by the contractor are subject to audit, the contractor shall maintain documentation supporting the amounts billed in accordance with FAR 4. Amounts previously paid to the contractor may be adjusted by the Contracting Officer for under or overpayment or adjusted based on the results of the interim or contract closeout audits.

H. 7 PBGC-04-004 PBGC INFORMATION SECURITY (JUN 2007)

The provider of information technology shall adhere to:

- 1) Federal statutes,
- 2) Office of Management and Budget (OMB) guidance,
- 3) National Institute of Standards and Technology Federal Information Processing Standards and PBGC implementation of Security Guidelines (800 Series), (See 5a -- IM 05-2 below.)
- 4) Federal Information Systems Controls and Audit Manual (FISCAM), and
- 5) PBGC Orders relating to information security including:
 - a) IM 05-2 Information Assurance Handbook (IAH),
http://www.pbgc.gov/docs/im_05_2.pdf
 - b) IM 05-7 Information Technology Solutions Life Cycle Methodology (ITSLCM),
http://www.pbgc.gov/docs/im_05_7.pdf and
 - c) IM 05-4 Use of Information Technology Resources.
http://www.pbgc.gov/docs/Im_05_4.pdf

The provider of information technology shall comply with PBGC's implementation of the following control frameworks including the:

- a) Capability Maturity Model - Integrated (CMMI),
- b) Control Objectives for Information and Related Technologies (COBIT), and
- c) Information Technology Infrastructure Library (ITIL); and

In addition, the provider of information technology shall certify the following:

1) Applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). Once PBGC approves for implementation, this also includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista).

a) For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and
b) for the Windows Vista settings, see:

http://csrc.nist.gov/itsec/guidance_vista.html.

2) The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default program files directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

H. 8 PBGC-09-001 RESTRICTIONS AGAINST DISCLOSURE OF INFORMATION (OCT 2004)

(a) The Contractor agrees that it will take such measures as are necessary to restrict access to pension plan and participant records as well as any other information related to work pursuant to this contract (including, but not limited to, any information relating to legal, policy, program, operational or other issues, whether concerning existing, proposed or contemplated legislation, regulations, policy issuances or similar matters or otherwise) to those employees and/or subcontractors of the Contractor needing such information to perform the work required there under, i.e., on a "need-to-know" basis. This Clause does not apply to information which has been released to the public by PBGC or which is available to the public other than by the Contractor's breach of this Agreement.

(b) The Contractor agrees to keep the restricted information in the strictest confidence. The Contractor also agrees not to publish, reproduce or otherwise divulge the Information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the Information, to those employees and/or subcontractors needing such information to perform the work required under the contract, i.e., on a "need-to-know" basis. The obligation to maintain confidentiality continues after completion, termination, or expiration of this contract. The Information shall be made available only at the discretion of the PBGC and subject to the Freedom of Information Act (5 U.S.C. Sec. 552), as amended, The Privacy Act, (5 U.S.C. Sec. 552a), as amended, The Trade Secrets Act, (18 U.S.C. Sec. 1905, as amended), and any other applicable laws or regulations. Further, the Contractor shall notify the PBGC of the transfer to subcontractors of any information prior to any such transfer. Upon completion of the Contractor's obligations, the Contractor shall return or destroy all copies of restricted information, whether furnished by PBGC or created by the Contractor and any subcontractor.

(c) The Contractor agrees to immediately notify the PBGC, in writing, in the event that the Contractor determines or has reason to suspect a breach of any part of this clause.

(d) The Contractor agrees to immediately notify the PBGC in writing, of any request received from any individual who is not a party to this contract, for access to information related to this contract. Those requests will be directed to PBGC's Disclosure Officer for processing under the provision of the Freedom of Information Act. This paragraph does

not apply to a request by an individual for access to information contained in records pertaining to that particular individual. However, if the individual wants copies of the actual records pertaining to him, he first must contact PBGC's Disclosure Officer.

(e) The Contractor agrees that it will not knowingly violate any statutory or regulatory restrictions against the disclosure of government records, including 5 U.S.C. Sec. 552a, as amended, 5 U.S.C. Sec. 552, as amended, 18 U.S.C. Sec. 1905, as amended, and implementing regulations. The Contractor also agrees that it will take steps to ensure that any subcontractor will also adhere to these restrictions.

(f) The Contractor is bound by Section (m) of the Privacy Act, 5 U.S.C. Sec. 552a(m) and as such is considered under the act to be an employee of the agency. Accordingly, the Contractor and any of its employees are subject to the criminal penalties of the Privacy Act, 5 U.S.C. Sec. 552a(i).

(g) The Contractor will designate and identify an individual who shall be responsible for the notifications required under sections b, c and d of this agreement and who shall receive all appropriate responses from the Contracting Officer's Technical Representative (COTR) or from PBGC's Disclosure Officer. The Contractor shall take those steps necessary to ensure that the provisions of paragraphs a-g, inclusive, are adhered to by all directors, officers, agents and employees of the Contractor.

(h) The Contractor shall place the provisions contained at Paragraphs a-g, above, in all subcontracts entered into pursuant to the contract where the subcontractor will have or may gain access to PBGC information and, further, the Contractor agrees to enforce the provisions of this Clause against any and all subcontractors under this contract.

H. 10 PBGC-31-003 TRAINING (OCT 2004)

All costs associated with training required to make a contractor employee qualified to perform any given task under this contract shall be borne by the Contractor. The Contractor may be reimbursed by the PBGC for the cost of a training course on PBGC specific applications, policies or procedures only when the training has been pre-approved by the COTR. The Contractor shall present to the COTR a written justification which clearly describes the training, its direct benefits to PBGC, the impact if the training is not provided and the total cost including

- (1) salary or wages,
- (2) travel and accommodations in accordance with federal travel regulations,
- (3) tuition and fees when the training is in an institution not operated by PBGC or the Contractor, and
- (4) training materials and textbooks.

The request must be made and approval granted by the COTR prior to the training. The COTR is designated the authority to approve or disapprove the training or any of the inclusive costs.

H. 11 PBGC-37-002 STAFFING APPROVAL (JAN 2009)

PAGE 26 OF 58

The Contractor is responsible for providing personnel under this contract who meet or exceed the minimum qualifications. All Contractor personnel assigned to this contract

will be subject to review by the Contracting Officer or his representative. Contractor personnel found not to meet qualifications or performance standards are subject to removal from this contract.

(End of Clause)

H. 12 PBGC-39-001 ELECTRONIC AND INFORMATION TECHNOLOGY (OCT 2004)

The contractor shall ensure that all electronic and information technology (EIT) procured, developed, maintained, used or delivered under this contract meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov> and <http://www.access-board.gov/508.htm>

H.13 PBGC-37-001 KEY PERSONNEL (JAN 2006)

PBGC defines key personnel as those personnel held responsible by the Contractor for making substantive, measurable contributions to the accomplishment of contracted work. They are those personnel essential to the ongoing conduct of the project and who will assure consistent control and direction.

The following positions shall be designated are "Key Personnel":

- Project Manager
- Senior Lead Technical Developer
- Oracle Application Specialist
- Senior Database and System Administrator
- Lead Business Analyst
- Lead Quality Assurance Analyst

These key personnel shall NOT be reassigned or diverted without the written consent of the Contracting Officer. Prior to removing any of the individuals identified in the Contractor's proposal as key personnel, the Contractor shall provide 30 calendar days advance notification to the Contracting Officer and shall submit justification (including resumes for proposed substitutions) in sufficient detail to permit evaluation of the impact on the project.

H.14 PBGC-37-002 STAFFING APPROVAL (JAN 2009)

The Contractor is responsible for providing personnel under this contract who meet or exceed the minimum qualifications. All Contractor personnel assigned to this contract will be subject to review by the Contracting Officer or his representative. Contractor personnel found not to meet qualifications or performance standards are subject to removal from this contract.

H. 14 Qualifications of Key Personnel

Project Manager (Key Personnel)

Education:

Bachelor's degree or higher in Information Systems, Information Technology, Computer Science, Engineering, Mathematics, Business, and Management or related field. Current Project Management Professional (PMP) Certification required. Candidate must be a full-time permanent employee of the prime contractor.

General Experience:

Ten (10) years of progressive project management experience in managing, directing, and implementing diverse information technology projects; experience in automated information systems and software management encompassing all areas of Systems Life Cycle Methodology; experience in managing diverse groups of personnel. Experience shall also include demonstrated capability to work independently and provide organization and leadership skills; demonstrated experience in completing projects that meet the requirements, on time and within budget; possess excellent oral and written communication skills and interpersonal skills. Experience shall demonstrate progressively more technically complex responsibilities during the ten (10) years; demonstrated ability to work independently and in a team environment.

Specialized Experience:

Eight (8) years in supervising large (averaging ten (10) or more persons-years of effort per year) complex projects of increasing responsibility of project management, leading software maintenance and development initiatives, and coordinating integrated project teams to address user, quality, and schedule requirements. Demonstrated experience in supervising automated information system projects with emphasis on Customer Relationship Management (CRM) systems, including people of various technical background and skills. Experience with project management software required. Experience with earned value management a plus.

Functional Responsibilities:

Develops and manages detailed project schedule, project estimates, resource plans and status reports; responsible for project tracking and analysis; conducts meetings and prepares presentations. Develops and manages to complete all Information Technology System Life Cycle Methodology deliverables. Develops deliverables and performs the activities in PBGC's Project Management Life Cycle; interacts with Federal Project Manager, Contract Officer Technical Representative (COTR), Contract Monitor, other contractor management and PBGC management. Must be authorized to negotiate and make binding decisions on behalf of the company represented. Performs enterprise-wide integration planning and interfaces with other functional systems; provides overall leadership and managerial direction to the contractor staff for all projects; provides technical and analytical guidance and direction to project team. Proactive in recommending and taking action to direct the analysis and solutions of problems.

The Project Manager is expected to be hands on technical manager and must possess strong technical skills in addition to performing contract management and project planning duties.

Senior Lead Technical Developer (Key Personnel)

Education:

Bachelor's degree in Computer Science, Information Systems, Information Technology, Business, Management, Mathematics, Engineering, or related field.

General Experience:

Ten (10) years experience providing development and maintenance services with significant focus on the design and construction phases of the Software Development Life Cycle. Demonstrated experience in working independently and capable of working in team environment; experience providing technical leadership to junior staff; demonstrated excellent oral, written, communication and interpersonal skills. Experience must demonstrate a progressively more technically complex responsibilities during the candidate's professional career. Demonstrated experience in leadership and collaborates technical expertise with external teams.

Specialized Experience:

Seven (7) years experience supporting Oracle E-Business Suite development, maintenance, and implementation of projects involving the Customer Relationship Management or teleservice module. Experience with Oracle Commercial-Off-The Shelf (COTS) COTS software. Seven (7) years experience providing services of directly applicable areas of technology (for example: Oracle E-Business Suite support, Oracle database and server administration, or JAVA development, Java Script, XML, PL/SQL, Java Server Page (JSP) solutions with JDeveloper or similar development toolkit, concurrent manager, oracle application framework and customizations of oracle software). Five (5) years experience leading and managing technical resources (averaging five (5) or more person-years of effort per year) on complex projects (similar to the projects in the Performance Work Statement) with a variety of technical job categories and skills. Experience with Oracle 11i and R12 a plus.

Functional Responsibilities:

Provides leadership and coordinates technical activities to integrate components into the complex software solution. Provides highly technical and specialized guidance concerning design and construction of Information Technology solutions to complex information processing problems; coordinates with other external teams to provide technical support in the areas of infrastructure operations, interface specifications, and technical solution analysis. Troubleshoot complex issues and work closely with external vendors, other technical specialists, system software specialists, database management specialists and other subject matter experts to clearly define accurate solutions to the issues; primary resource for leading the deliverables and performing the activities in PBGC's Software Development Life Cycle. Conducts detail technical tasks in the areas of Oracle Application administration and development. Documents all software changes, host code reviews, deployment guide walkthroughs and ensure the proper use of current or requested programming and testing are completed. Ensures technical solutions are in accordance with PBGC Enterprise Architectural guidelines and standards as well as the

industry and Oracle standards for the application suite. Directs and coordinates the investigation, analysis, testing, and comparison of new technologies, products, and techniques that will help improve operational efficiencies.

Oracle Application Specialist (Key Personnel)

Education:

Bachelor's degree in Information Technology, Computer Science, Information Systems, Business, Management, Mathematics, Engineering or related field

General Experience:

Ten (10) years experience in development and software maintenance services in a variety of technologies and platforms for modern and complex systems. Demonstrated experience in working independently and capable of working in team environment; experience in providing technical leadership to solve complex technical problems; possess excellent oral, written, communication and interpersonal skills. Experience must demonstrate a progressively more technically complex responsibilities during the candidate's professional career.

Specialized Experience:

Seven (7) years experience developing Java, Java Script, Java Server Page (JSP) solutions with JDeveloper or similar development toolkit. Seven (7) years experience developing PL/SQL and SQL solutions for complex Oracle databases of both custom and commercial application origin. Five (5) years demonstrated experience with Oracle Application (OA) Framework, Oracle's Application Implementation Method (AIM) and Custom Development Method (CDM) in support of Oracle E-Business Suite application of version 11i. Any experience with Oracle E-Business Suite application version 12 a plus. Experience with interfacing and complimentary components including specialized components such as complex jobs in Concurrent Manager, Teleservice, email center, and universal work que modules in Oracle eBusiness Suite, XML, Business Process Execution Language (BPEL) support, and development support of multiple functional modules (e.g. Accounts payable/Human resources); possess in depth knowledge of oracle configurations, setups, table structure and schemas; strong analytical and trouble shooting skills.

Functional Responsibilities:

Develops and maintains technical solutions in accordance with PBGC Enterprise Architectural guidelines and standards as well as the industry and Oracle standards for the application suite. Develops, modifies, tests, and debug software programs; conducts unit testing, component integration testing and verifies system configuration. Develops customizations to the existing Commercial-Off-The Shelf (COTS) packages and documents all changes. Designs and develops technical solutions based on the business requirements; develops new and supports existing software applications. Documents all code changes, troubleshoot complex issues, open Oracle Technical Assistance Requests (TAR's) and work with vendor and other internal and external teams to resolve the issues; participates in all phases of the System Development Life Cycle.

Senior Database and System Administrator (Key Personnel)

Education:

Bachelor's degree in Information Technology, Computer Science, Information Systems, Business, Management, Mathematics, Engineering or related field

General Experience:

Ten (10) years experience in administration and support of Oracle databases. Experience shall demonstrate progressively more technically complex responsibilities during the candidate's professional career. Works independently and capable of working in team environment; possess good oral, written communication skills and organizational skills.

Specialized Experience:

Seven (7) years combined experience providing technical administration and support of Oracle Commercial-Off-The Shelf (COTS) eBusiness suite applications, complex custom developed databases, Solaris UNIX servers, and Redhat Linux servers. Five (5) year experience in database design and setup, patching, data migration, conceptual analysis, software installation, database cloning, customization, configuration, implementation, maintenance, and diagnostic support associated with Oracle software; experience in database sizing, application upgrades, tuning and capacity planning in Oracle Applications environment; experience in developing database documentation, troubleshooting complex issues, opening Oracle Technical Assistance Requests (TAR's) and working with vendor or other teams to resolve the issues, and coordinating any testing activities. Experience using database tools to improve database performance and monitoring database for efficiencies; experience with PL/SQL, HTML, Java Script, XML, forms servers and concurrent manger.

Functional Responsibilities:

Performs configuration, administration, and monitoring of development environment instances and servers; develops and adapts vendor installation, configuration, and patching processes to meet PBGC specific needs and environmental constraints. Open TARs with vendor, troubleshoot complex issues; perform cloning of databases, manage and schedule system backups and clone application environments for development, testing, and training. Evaluates and recommends hardware/software enhancements, optimizes database performance, develop code changes needed to support the database and applications and provides operational support.

Lead Business Analyst (Key Personnel)

Education:

Bachelor's degree in Information Technology, Computer Science, Information Systems, Business, Management, Engineering or related field

General Experience:

Six (6) years of experience supporting software systems development and maintenance projects in a business analyst role encompassing all phases of the Systems Development Life Cycle. Demonstrated experience shall include developing and gathering requirements; analysis, traceability and documentation of requirements; demonstrate capability to work independently and capable of working in team environment; provide leadership to more junior staff; demonstrate excellent oral, written, communication, organizational and interpersonal skills during professional career.

Specialized Experience:

Three (3) years of Oracle Application eBusiness Suite experience performing planning, analysis, and documentation on user requirements for software system functionality. Minimum three (3) years experience conducting Commercial-Off-The Shelf (COTS) products analysis and comparison against user requirements and business process functions and leading and directing junior staff (two (2) or more persons years of effort) on IT related projects; Experience in business process analysis, requirements analysis, system and users acceptance test panning and meeting facilitation; possess in depth knowledge of the system development life cycle; demonstrated experience and knowledge in analyzing business and user needs to develop business requirements into functional requirements; Minimum two (2) years experience supporting call center or customer service application with preference in the Customer Relationship Management or Teleservice module of Oracle's E-Business Suite.

Functional Responsibilities:

Formulates and defines systems scope and objectives based on both the user needs and a thorough understanding of the business systems and industry requirements. Reviews and assesses requirements and requests from the user community and the Business Representative to detail and document functional requirements. Provides leadership and direction and ensures work of junior staff is complete; Participates in testing activities to verify functionality exists as intended and no additional features were added or removed. Develops knowledge of the business requirements and works closely with the project manager, development and testing teams to ensure the requirements are met. Analyzes system and business applications; develops requirements documents, and business process models. Provides in depth and frequent point of contact for the PBGC Business Representative to communicate trends, process improvements and gain understanding of user community activities and status. Prepares system documents and specifications including requirements documents, business process models and reviews training materials; coordinates user meetings and user acceptance testing as needed.

Lead Quality Assurance Analyst (Key Personnel)

Education:

Bachelor's degree in Information Technology, Computer Science, Information Systems, Business, Management, Engineering or related field

General Experience:

Eight (8) years supporting large complex Information Technology projects as a Quality Assurance or Test Analyst role. Demonstrated experience in using Quality Assurance

methodologies and testing software applications. Experience in writing detailed test plans, use cases and test scripts, and tracking and reporting defects; possess in depth knowledge of System Development Life Cycle (SDLC); candidate works independently and capable of working in team environment; ability to effectively communicate with management, users, and the development team both in oral and written form; possess excellent analytical, interpersonal and organizational skills. Demonstrated ability to analyze and understand design requirements and design methodologies.

Specialized Experience:

Five (5) years experience supporting Information Technology systems development and production platforms in a Quality Assurance role; experience in performing system, interface, deployment, backend testing, regression and performance testing on a variety of systems platforms, and environments; experience utilizing the Hewlett Packard (HP) Mercury testing suite, HP Open View Service Center, and Serena Provisioning Version Control System tools. Three (3) years experience leading junior staff members (three (3) or more persons per year) on complex automated information system projects including people of various technical job categories and skills; experience with Oracle eBusiness Suite 11i or higher; experience in providing customer service oriented function and providing customer support, operational support, and analysis of technical assistance requests; possess strong analytical and troubleshooting skills; Three (3) years experience in developing process and procedures for the SDLC and using Capability Maturity Model Integration (CMMI) and Information Technology Infrastructure Library (ITLL) methodologies and practices. Proven experience with automated testing tools, test director, load runner and winrunner. Ensures business requirements are met for all projects.

Functional Responsibilities:

Coordinates and leads all testing cycles in all environments in support of application or infrastructure changes. Reviews and provides recommendations on workarounds, suggested changes, and existing differences of functionality to provide a high level of customer support and to better align with the system requirement specifications. Provides leadership and direction to more junior staff and ensures all requirements are tested.

H.15 TASK ORDERING PROCEDURES

- a. Approved Task Orders. All work performed will only be allowable to the extent that the work is performed pursuant to approved task orders signed by the Contracting Officer.
- b. Specific Task Order Procedures
 - (1) Under task orders, the Contractor will perform the types of effort indicated in the statement of work.
 - (2) Task orders will include a not-to-exceed limit which includes all fees and travel. Funding thresholds for all task orders may not be exceeded without written

authorization of the Contracting Officer. If costs are incurred in excess of the task order threshold, then these costs will not be allowable.

- (3) The Contractor will be provided a task order request for proposal by FAX, mail, or electronically. The request will include:
 1. A description of the work to be performed;
 2. Background information and known problems;
 3. Information on prior related reviews, if applicable;
 4. The estimated period of performance or required completion dates;
 5. Required deliverables;
 6. Progress reporting requirements;
 7. Security requirements, if applicable;
 8. Any other special requirements, and
 9. A time and date for receipt of proposal.
- c. The Contractor shall submit a task order proposal which shall be brief and provide the following:
 1. A description of how the firm proposes to accomplish the work;
 2. Any exceptions taken to the Government's proposed terms;
 3. A commitment to perform the task within the specified time frame, including milestones/completion dates;
 4. Names of the work team proposed (resumes are required, in addition to an updated personnel matrix, if staff have not been previously approved to work in a labor category or if there is a change in an individual's labor category);
 5. Information concerning all contracts or agreements currently in force or awarded in the past three (3) years between the Contractor and the entity to be reviewed or assessed or any component of such entity; and any contracts or agreement currently in force or awarded in the past three (3) years between the Contractor and a third party which involves the entity to be reviewed or assessed. The Contractor shall further disclose any additional facts or information which it considers relevant in determining whether an actual or potential organizational conflict of interest exists as defined in FAR Subpart 9.5, whether an appearance of organizational conflict of interest exists.
- d. If the Contractor has a conflict of interest, then the firm is not expected to accept a specific task order. Further, if after submission and approval of the firm's Disclosure of Conflicts of Interest Statement, any new personal, professional, or business activity on the part of the Contractor or any of his/her employees occurs which creates new conflicts or apparent conflicts of the type described above, the Contractor will immediately provide the Contracting Officer with a written statement describing in a concise manner all the relevant facts.
- e. A task order proposal shall remain valid for unilateral acceptance by the Contracting Officer for a period of 30 days from the proposal due date.

- f. The COTR will evaluate task order proposals. The evaluation of a proposal to perform the work required may include some or all of the following criteria:
 - 1. The experience of the individuals proposed with similar work;
 - 2. The technical approach to performing the work required by the task order statement of work;
 - 3. The results of reference checks on jobs included in the task order as relevant qualifying experience for both the firm and key personnel;
 - 4. A commitment to meet the time requirements of the task order;
 - 5. Other criteria as may be unique to the task order, such as consideration of contracting restrictions and availability of security clearances.
- g. After approval of the proposal to perform a particular task, the Contracting Officer will sign the task order incorporating all relevant documents. The task order will be issued unilaterally accepting the Contractor's proposal except when circumstances require the inclusion of terms or conditions not previously agreed to by the parties and made a part of the relevant incorporated documents.
- h. The issuance of a task order proposal request does not obligate the Government to issue a task order. The Government may modify, delay action on, or cancel any task order proposal request when deemed to be in the best interest of the Government.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (JUL 2004)
(Reference 52.202-1)

I. 2 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)
(Reference 52.203-10)

I. 3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (SEP 2007)
(Reference 52.203-12)

I. 4 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)

I. 5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 52.203-5)

I. 6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

(End of Clause)

I. 7 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 52.203-7)

I. 8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY (JAN
1997)
(Reference 52.203-8)

I. 9 52.204-1 APPROVAL OF CONTRACT (DEC 1989)
This contract is subject to the written approval of and shall not be binding until so approved.
(End of Clause)

I. 10 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
(Reference 52.204-2)

I. 11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
(AUG 2000)
(Reference 52.204-4)

I. 12 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)
PAGE 32 OF 58
(Reference 52.207-3)

I. 13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
(Reference 52.209-6)

I. 14 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR
2008)
(Reference 52.211-15)

I. 15 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR
1991)
(Reference 52.214-34)

I. 16 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
(Reference 52.214-35)

I. 17 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
(OCT 1997)
(Reference 52.215-10)

I. 18 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR
POSTRETIREMENT BENEFITS (PRB) OTHER THAN
PENSIONS (JUL 2005)
(Reference 52.215-18)

I. 19 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Reference 52.215-19)

I. 20 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
(Reference 52.215-2)

I. 21 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT
1997)
(Reference 52.215-8)

I. 22 52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)
(Reference 52.215-9)

I. 23 52.216-10 INCENTIVE FEE (MAR 1997)
(Reference 52.216-10)

I. 24 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(Reference 52.217-8)

I. 25 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(Reference 52.217-9)

I. 26 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (APR 2008)

(a) "Disadvantaged status for joint venture partners, team members, and subcontractors." This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.
(End of Clause)

I. 27 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Industry Subsectors, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

(End of Clause)

I. 28 [RESERVED]

I. 29 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(Reference 52.219-4)

I. 30 52.219-5 {52.219-5}

(Reference 52.219-5)

I. 31 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(Reference 52.219-6)

I. 32 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

I. 33 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 34 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 35 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 36 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

I. 37 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(Reference 52.222-41)

I. 38 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (FEB 2002)

(Reference 52.222-44)

I. 39 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE

I (JUL 1995)

(Reference 52.223-3 I)

I. 40 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(Reference 52.223-5)

I. 41 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 42 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 43 52.225-3 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT [AUG 2007]

(Reference 52.225-3)

I. 44 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I 45 52.232-1 Payments

(Reference 52.232-1)

I 46 53 52.232-17 INTEREST (OCT 2008)

(Reference 52.232-17)

I 47 54 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I 48 55 52.232-25 PROMPT PAYMENT (OCT 2008)

(Reference 52.232-25)

I 49 56 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 50 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 51 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 52 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)

I. 53 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

I 54 52.242-1 Notice Of Intent To Disallow Costs.
(Reference 52.242-1)

I 55 61 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

I 56 62 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
(Reference 52.245-1)

I 57 63 52.248-1 VALUE ENGINEERING (FEB 2000)
(Reference 52.248-1)

I. 58 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED-PRICE) (SHORT FORM) (APR 1984)
(Reference 52.249-1)

I 59 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 52.249-14)

I 60 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
PAGE 36 OF 58
(Reference 52.249-6)

I. 61 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
(Reference 52.251-1)

I. 62 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)
(Reference 52.252-1)

I. 63 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)
(Reference 52.252-4)

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.203-1 {52.203-1} [RESERVED]
(Reference 52.203-1)

K. 2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference 52.203-11)

K. 3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs

(a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (End of Provision)

K. 4 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns.

The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) "Taxpayer Identification Number (TIN)."

/ / TIN: _____.

/ / TIN has been applied for.

/ / TIN is not required because:

PAGE 38 OF 58

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

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

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

(e) "Type of organization."

/ / Sole proprietorship;

/ / Partnership;

/ / Corporate entity (not tax-exempt);

/ / Corporate entity (tax-exempt);

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

/ / Foreign government;

/ / International organization per 26 CFR 1.6049-4;

/ / Other _____.

(f) "Common parent."

/ / Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

/ / Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K. 5 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)
(Reference 52.204-5)

K. 6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /_/ are not /_/ presently debarred, suspended, proposed for debarment, or declared

ineligible for the award of contracts by any Federal agency;

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

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have /_, have not /_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. (1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. ##### 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. ##### 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a

delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. ##### 6159.

The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

PAGE 39 OF 58

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business

entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror##s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 7 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_/ intends, /_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance	Name and Address of Owner and
(Street Address, City,	Operator of the Plant or
State, County, Zip Code)	Facility if Other than
Offeror or Respondent	

(End of Provision)

K. 8 52.215-7 {52.215-7} [RESERVED]

K. 9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is

(2) The small business size standard is

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The offeror represents as part of its offer that it /_/ is, /_/ is not a women-owned small business concern.

(4) The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.

(5) The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled
PAGE 40 OF 58 veteran-owned small business concern.

(6) The offeror represents, as part of its offer, that--

(i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control,

principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration

in accordance with 13 CFR part 126; and (ii) It /_/_ is, /_/_ is not a joint venture that complies with the requirements of 13 CFR part

126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture

shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

(a) of this provision.

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains

restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to

section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 10 52.219-1 I SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)-
-ALTERNATE I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is
- (2) The small business size standard is
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it /_/ is, /_/ is not a small business concern.
 - (2) The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) The offeror represents as part of its offer that it /_/ is, /_/ is not a women-owned small business concern.
 - (4) The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.
 - (5) The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled veteran-owned small business concern.
 - (6) The offeror represents, as part of its offer, that--
 - (i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
 - (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
 - /_/ Black American.
 - /_/ Hispanic American.
 - /_/ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

/_/ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan,

Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

one or more service-disabled veterans; and

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

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

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

(a) of this provision.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.

101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which

is owned by one or more veterans; and

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

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

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

owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains

restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone

small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 11 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE
SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM (OCT 2000)

(a) "Definition." "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror /_/ is, /_/ is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues	
_____	_____
____ 50 or fewer ____ \$1 million or less	_____
____ 51 - 100 ____ \$1,000,001 - \$2 million	_____
____ 101 - 250 ____ \$2,000,001 - \$3.5 million	_____
____ 251 - 500 ____ \$3,500,001 - \$5 million	_____
____ 501 - 750 ____ \$5,000,001 - \$10 million	_____
____ 751 - 1,000 ____ \$10,000,001 - \$17 million	_____

Over 1,000	Over \$17 million

(End of Provision)

K. 12 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
50 or fewer	\$1 million or less
51 - 100	\$1,000,001 - \$2 million
101 - 250	\$2,000,001 - \$3.5 million
251 - 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

(End of Provision)

K. 13 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) "General." This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) "General." The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

/_ / (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_/ (ii) It has submitted a completed application to the Small Business Administration or a Private

Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124,

Subpart B, and a decision on that application is pending, and that no material age in disadvantaged

ownership and control has occurred since its application was submitted.

(2) /_/_ "For Joint Ventures." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in

paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is

PAGE 43 OF 58

participating in the joint venture. [The offeror shall enter the name of the small disadvantaged

business concern that is participating in the joint venture:

_____.]

(c) "Penalties and Remedies." Anyone who misrepresents any aspects of the disadvantaged status of a

concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K. 14 52.219-22 I SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)--
ALTERNATE I (OCT 1998)

(a) "General." This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) "General." The offeror represents, as part of its offer, that it is a small business under the

size standard applicable to this acquisition; and either--

/_/ (i) It has received certification by the Small Business Administration as a small disadvantaged

business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its

certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each

individual upon whom the certification is based does not exceed \$750,000 after taking into account

the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/_/ (ii) It has submitted a completed application to the Small Business Administration or a Private

Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124,

Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) /_/ "For Joint Ventures." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in

paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is

participating in the joint venture. [The offeror shall enter the name of the small disadvantaged

business concern that is participating in the joint venture:

_____.]

(3) "Address." The offeror represents that its address /_/ is, /_/ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for

certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) "Penalties and Remedies." Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K. 15 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal

Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

PAGE 44 OF 58

The offeror represents that--

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

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

(End of Provision)

K. 17 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

(Reference 52.222-38)

K. 18 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file

for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

/_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in

40 CFR 372.65;

/_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under

section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27,

provided an appropriate certification form has been filed with EPA);

/_/ (iv) The facility does not fall within the following Standard Industrial Classification (SIC)

codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities

primarily engaged in solvent recovery services on a contract or fee basis); or

/_/ (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

K. 19 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

K. 20 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin

PAGE 45 OF 58

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[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

K. 21 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at

52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract.

Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

/___/ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

/___/ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K. 22 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated

contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statements required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies

that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status

changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before

expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded. II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do

so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the

resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in

lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the

provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no

(End of Provision)

K. 23 52.230-1 I COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)-- ALTERNATE I (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or

9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a

Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this PAGE 47 OF 58 provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/_ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby

certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as

follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition

Regulation.) Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal

are consistent with the cost accounting practices disclosed in the Disclosure Statement.
/_/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies

that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal

are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

/_/ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

/_/ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

/_/ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the

provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no PAGE 48 OF 58

(End of Provision)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PBGC-15-002 PROPOSAL SUBMISSION INSTRUCTIONS (OCT 2004)

a. Markings. It is important that the outer envelope or wrapping of your offer be addressed as follows. Failure to so mark the outer core could be the cause of your offer being misdirected and received too late for consideration at the required destination.
(Offeror's Return Address)

TO: PENSION BENEFIT GUARANTY CORPORATION
SOLICITATION NO.: (See Block 7 of SF33)
Closing Date: (See Block 9 of SF 33)
1200 K STREET, NW
Mail Stop: Procurement
WASHINGTON, DC 20005-4026

b. Hand Carried Offers. Proposals that are hand carried will be delivered to the same suite number shown above in a sealed outer wrapper. Hand carried offers must be received in the above office by the due date and time. Proposals received at the destination after the time and date specified for receipt will be considered late and dealt with in accordance with the late proposal provision of the FAR.

c. Proposals must also be submitted electronically via the PBGC Secure Proposal site. To submit your proposal, follow the steps below:

1. Encrypt your file(s) (password protect)
2. Go to <http://files.pbgc.gov>
3. Select "Secure Upload".
4. Enter the email address of the Procurement Officer and click "Start".
5. Enter your contact information.
6. Enter your message and a description of the submission (this information will be included in the notification to the Procurement Officer)
7. Click the notification checkbox to ensure you receive notification when the file is downloaded by the Procurement Officer.
8. Select the upload method, Regular or Enhanced. Regular upload works with all browsers and enhanced upload works with Java enabled browsers.
9. Select the file(s) to send (use the Browse buttons).
10. Press the Upload & Send button.
11. Send a separate email to the Procurement Officer with your encryption password.

You will receive an automated system confirmation of a successful upload, and an automated system email when the Procurement Officer downloads your submission.

L.2 PHASE I – OFFERORS WRITTEN PROPOSAL

A. General Instructions

Proposals in Phase I shall be submitted in two separate parts as further described below - Part I, the Written Technical Proposal and Part II, the Business Proposal. Each of the parts must be **separately bound**, so the evaluation of each part may be conducted independently. Proposals shall be enclosed in sealed packaging and addressed to the office as specified in this solicitation. Facsimile offers will not be considered.

Only those offerors who successfully pass Phase I, Part I by having their written offer found to be acceptable by the Technical Evaluation Panel will be invited to give an oral presentation (Phase II) addressing the evaluation factors listed in Section M. At the conclusion of Phase I, successful offerors will be notified via email, telephone or by facsimile transmission to schedule their oral presentations as outlined herein. Phase 1, Part II, Business Proposal, is due at the same time as the submission of the oral presentation slides.

Part I of the written technical proposal shall include only the offeror's past performance, experience and key personnel, as outlined below, and shall be limited to 30 pages. Those pages in excess of 30 pages will not be evaluated or considered. Cover pages and tabs are not included in the count. The written technical proposal shall include a maximum of 15 pages to address key personnel with no more than three pages for each resume per key personnel. In the event the resumes do not total 15 pages, offerors may add the remaining pages to their written technical proposal for past performance/experience and vice versa.

The written technical proposal shall use the specific format below. These directions assist in providing a fair and equitable evaluation of all proposals. The Government may determine those proposals not following the directions as unacceptable and may reject such offers from further consideration.

- 8.5 by 11 inch paper
- 12 pitch print or larger, Times New Roman style font
- 1.25 inch left hand margin, .75 inch right hand margin and 1 inch margins at both the top and bottom for each page
- all pages single spaced
- every page sequentially numbered; and
- page numbers shall be centered in the bottom margin.

B. Part I - Written Technical Proposal

Offeror's proposal shall address the following in their written technical proposal. The offeror must submit seven (7) paper copies of the Business proposal to PBGC in a sealed package on 27, March, 2009 at 10:00AM ET.

(1) Past Performance. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) past performance including meeting delivery dates and schedules the same as, or substantially similar to, that required by the solicitation. The offeror shall provide at least three references as follows: the names and telephone numbers of contact persons from previous customers who can provide information regarding the performance

of the offeror's firm during the last three years on work of a similar nature to that described in the statement of work, Section C. Include the dollar amount and length of contract for each contract referenced.

(2) Experience. The offeror shall describe its capabilities, and those of its major subcontractors and/or joint venture partners, if any, to perform this work. Information on the offeror's size, experience, and resources available to enable the offeror to fulfill the requirements shall be provided. When discussing previous Government and/or private sector projects similar to that proposed, provide sufficient detail to convince evaluators of the relevance of the skills and objectives involved. In particular, offerors shall address how their demonstrated experience and expertise satisfy the oral presentation evaluation factors set forth in the solicitation below.

(3) Qualifications of Key Personnel. The offeror shall provide the names, position descriptions and information to support the qualifications, including relevant experience, specialized training and education, of all proposed key personnel (see clause entitled "Key Personnel" in Section H of this solicitation for further definition). Include names of employers and dates of employment. Include any proposed consultants and subcontractor employees who will perform duties of key personnel. Offerors shall address how their key personnel satisfy the evaluation criteria set forth in Section M.

C. Part II – Business Proposal Content

The offeror's Business/Cost Proposal, must be submitted using the following format:

(a) The Proposal Form, SF 33, The Proposal Form is to be executed fully and used as the cover sheet (or first page) of this volume. The acceptance period entered on the Proposal Form by the offeror shall not be less than 60 calendar days from the date specified for the receipt of offers. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussions.

(b) The offeror's Representations, Certifications, and Other Statements of Offerors (Section K) are to be completed and included in each copy of this volume.

(c) Exceptions and Deviations taken to the model contract. Note however, that any exceptions or deviations from the model contract could result in an offer being considered unacceptable.

(d) When an offeror teaming arrangement is proposed such offerors shall submit adequate documentation to substantiate that a bona fide arrangement exists between the team partners. This documentation shall fully disclose the company relationships along with any other evidence supporting the existence of the offeror teaming arrangements.

(e) Existence or appearance of potential conflicts of interest. Offerors must disclose to the Contracting Officer any personal or business relationships with

Government personnel, or financial interests, which could present the appearance of an existing or potential conflict of interest. Failure to do so, if such become known by other means could result in a determination of non responsibility prior to award, or termination of the contract after award.

(f) The Cost/Pricing section of the proposal shall consist of a completed Section B, "Schedule of Supplies/Services and Price/Cost" completed for the Base Period and four Option Periods.

L.3 PHASE II - ORAL PRESENTATIONS

Those offerors who successfully pass Phase I will be invited to make an oral presentation (Phase II) addressing the evaluation factors listed in Section M. The offerors will be given the date, time, and place for the presentation. Oral Presentations will be held at PBGC Headquarters. Appointments for the oral presentation will be drawn by lottery and there will be no opportunity to change the time assigned. It is anticipated that oral presentations will take place the week of March 30, 2009. The presentations will be videotaped. Presentations will be limited to no more than one hour. The Government may ask questions at the conclusion of the presentation, but the question period will not count against the time limit. The oral presentation must be presented by the key personnel identified in the offeror's proposal. No one other than key personnel, and key subcontractor personnel, who will be assigned to this contract will be permitted to present for any part of the oral presentation or be in attendance during the oral presentation.

The offeror shall use the presentation to explain its understanding, approach, and allocation of resources to enable complete evaluation of the offeror's capability to provide the services required herein. The offeror shall demonstrate how it plans to meet the stated requirements of goals and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to perform successfully.

During oral presentations offerors may use charts, view graphs, and/or exhibits to support their oral presentation. No changes can be made to the slides from the hard copy submitted. Note: the offeror is responsible for providing a person to flip the view graph charts if this will not be done by the briefer. Any view graph or computer presentation must be prepared in a font size large enough to be seen at the back of a conference room. Offerors must be responsible for supplying their own presentation equipment. A screen will be provided. In the event of equipment failure, the offeror must proceed with the presentation without use of such equipment.

No price information is to be included in the oral presentation or briefing charts.

The filming of the presentation will be immediately terminated at the completion of the hour unless the offeror has completed its presentation earlier. A question and answer period will follow, which will also be videotaped. The question and answer period for clarification will not exceed one hour. During the question period, the Government may ask questions of the briefer for clarification if something is not clear, but there will not be a negotiation at that time. Questions and answers will be considered for evaluation purposes. The offeror's oral presentation will be evaluated in accordance with Section M. The paper copies of the presentation will become part of the contract.

L.4 PBGC-15-005 QUESTIONS CONCERNING THE SOLICITATION (OCT 2004)

(a) All questions concerning this solicitation must be submitted in writing to the Contract Specialist named in Block 10 of the SF 33 (cover page) for information about any aspect of the solicitation. Prospective offerors are warned against contacting any PBGC personnel outside the Procurement Department prior to award of a contract resulting from this solicitation. If such a contact occurs and is found to be prejudicial to competing vendors, the vendor making such a contact may be excluded from award consideration.

(b) Questions will be e-mailed to Thomas.Roland@PBGC.Gov. Answers to inquiries/questions will be provided to all vendors being solicited, giving due regard to the proper protection of proprietary information.

(c) No information concerning this solicitation will be provided in response to telephone calls. All such requests must be submitted, in writing, to the Procurement Department, at the address shown in Block 7 of the SF 33 (cover page) or to the e-mail address above. Written inquiries will be answered in writing and provided to all vendors.

(d) Prospective offerors are asked to submit their questions grouped by solicitation section and making reference to the particular paragraph. Questions must be submitted in writing, and are due three days after of the issued dated in block 3 of the SF 33, to allow the PBGC an opportunity to respond. Any questions received after that may not be answered before the solicitation closing date.

L.5 PBGC-15-007 EXPENSES RELATED TO PROPOSAL SUBMISSION (OCT 2004)

The Government is not liable for any costs incurred by any offerors in submitting proposals in response to this solicitation.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 BEST VALUE PROCUREMENT - RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

(a) The Government will make an award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. Five separate factors will be evaluated:

- (1) Experience
- (2) Key Personnel
- (3) Past Performance
- (4) Technical Approach
- (5) Management Approach

Past Performance, Experience, and Key Personnel will be evaluated in Phase 1 based on the written material provided. Technical Approach and Management Approach will be evaluated in Phase 2 based on the oral presentation.

Technical Approach and Management Approach are equally important.

The combined relative merit of the technical evaluation factors will be significantly more important than cost or price in the selection of the contractor.

While the cost or price factor has no numerical weight or adjectival rating, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

(b) The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

M.2 EVALUATION FACTORS FOR AWARD

The technical evaluation of proposals received in response to this solicitation will be separated into two phases (Phases I and II as set forth below).

A. Phase I - Written Technical Evaluation Factors

A proposal shall be deemed acceptable if the proposal meets the requirements listed below if prepared in accordance with Section L of this solicitation. Only those offerors whose proposals are deemed acceptable will be selected for Phase II and invited to make an oral presentation of their qualifications and technical approach. Written technical proposals will be evaluated based on the following criteria.

1. PAST PERFORMANCE

The PBGC is seeking to determine whether each offeror consistently delivers quality products and/or services in a timely manner with a reasonable degree of customer satisfaction. Therefore, this factor will be evaluated based on relevant past performance. Accordingly, the PBGC will evaluate the proposed PPI based on information received from the prospective contractor (references), and from any other reliable source available to the PBGC; sources such as an official past performance database and/or other Government and local agencies.

As stipulated under FAR Part 15.3, offeror's without a record of relevant past performance or for who information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Thus, offerors without a record of relevant past performance will be given a neutral rating.

2. EXPERIENCE

The extent to which the offeror provides qualified and experienced personnel with relevant experience to perform this contract. The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties under this effort. All required personnel are identified. The team who will perform these services includes, but is not limited to, personnel with expertise in performing the duties specified in the performance work statement. For all personnel not currently employed by the offeror, commitment letters are provided.

3. QUALIFICATIONS OF KEY PERSONNEL

The extent to which the offeror provides qualified key personnel with relevant experience to perform this contract. All required key personnel are identified. The extent to which key personnel have provided the services described in the Experience and the Past Performance sections of this proposal. For all key personnel not currently employed by the offeror, commitment letters are provided.

B. PHASE II - Oral Presentation Evaluation Factors

The Offeror will be evaluated on the project team's experience in the following areas: Technical Methodology for accomplishing the Performance Work Statement (PWS) and the Offeror's Management Approach. The Offeror's technical approach should reflect a clear understanding of the services to be rendered as described in the PWS and the Offeror's potential for achieving PWS requirements using the techniques and resources described in its technical approach.

A. Technical Methodology for Accomplishing the PWS (Section 6.0)

- 1) Contractor's ability to perform and complete project initiation, planning, analysis, design, development, testing and implementation of any new approved modernize enhancements and requirements to the existing CRM system in compliance with Information Technology System Life Cycle Methodology.

- 2) Contractor's ability to demonstrate knowledge and experience of offeror's key personnel with the proposed methodology for development modernization enhancements and maintenance releases.
- 3) Contractor's ability to schedule and coordinate the development, modernization, enhancements and maintenance releases with the appropriate teams and deliver the releases on time and within budget.
- 4) Contractor's ability to understand the dependencies between Development, Modernization and Enhancements, Maintenance Releases, Operations and Support and the ability to effectively handle all services in parallel.
- 5) Contractor's approach and ability demonstrate how to deploy quality releases and production fixes and minimize downtime in production.

B. Management Approach

- 1) Demonstrate knowledge in effectively managing large complex projects and assignments similar to those in the solicitation.
- 2) Effectively manage resources between operations and maintenance, steady state and development modernization enhancement projects.
- 3) Demonstrate experience with handling multiple projects (ten plus (10+) of varying sizes and multiple project teams to achieve corporate goals.
- 4) Experience in resolving issues effectively, being proactive, and communicating with a wide variety of staff, committees, and senior officials on an ongoing basis.
- 5) Demonstrate experience in developing program and project plans of all program and project activities, scheduling, resource allocation, identifying dependencies and identifying risk and mitigation strategies.
- 6) Detailed understanding of project transition milestones.
- 7) Demonstrated experience in professional development and ongoing training of team members to improve their knowledge and skills, manage, and develop applications in multiple technologies and new technologies
- 8) Demonstrated ability to deliver projects with high-quality, on time and within budget.
- 9) Demonstrate a detailed comprehensive transition plan up to thirty (30) days outlining how the Offeror would identify key project work, ensure continuity of current activities underway, and ensure retention of PBGC institutional knowledge.

M.3 EVALUATION OF COST/PRICE

Cost/Price offers will not be point scored, assigned a numerical weight, nor adjectivally rated. Cost offers will be evaluated for reasonableness and appropriateness of proposed amounts and for the offerors understanding of the proposal requirements. Cost will be evaluated to assess realism and the probable cost to PBGC, including any improvements necessary to meet the needs of PBGC. Price will be evaluated for reasonableness and appropriateness of proposed price for the offerors understanding of the proposal requirements.

M.4 AWARD ON INITIAL PROPOSALS

The Government reserves the right to award the contract without discussions, based on initial offers.

M.5 EXCHANGES WITH OFFERORS

Should award be made without discussions, the PBGC may hold limited exchanges defined as clarifications Pursuant to FAR 15.306, to give offeror's an opportunity to clarify minor or clerical errors. The PBGC may hold limited exchanges with offeror's before establishment of the competitive range.

M.6 COMPETITIVE RANGE DETERMINATION

Pursuant to FAR Part 15.306(j), if discussions are held, the Contracting Officer shall establish a competitive range of the most highly rated proposals. If the number of most highly rated proposals exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range.

M.7 EVALUATION OF OPTIONS

The PBGC will evaluate quotes for award purposes by adding the total price of all options to the total price of the base period requirement. Evaluation of options will not obligate the PBGC to exercise the option(s).

The PBGC may reject a quote as non-responsive if it is materially unbalanced as to cost for the base year requirement in relationship to the option years. A quote is unbalanced when it is based on costs significantly less for some work and significantly overstated for other work, or the costs do not reflect market value.

M.8 PBGC-15-0111 REFERENCE AND EVALUATION (OCT 2004)

The PBGC reserves the right to contact any or all references cited by the offeror for the purpose of verifying the accuracy and completeness of the information provided. Information obtained from reference checks will be used in evaluation and scoring, as described above.