

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 350)		Rating	Page 1 of pages 65
2. Contract No.	3. Solicitation No. PBGC01-RP-08-0020	4. Solicitation Type ☐ Sealed Bid (IFB) ☒ Negotiated (RFP)	5. Date Issued September 6, 2008	6. Requisition/Purchase No. RQ-51-08-000212	
7. Issued By PENSION BENEFIT GUARANTY CORP MAIL STOP: PROCUREMENT 1200 K STREET, NW WASHINGTON DC 20005-4026		Code PD	8. Address Offer To (If other than item 7) Code		

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

SOLICITATION

9. Sealed offers in original and 4 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 **1200K Street,NW, Ste1090, Washington DC** until **12:00 PM** (hour) local time **October 28, 2008**.

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 Robert Price	B. Telephone No. (include area code) (NO COLLECT CALLS) (202) 326-4160 x3483
---------------------------	-------------------------	---

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	1-2	X	I	Contract Clauses	39-48
X	B	Supplies or Services and Prices/Costs	3-09	Part III – List of Documents, Exhibits and Other Attachments			
X	C	Description/Specs./Work Statement	10-22	X	J	List of Attachments	49-49
X	D	Packaging and Marking	23-23	Part IV – Representations and Instructions			
X	E	Inspection and Acceptance	24-24	X	K	Representations, Certifications and Other Statements of Offerors	50-54
X	F	Deliveries or Performance	25-25	X	L	Instr., Conds., and Notices to Offerors	55-62
X	G	Contract Administration Data	26-28	X	M	Evaluation Factors for Award	63-65
X	H	Special Contract Requirements	29-38				

OFFER (Must be fully completed by offeror)

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

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

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. 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 Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
----------------------------------	------	----------	---

15B. Telephone No. (Include area code)	15C. Check if Remittance Address is difference from above. Enter such address in Schedule.	17. Signature	18. Offer Date
--	--	---------------	----------------

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 specified) Item
24. Administered By (If other than Item 7) Code		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

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

General Information

A-1. The objective of the Infrastructure and Software Engineering Services (ISES) procurement is to acquire software engineering support and infrastructure engineering support services under a multiple-award, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. The issued Task Orders will be Performance-Based. The contractor will perform work on this effort primarily for the two departments within OIT, but work could also include task orders from other departments. Software Engineering Solutions that are of the Development, Modernization, and Enhancement (DME) and Steady State (SS) nature will support the Information Technology & Business Modernization Department (ITBMD) of OIT. Infrastructure Engineering Solutions that are of a DME nature will support the Information Technology Infrastructure Operations Department (ITIOD) of OIT. Both of these departments report to the Chief Information Officer.

A-2. This IDIQ contract arrangement will provide PBGC with centrally managed contracting support of the Infrastructure and Software Engineering Services that satisfies the needs of the Office of Information Technology (OIT) Information Technology & Business Modernization Department (ITBMD) of OIT, and the Information Technology Infrastructure Operations Department (ITIOD). The over all goals are to:

1. Create reasonably priced contracts with flexible pricing provisions allowing placement of Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), Cost Plus Award Fee (CFAF), task orders, and may include incentives or disincentives, that are appropriate to meet the needs of the ISES requirements.
2. Execute Task Orders that satisfies the customer needs of ISES without long lead-times.
3. Provide for effective competition of Task Orders, maintained throughout the five (5) year life of the contract, among the selected IDIQ awardees.
4. Use of Performance-Based contracting techniques for issued task orders, and task order metrics to assess contractor performance.
5. Establish multiple awardees for the IDIQ contracts that will consistently provide best value procurements to the needs of the requirements.

A-3. There are two (2) efforts to this Solicitation:

1. The offerors will be proposing and competing for the award of the IDIQ Contract(s); and,
2. The offerors will be proposing and competing for Task Order 1 (Implement Storage) Attachment D, See Section J, List of Attachments (which PBGC anticipates awarding at time of IDIQ award).

A-4. This solicitation will result in Multiple Awards (minimum of 2 awards).

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

General Description

B-1. Task Orders will be issued using Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), and Cost Plus Award Fee (CPAF) contract types. Issued Task Orders will be performance based and may include incentives and disincentives.

B-2. Fair Opportunity for Task Orders. When requirements within the scope of this contract are known, a Performance Work Statement may be developed, or the contractor may be required to respond to a Statement of Objectives (SOO). Task Orders will be competed among the contract awardees. Unless there is a valid exception, in accordance with FAR Part 16.505 Fair Opportunity, all IDIQ awardees will be solicited to submit a proposal.

B-3. Method of Pricing Task Orders. Each offeror must submit detailed cost and pricing information for use in negotiating task orders under this IDIQ contract. As a minimum, this information must consist of labor rates for each labor category identified in Section J - Attachment B entitled Labor Categories and Labor Rates, and includes the applicable overhead, G&A, and other standard indirect expense rates that would be applied, as well as a proposed fee percent and award fee percent. The offeror must identify if these rates are pre-approved by the cognizant government auditor, and provide evidence of the approval, and the name, agency address and telephone number of the cognizant Auditor. In addition, the offeror must state if they have an approved accounting system for use on cost reimbursement contracts. Upon acceptance/negotiation the above rates will be included in the awarded IDIQ contracts and shall be used by the contractor in submitting proposals for specific task orders.

B.4. Base/Fixed Fee Payment Schedule (Cost Reimbursement Task Orders)

The base or fixed fee (as applicable) set forth in each individual CPAF or CPFF task order under this contract will be paid in installments at the time of each monthly provisional payment. Unless otherwise indicated in individual task orders, the amount of each such base or fixed fee installment shall be paid at the same ratio as the total base/fixed fee is to total estimated costs.

NOTE: The payment of fixed fee is subject to the withholding provisions of FAR 52.216-8, entitled Fixed Fee. Any balance of fixed fee shall be paid to the contractor at the time specified in FAR 52.216-8.

B.5. Award Fee (Cost Plus Award Fee Task Orders)

Should an award fee type task order be issued, the amount of award fee the contractor earns, if any, is based on an evaluation by PBGC of the quality of the contractor's performance. This will be determined in accordance with an Award Fee/Performance Evaluation Plan established for individual CPAF task orders. NOTE: The determination of the award fee amount and the award fee methodology are unilateral decisions made solely at the discretion of PBGC. PBGC may unilaterally change the Performance Evaluation Plan at any time. However, any revisions to the evaluation criteria in the Plan shall be presented to the contractor prior to the evaluation period in which it will be used.

B.6. Minimum and Maximum Amounts.

During the contract period of performance (including any options exercised), PBGC shall place orders with each IDIQ contractor totaling a minimum of \$10,000 over the life of the contract.

Base Year	\$ TBD AT TIME OF AWARD
Option Year 1	\$ TBD AT TIME OF AWARD
Option Year 2	\$ TBD AT TIME OF AWARD
Option Year 3	\$ TBD AT TIME OF AWARD
Option Year 4	\$ TBD AT TIME OF AWARD

The maximum IDIQ amount (i.e., the maximum ceiling across all IDIQ holders) shall not exceed \$54 million over the life of the contract.

PBGC01-RP-08-0020

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

The award of this Indefinite Delivery/Indefinite Quantity (IDIQ) Contract PBGC01-TBD is unfunded. Even though the Total Cost of \$TBD is stated on page 1, Block 20 of the Standard Form 33 Contract, it does not have any accounting and appropriation data. It merely represents the estimated contract amount for the Base Year. The individual Task Orders issued under this contract will provide accounting and appropriation data. The Government's only Obligation is \$10,000.00 to each awardee during the first year of the contract.

B.7. PBGC-44-001 Other Direct Costs

Unless otherwise provided in individual task orders, 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://policyworks.gov/org/main/mt/homepage/mtt/FTR/FTRHP.shtml>

B.8. PBGC-16-003 Ceiling Price

It is anticipated that the total cost to the Government for performance of this contract shall not exceed the ceiling price set forth in Section B.8 and the contractor agrees to use its best efforts to perform the work specified in the schedule and all obligations under this contract within the ceiling price. If at any time the contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price set forth in this clause, the contractor shall notify the Contracting Officer in writing, giving a revised estimate of the total price to the Government for performing this contract, with supporting reasons and documentation. If, at any time during the performance of this contract, the contractor has reason to believe the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price the contractor shall notify the Contracting Officer in writing, giving a revised estimate of the total price to the Government for performing this contract, with supporting reasons and documentation. If, at any time during the performance of this contract, the Government has reason to believe the work required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the contractor, giving them the revised estimate of the total amount of effort to be required under this contract. The ceiling price for each contract period is shown in the clause title Price/Cost. The Government shall not be obligated to pay the contractor any amount in excess of the ceiling price, and the contractor will not be obligated to continue performance, if to do so would exceed the ceiling price, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and of the new ceiling price of the contract. Once the Contracting Officer increases the ceiling price, any otherwise allowable hours and material costs incurred by the contractor which were in excess of the previous ceiling price before the increase shall be allowable to the same extent as if the hours had been expended or costs incurred after the increase in the ceiling price.

B.9. PBGC-11-001 DESCRIPTION OF SERVICES (AT PBGC SITE) (OCT 2004)

The Contractor shall propose labor rates as identified in Attachment B of Section J, List of Attachments for the base year and option year periods. For proposal preparation purposes, offerors should use the estimated hours for the base year and all option years. The proposed Labor Rates for Attachment B are for evaluation purposes to award the IDIQ Contracts. However, the proposed Labor rates and the estimated hours as identified in Attachment B of the solicitation will be part of the IDIQ Contract Awards, and may further be used to determine fair and reasonableness, and price/cost analysis for issued Task Orders.

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

BASE YEAR

**The Base Year Period of Performance is
from date of award through 12 months
dd/mm/09.**

		Maximum Qty	Unit	Unit Price	Max Amount
0001	Task Orders, Firm Fixed Price (FFP) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be Utilized for Firm Fixed Price (FFP) Task Orders. The FFP amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0002	Task Orders, Cost Plus Fixed Fee (CPFF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Fixed Fee (CPFF) Task Orders. The CPFF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0003	Task Orders, Cost Plus Award Fee (CPAF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Award Fee (CPAF Task Orders. The CPAF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0004	Other Direct Costs (ODCs) ODCs if required; and may include, but not limited to travel and travel related expenses, hardware and software unique to, and required in performance of task order projects, and necessary supplies in support of the issued task order projects. The ODC amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

OPTION YEAR 1

The Option Year 1 Period of Performance is from mm/dd/09 through 12 months 2010.

		Maximum Qty	Unit	Unit Price	Max Amount
0001	Task Orders, Firm Fixed Price (FFP) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be Utilized for Firm Fixed Price (FFP) Task Orders. The FFP amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0002	Task Orders, Cost Plus Fixed Fee (CPFF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Fixed Fee (CPFF) Task Orders. The CPFF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0003	Task Orders, Cost Plus Award Fee (CPAF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Award Fee (CPAF Task Orders. The CPAF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0004	Other Direct Costs (ODCs) ODCs if required; and may include, but not limited to travel and travel related expenses, hardware and software unique to, and required in performance of task order projects, and necessary supplies in support of the issued task order projects. The ODC amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

OPTION YEAR 2

**The Option Year 2 Period of Performance
is from mm/dd/10 through 12 months 2011.**

		Maximum Qty	Unit	Unit Price	Max Amount
0001	Task Orders, Firm Fixed Price (FFP) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be Utilized for Firm Fixed Price (FFP) Task Orders. The FFP amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0002	Task Orders, Cost Plus Fixed Fee (CPFF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Fixed Fee (CPFF) Task Orders. The CPFF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0003	Task Orders, Cost Plus Award Fee (CPAF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Award Fee (CPAF Task Orders. The CPAF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0004	Other Direct Costs (ODCs) ODCs if required; and may include, but not limited to travel and travel related expenses, hardware and software unique to, and required in performance of task order projects, and necessary supplies in support of the issued task order projects. The ODC amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

OPTION YEAR 3

**The Option Year 3 Period of Performance
is from mm/dd/11 through 12 months 2012.**

		Maximum Qty	Unit	Unit Price	Max Amount
0001	Task Orders, Firm Fixed Price (FFP) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be Utilized for Firm Fixed Price (FFP) Task Orders. The FFP amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0002	Task Orders, Cost Plus Fixed Fee (CPFF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Fixed Fee (CPFF) Task Orders. The CPFF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0003	Task Orders, Cost Plus Award Fee (CPAF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Award Fee (CPAF Task Orders. The CPAF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0004	Other Direct Costs (ODCs) ODCs if required; and may include, but not limited to travel and travel related expenses, hardware and software unique to, and required in performance of task order projects, and necessary supplies in support of the issued task order projects. The ODC amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

OPTION YEAR 4

**The Option Year 4 Period of Performance
is from mm/dd/12 through 12 months 2013.**

		Maximum Qty	Unit	Unit Price	Max Amount
0001	Task Orders, Firm Fixed Price (FFP) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be Utilized for Firm Fixed Price (FFP) Task Orders. The FFP amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0002	Task Orders, Cost Plus Fixed Fee (CPFF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Fixed Fee (CPFF) Task Orders. The CPFF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0003	Task Orders, Cost Plus Award Fee (CPAF) The Contractor must perform services in accordance with the Performance Work Statement, Section C. This CLIN will be utilized for Cost Plus Award Fee (CPAF Task Orders. The CPAF amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD
0004	Other Direct Costs (ODCs) ODCs if required; and may include, but not limited to travel and travel related expenses, hardware and software unique to, and required in performance of task order projects, and necessary supplies in support of the issued task order projects. The ODC amount will be identified in each individual task Order.	TDB	Each	\$TBD	\$TBD

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Pension Benefit Guaranty Corporation (PBGC) is a federal corporation created by the Employee Retirement Income Security Act of 1974 (ERISA). It currently protects the pensions of nearly 44 million American workers and retirees in 30,330 private single-employer and multi-employer defined benefit pension plans. PBGC receives no funds from general tax revenues. Operations are financed by insurance premiums set by Congress and paid by sponsors of defined benefit plans, investment income, and assets from pension plans trusted by PBGC, and recoveries from the companies formerly responsible for the plans.

The PBGC Director reports to a Board of Directors consisting of the Secretaries of Labor, Commerce and Treasury, with the Secretary of Labor as Chairperson. The Corporation is aided by a seven-member Advisory Committee appointed by the President of the United States to represent the interests of labor, employers, and the general public. ERISA outlines several specific responsibilities for PBGC's Advisory Committee, including advising on policies and procedures for PBGC's investments, the trusteeship of terminated plans, and on other matters as determined by PBGC.

The goals and objectives of PBGC are described at www.pbgc.gov. PBGC's Office of Information Technology (OIT), led by the Chief Information Officer, manages the PBGC's information technology assets. OIT responsibility includes all IT services. OIT is presently comprised of 85 federal employees and 400 contractors, of whom approximately 130 are associated with IT infrastructure operations activities.

C.2 PURPOSE

The objective of the Infrastructure and Software Engineering Services (ISES) procurement is to acquire software engineering support and infrastructure engineering support services under a multiple-award, Indefinite Delivery/Indefinite Quantity (IDIQ), performance-based contract. The contractor will perform work on this effort primarily for the two departments within OIT, but work could also include task orders from other departments. Software Engineering Solutions that are of the Development, Modernization, and Enhancement (DME) and Steady State (SS) nature will support the Information Technology & Business Modernization Department (ITBMD) of OIT. Infrastructure Engineering Solutions that are of a DME nature will support the Information Technology Infrastructure Operations Department (ITIOD) of OIT. Both of these departments report to the Chief Information Officer. For a current OIT Organization Chart, see Attachment A in Section J, List of Attachments.

- **Information Technology & Business Modernization Department (ITBMD)**—Its mission is to implement IT and business modernization with the following functions:
 1. Perform innovative strategic planning for services related to Information Technology and business modernization, to include the following: IT capital planning and investment control; economic and risk analysis of proposed IT investments; acquisition of technologies that adequately support business and information needs; and engineering of technologies that adequately support business and information needs; and engineering or modernization of business information systems for internal and external customers in support of PBGC's mission, goals and objectives.
 2. Ensure the processes, tools and resources to assess and rationalize the applications portfolio and determine the business, functional, technical and financial value (the strategic value) of application in the IT Investment Portfolio.
 3. Define the enterprise architectural roadmap to achieve an agile technical environment.
 4. Provide Capital Planning Investment Control (CPIC) planning, selection, investment control, and management.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

5. Manage implementation and adoption of (Process Manager) a standard solutions delivery methodology and framework (ITSLCM-IT Solutions Life Cycle Methodology) using best practices from OMB, COBIT, CMMI, ITIL, PMI, etc., to include coaching, training, etc.
- **Information Technology Infrastructure Operations Department (ITIOD)**—Its mission is to deliver IT support with the following functions:
 1. Support users of IT solutions
 2. Protect PBGC IT resources through Configuration and Change Management
 3. Administer the infrastructure support solutions
 4. Operate the infrastructure supporting IT solutions
 5. Provide environment for testing and deploying IT solutions

PBGC has chosen the use of an IDIQ contract as the vehicle to provide work to the contractor. Projects are formed based upon the business need that will require software DME or SS work or infrastructure DME effort. Task orders will be generated based upon the approved projects with separate Government Technical Monitors (GTMs) will be assigned to track, monitor and approve invoices for the projects, supported by the Contracting Officer's Technical Representative (COTR).

Development, Modernization, and Enhancement is defined as:

New IT Solutions—Create/deliver a new IT solution to the production environment, for the first time, to meet a business need or solve a business problem. These requests typically are reviewed and approved through the Capital Planning and Investment Control (CPIC) process. The CPIC process allows review of the new project by various IT governance committees; including Enterprise Architecture, Security, Procurement, Strategic Planning, and executive management to ensure alignment with corporate goals and fulfillment of business need.

Modernizing existing IT Solutions—Modernize/Re-engineer IT solutions that already exist in production, with the intent to replace with a modernized/re-engineered/new-technology solution, potentially impacting existing business processes and operations. These requests typically result from an IT solution that reaches end-of-life or becomes obsolete, where maintenance/enhancements result in low Return on Investment (ROI), or performing maintenance/enhancements are no longer feasible/viable/scalable to meet the business needs. Projects of this type typically entail disposing of or decommissioning the existing IT solution being replaced.

Enhancing existing IT Solutions—A change or group of changes to IT solutions that already exist in production, to provide for new, changed or deleted functionality, features or capabilities. These requests typically result from changes in federal mandates, changed business processes, major version upgrades, or enhanced business needs, but there is no intent to replace an existing IT solution.

Steady State is defined as:

Operating and Maintaining (O&M) existing IT Solutions—A change or group of changes to IT solutions that already exist in production, to enable them to operate according to the most recent set of approved requirements, and does not change functionality, features or capabilities. These requests typically result from defect/bug fixes, business system regression testing due to infrastructure changes vendor patches/service pack releases, and minor version upgrades, but are not emergency/urgent, allowing for planned activities.

Infrastructure and Software Engineering services projects will be of the DME nature, but only Software Engineering services projects will address Steady State activities. There is a separate O&M contract in place to support Infrastructure Steady State needs.

C.3 CORPORATE STANDARDS

PBGC currently maintains an Enterprise Architecture Program, a CPIC Program, ITSLCM, and an Information Security Program.

CPIC Program

The Capital Planning and Investment Control process (CPIC) relies on a systematic approach to IT investment management. CPIC activities are organized into three distinct phases: select, control, and evaluation. The activities performed during these phases serve to ensure that each investment's objectives continue to support the business and mission needs of the Corporation. The CPIC process is mandated by the Clinger-Cohen Act of 1996. As part of the CPIC process, the business area, in partnership with a project manager from PBGC's Office of Information Technology (OIT) develops a business justification to inform executive decision-makers of the business reasons and analysis behind the proposed investment in technology and how the proposed investment will solve the identified problem or impact the efficiency of the organization's business processes.

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 [EA Blueprint](#). 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 ITSLCM. The ITSLCM can be located at [ITSLCM](#).

The Information Security Program

The purpose of information security governance is to ensure that PBGC's departments are proactively implementing appropriate information security controls to support their mission in a cost-effective manner, while managing evolving information security risks. As such, information security governance has its own set of requirements, challenges, activities, and types of possible structures. Information security governance also has a defining role in identifying key information security roles and responsibilities, and it influences information security policy development and oversight and ongoing monitoring activities.

C.4 CURRENT ENVIRONMENT

PBGC's IT Program adheres to legislative requirements and administrative mandates, and follows guidance and best practices recommended by the Office of Management and Budget (OMB), the Government Accountability Office (GAO), National Institute for Standards and Technology (NIST), and the Federal CIO Council.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- The PBGC staff consists of approximately 835 federal employees and 1,350 contract employees. Approximately 1,785 staff members work at the agency's primary facility at 1200 K Street, N.W., in Washington, D.C., in satellite offices nearby (1275 K Street and 1225 I Street) or in Kingstowne, VA.
 - Approximately 400 contract employees work in 10 Field Benefit Administration (FBA) offices located throughout the United States. FBAs are contractor-run operations that support the PBGC in its role as trustee for terminated pension plans and in performing benefits administration for the majority of the PBGC's participants. Several FBA contractors have information technology positions that perform additional duties such as assessing connectivity problems; diagnosing, repairing and replacing desktop equipment; and providing technical assistance for hardware and software problems and issues.
 - PBGC's paying agent is State Street Corporation, a commercial bank in Boston.
 - PBGC is supported by a number of actuarial consultants with two offices in Washington, DC; one office in Vienna, VA; one office in Reston, VA and one office in Cleveland, OH. These consultants provide their own IT Support.
 - PBGC is supported by a separate contractor that provides mass mailing services from the Fulfillment House located in Fredericksburg, VA.
 - PBGC is also supported by a separate contractor responsible for Infrastructure Operations and Maintenance Services (O&M)
 - The organization of PBGC can be found at http://www.pbgc.gov/docs/org_chart.pdf. Further information for each department can be found at <http://www.pbgc.gov/workers-retirees/about-pbgc/content/page14552.html>.
- Internet connectivity is provided through Yipes OC-3 links at the HQ and Wilmington Continuity of Operations (COOP) facilities. PBGC operates public-facing web servers and also remote access facilities at both of these locations.
- The PBGC WAN consists primarily of point-to-point circuits. FBA and Actuarial sites use Sprint or MPLS nxT1 circuits to connect to the HQ and Wilmington sites via incoming T3s at those sites. There is an OC-12 link between HQ and Wilmington, and an OC-3 between Wilmington and Kingstowne, both provided by Yipes Inc. A Verizon Transparent LAN Service (TLS) link at 100Mbit/sec connects Kingstowne to HQ.
- The Kingstowne site, which for normal operations houses the Contact Center and the Benefit and Payment Department (BAPD) Document Management Center, has normal staffing of about 150 personnel. In the event of a COOP event, the location becomes the Emergency Relocation Site for critical headquarters staff.
- PBGC maintains logically separate network environments for development, testing, production and continuity of operations. These environments will be used by the PICS contractor. The Software Engineering Services contractor will not have access to the production environment.
 - The Common Development Environment (CDE) provides an area for development and interoperability testing that is isolated from production and other environments. The CDE provides the capability to develop major applications, which support PBGC's changing business needs. The environment allows PBGC to take advantage of emerging technologies and to improve the exchange of data with internal and external customers. The CDE is currently comprised of two separate areas (CDE-T and CDE-I);

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- The CDE-T is the “Team-Specific” area, used for code development, COTS configuration and unit testing of development efforts.
- The CDE-I is the “Interoperability” area, used for various phases of testing (functional, system, integration, performance, and deployment) of future integrated releases. The CDE-I is further broken down into two sub-areas – “As Is” and “To Be.”
 - The “As Is” area reflects the current production environment and is used for testing against applications that currently exist in production. This area may be used for supporting production, emergency fixes, and point releases. Currently this area also serves as the interim training environment for custom developed applications.
 - The “To Be” area reflects the future production environment and is used for testing against the applications that will be deployed in the next major software release.
- OIT plans to configure two additional areas (CDE Training and CDE Patch) in the near future.
 - The CDE Training area will be dedicated for training and demonstrations of the custom developed applications and some COTS applications.
 - The CDE Patch area will be dedicated for the testing and deployment of various types of patches (hardware, software, and security) for Windows and Linux/Unix servers prior to releasing the patch into the production environment.
- The Integration and Testing Center (ITC) environment is similar to the production environment, where major release testing and deployment occurs. The Integration and Testing Center tested applications currently are deployed by an ITC staff independent from other Federal and contract development teams. The ITC maintains hardware and software similar to the production environment so that testing will effectively demonstrate a repeatable deployment process that will work for production deployment.
- The production environment (PROD) provides support to business operations including replication of software and data to the COOP site with similar hardware. The production environment includes a sub-environment for the Training Center. The training sub-environment provides part of a representation of the production environment (e.g., applications and databases) and firewalls to prevent activity performed in the sub-environment from interfacing with the production environment.
- The COOP environment provides redundancy for the production environment and facilitates the continuation of business activities in the event of a disruption to the production environment. Failover is to PBGC’s servers at Wilmington, DE, which has similar cache boxes and web switches with server health monitoring and failover.
- PBGC maintains Storage Area Networks (SANs) to provide high volume file and data storage. The SAN includes a multitude of components such as racks, hard drives, array controllers, switches, shelves, fiber and/or SCSI cables, power, power distribution units (PDU), and host bus adapters. These components comprise the physical structure of the SAN to provide access to the data.
- PBGC server operating systems include Windows, Solaris, UNIX, Linux, VMware and Netware. Netware servers are being phased out of the environment.
- PBGC uses Oracle (currently 10g) as the standard database (currently 10g). PBGC also maintains MS SQL databases.
- PBGC uses Oracle (currently AS 10g) as the standard application server. PBGC also maintains a FileNet technology stack.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- JAVA is the development language of choice. Some .Net and other apps are also maintained. Web-based thin client W3C compliant browser based n-tier apps are the standard. Oracle APEX is the recommended IDE where appropriate.
- OIT supports PBGC business functions through a number of core business applications, both custom and commercial-off-the-shelf (COTS), and numerous supporting applications (word processing, spreadsheet, graphics, email, browser, portal and other software), communications connectivity, and a set of hardware and software platforms (such as Oracle database, middle tier and database servers, desktop workstations, and portable devices).
- Core business applications presently use a mix of Web-based thin client W3C compliant browser based n-tier apps, client/server and service-based architectures. Several of these applications are electronic-mail enabled. All current EA-compliant development is service-oriented with browser-based user interfaces. COTS and custom software applications are deployed from servers using Altiris and Novell's ZENworks Application Launcher with plans to fully deploy applications with Altiris by the summer of 2008.
- PBGC network uses Oracle OID/SSO Microsoft's Active Directory Service for Windows 2003, Microsoft Exchange 2003 for email with Ironport and Brightmail SPAM filtering, Microsoft XP SP2 workstations with Symantec Anti-Virus, and Blackberry portable devices. The network includes "lettered" drives that support administrative uses and personal file and data storage and retrieval.
- PBGC supports secure remote access to PBGC's networked resources through Tarantella, dialup and Windows Terminal Services servers from JAVA enabled desktops with access to the Internet.
- PBGC provides Internet email capability for end users through its internal mail system, and access to the World Wide Web via Sprintlink with MS Internet Explorer at the desktop. PBGC maintains a web site (<http://www.pbgc.gov>) that is available to the general public via the Internet. PBGC also maintains an Intranet and a Portal.
- PBGC's equipment for personal computing consists of Intel and AMD workstations, laptop computers, Macintosh workstations, network printers, non-networked printers, and other peripherals. The AMD and Intel-based personal computers (PCs) use Windows XP SP2 as their primary operating systems. PBGC uses the Microsoft Office 2003 Suite of applications as the primary set of desktop tools. In addition, other business units utilize WordPerfect, Lotus spreadsheet and Lotus Notes. The PCs are used to run COTS software and PBGC custom-built applications.
- PBGC utilizes Polytron Version Control System (PVCS) as a code and controlled documentation repository for tracking changes; managing migration of software among environments; and organizing, managing and protecting software assets across distributed development teams.
- PBGC utilizes HP OpenView (Peregrine) Service Center for incident, problem, change and configuration management.
- PBGC uses HP (Peregrine) Asset Center and Novell ZenWorks Asset Management to provide IT asset management capability.
- PBGC uses Primavera project and portfolio management system as a central repository for tracking and reporting project data. EA information is in the custom developed EA Repository (EAR).
- PBGC maintains a Microsoft Enterprise Agreement with features that include software licensing, access to Microsoft Developer Network (MSDN), on-line support with Microsoft technicians; Microsoft certified training opportunities, access to high priority technical support, HotFix, error reporting and other capabilities. PBGC has also entered into enterprise agreements for a number of other key COTS products.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- Storage/backup and restore—PBGC SAN environment provides support for its production and test environments. The SUN 9980 SAN provides the agency with production access to electronic mail (via Microsoft Exchange 2003), home, application and shared drive access (Microsoft file system), and database access (via Microsoft SQL and Oracle). The network file systems that connect to the 9980s include Unix, Linux and Microsoft 2003. The 9980 SAN replicates production data to the COOP site in Wilmington to another 9980 SAN. There are approximately 130 terabytes of raw storage space available across all environments.
- The test environments provide solution implementers an area to develop code and test applications prior to an application deployment to the production SAN. The Common Development Environment (CDE) and Integration Testing Center (ITC) has a set of SANs that provide testing and code development. The CDE utilizes 2 Sun Microsystems 6130 SANs and the ITC utilizes 3 Sun Microsystems 6320 SANs.
- **Snapshots and Replication**—The StoreEdge 9980 contains local snapshots of the Windows based solutions. The snapshots include 2 copies of Exchange 2003 data in headquarters and one copy of the file services data. The Exchange snapshots are replicated every 24 hours alternating between the 1st and 2nd snapshots. TrueCopy is the application used to asynchronously replicate the Exchange data on a dedicated (QOS'd) 400MB OC-12 link. The file services (home, share and SQL) are synchronously replicated to Wilmington while maintaining a local snapshot of these services. The Oracle databases on the SUN servers are replicated each night using Data Guard.
- **Corporate (HQ) Backup Systems**—The main PBGC backup systems are located at the Corporate office in Washington, DC. This location is commonly called *HQ* or *HQW*.
 - **Software:** HQ uses Symantec (formerly Veritas) NetBackup 6.0 Enterprise backup software running on Windows 2003 servers with three robotic tape systems.
 - There is one Windows 2003 NetBackup master server.
 - There are three Windows 2003 NetBackup media servers.
 - **Hardware:** HQ has two tape libraries and a tape library emulator. The emulator uses hard drives as "tape" cartridges, providing significant performance improvement for backups and for file restores.

The robots and media servers are interconnected with a small Storage Area Network (SAN). The NetBackup Shared Storage option allows any media server to work with any robot or drive.

There are two Quantum M-2500 tape libraries with six Super DLT 1 drives and 63 slots.

 - There is one Quantum DX-5000 tape emulator with six tape drives. "Tapes" made on this system are copied to physical tapes during the day.
 - The Shared Storage Option allows all robotic devices to work with any media server.
- **Remote Site Backups:** A number of remote offices have their own backup systems using NetBackup Server 6.0. Several smaller sites are supported directly from HQ.
 - **FBA Sites:** Field Benefit Administrator (FBA) sites provide support for pensioners in a number of localities. The FBA sites have NetBackup Server installed on their file / print servers. Larger FBA sites also have a domain controller to facilitate logging in to the network.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- **Kingstowne Hot site:** The Kingstowne tele-work site is located in Alexandria, VA. Kingstowne was once configured similarly to the FBA sites, however, it is currently operated with servers at HQ. The legacy backup histories are stored on the SAN at HQ.
- **Wilmington COOP site:** The Wilmington FBA site also serves as a Continuity of Operations (COOP) site. In the event the Washington DC area becomes unavailable, operations would be shifted to the COOP site. Wilmington has a full-sized backup system featuring a Quantum M-2500 robot with six drives and 63 slots. Backups of the FBA servers are run regularly.
- **COOP Backups:** Backups of the COOP servers are not run at present. These servers contain data replicated from HQ.
- **Remote Offices (WAN Sites):** Two remote offices are supported from HQ, with weekly full backups run over-the-wire from HQ. These sites do not have PBGC staff available to change tapes or work with backup equipment.
 - Fredericksburg -- Actuary site, south of Washington
 - Quincy -- The State Street Bank in Quincy, MA, near Boston.
- **Backup** (Although backup is the responsibility of the O&M contractor, the Infrastructure DME needs to ensure their designs will meet or exceed better performance of our backup infrastructure and test recovery.) Backup policies establish the backup schedule, the media pool to be used, and the type of backup (full, incremental, or differential). The number of policies and media pools i File restores are scheduled via Service Center and assigned to the LAN Backup Team. All file restores are conducted from HQ. File restoration is a complex topic that is covered by other documentation and summarized below.
 - Network Management Center (NMC) Operations personnel at HQ assist Backup Operations by mounting tapes in the robots as requested.
 - Personnel at FBA sites and Kingstown assist Backup Operations by mounting tapes in their local tape drives.
 - There are no personnel assigned to the WAN sites. Backup and restore operations are handled entirely at HQ.

C.5 CONSTRAINTS

Collaboration of deployments is required since all work in the production environment is under the IT Infrastructure Operations contract. Additionally, the Contractor must coordinate among other PBGC software development and maintenance support contract teams and adhere to the following constraints:

Compliance with Systems Life Cycle Methodology

The Contractor shall adhere to and comply with the PBGC's IT Systems Life Cycle Methodology (ITSLCM) Policy and Process Flow for all IT solutions. The contract shall follow all processes, procedures and templates established under the ITSLCM. A copy of the latest ITSLCM Policy, SLCM Process Flow and other related documents can be obtained at www.pbgc.gov website under Procurement Opportunities.

Compliance with Enterprise Architecture (EA)

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

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

PBGC Enterprise Architecture Blueprint. A copy of the latest EA Blueprint and other related documents can be obtained at www.pbgc.gov website under Procurement Opportunities.

Integrated Project Team and Integrated Project Management

The Contractor shall be an active member of the Integrated Project Team (IPT). The IPT is comprised of members of the project team, QA 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.

Project Management—Planning, Tracking, Managing, and Reporting

(a) The contractor shall develop a project schedule for the COTR's review and approval for each project when the project has been approved. The project schedule shall have, at a minimum, the following information:

- Identify SLCM deliverables and milestones
- Planned duration for each task
- Project Start and End date
- Resource loaded tasks (generic or actual resources)
- Rates associated with resources
- The following columns are up to date:
 - Task ID
 - WBS
 - Task Names
 - Predecessors
 - Planned Start Date
 - Planned Finish Date
 - Cost
 - Actual Start
 - Actual Finish
 - Actual Duration
 - Actual Cost
 - % Work Complete (0%, 25%, 75%, 100%)
 - Predecessors
 - Resource Names
 - Establish initial "Baseline"

The contractor shall use Primavera to plan and manage the project schedule and costs.

Configuration Management

(a) The contractor shall be responsible for configuration management of 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. PBGC has established a formal configuration management tool for development Configuration Management – Serena PVCS Tracker and Version Manager.

(b) The contractor shall adhere to all published PBGC configuration management procedures and assign a Configuration Manager to participate in the Configuration Management PVCS User Group sessions. The contractor shall develop Configuration Management Plans as necessary, per PBGC ITS LCM, 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

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

COOP, as applicable. All defects for the software are required to be tracked by the contractor in PVCS Tracker.

(c) The contractor shall present defects at the Configuration Control Board (CCB) Meetings for prioritization and deciding on releases and schedules. 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.

Change Management

The contractor shall be responsible 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. PBGC has established a formal configuration management tool for production Configuration Management – Peregrine Service Center Change Management.

The contractor shall adhere to the PBGC Change Management Policy, Process and Procedures Document and assign a Configuration Manager to participate in the weekly Change Management meetings.

Security Compliance

The contractor shall ensure that all software design and development comply with PBGC's Information Assurance Handbook (IAH) and Information Assurance best practices and standards and allow for customization as security policies and procedures are modified. The contractor shall obtain certification and accreditation guidelines from ISSO before deployment of any enhancement projects. The contractor shall also 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.

Quality Assurance

The contractor shall deliver individual, project level, Quality Assurance (QA) plans, that describe the methods the contractor shall use to ensure SLCM processes are followed, ensure the quality of artifacts that will be delivered in accordance with the SLCM tailoring document, and ensure the quality of the solution/releases. The QA plans shall describe the various types of testing that will be performed to ensure the quality of the solutions delivered, such as, unit tests, system tests, functional tests, integration tests, performance tests, load tests, parallel tests, regression tests, end-to-end tests, user tests, user acceptance tests, security tests, etc.

(a) The contractor shall, at a minimum, select appropriate system testing types for projects (e.g., unit testing, parallel testing, regression testing, end-to-end testing, integration testing, performance testing, load testing, functionality testing) to ensure the quality of releases. In addition, perform appropriate contractor testing to ensure the quality of the products turned over for User and PBGC QA testing (e.g., to minimize testing "builds"). The contractor may be required to use automated testing tools.

(b) Conduct impact assessment of their projects and coordinate with the appropriate groups, especially during testing.

(c) Provide a "production-ready" code base before the code is deployed in Integrated Testing Center (ITC)

(d) Produce an Implementation Plan to have the application migrated to the ITC.

(e) Coordinate migration of its software code to the ITC to perform testing required by the PBGC. The ITC facilities are designed to permit testing in a controlled environment that mirrors the PBGC production environment.

(f) Work with the ITC team to ensure that the facility, hardware and software are reserved for the project. The procedures for scheduling the ITC and for notifying PBGC of proposed application releases or modifications are via the Change Management capabilities contained in PBGC's Peregrine software and ITC's online reservation process.

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

(g) Support and assist application users in User Acceptance Testing applications and related systems 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, system documentation, and procedures.

(h) Coordinate with users for performing User Acceptance Testing and coordinate with production groups for migration of the applications to production. The contractor shall use automated testing tools such as WinRunner, TestDirector, and Load Runner. The contractor shall use PVCS Tracker for tracking and reporting bugs during testing.

(i) Develop testing artifacts such as test plan, test cases, test scripts, test scenarios and others as identified in SLCM.

(j) In addition, the contractor shall adhere to all OIT established and future QA processes. The contractor may be required to work with the COTR and the OIT QA team for performing Independent Validation and Verification (IV&V) testing.

(k) The contractor may propose additional QA processes, methods and standards, as long as they do not conflict with the current OIT processes, as approved by the COTR.

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. These include 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.

In addition, the contractor shall ensure that the application shall meet all relevant Federal internal control standards. For example, the 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 Coordination Unit (MCU) requirements and Enterprise Architecture Planning Committee requirements.

The contractor may 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.

Support for Corporate Information Technology Initiatives

The contractor shall be required, from time-to-time, to participate in corporate-wide IT initiatives. Recent examples of such initiatives include Oracle upgrade testing, infrastructure upgrade testing, Continuity of Operations (COOP) testing, Section 508 testing and EA group participation.

C.6 Management Oversight

The Contractor's Senior Executives shall attend Bi-Annual Technical Exchange Meetings with senior management and the COTR at PBGC. The meetings will include discussions about the upcoming projects, CIO vision, changes in PBGC's internal system lifecycle processes and procedures, organizational changes, any problems or issues with the task orders, and feedback from task order supported Department Directors.

C.7 SCOPE OF WORK

As stated in Section A.1. and B.1., this is an IDIQ contract that provides for the issuance of individual task orders. The task orders will define specific work activities and tasks to be performed. Activity areas covered by this contract and representative work tasks are as follows:

7.1 Solution Development, Modernization, and Enhancement (DME) Support Services

7.1.2. Software Engineering Support

The Contractor shall provide any and all phases of software implementation including deployment to ensure PBGC applications and databases will enable their users to meet their mission goals and objectives. These efforts include the full range of software design, development, implementation and integration, including, but not limited to, development, requirements definition and analysis, systems design, coding and testing, preparation for deployment, data conversion, integration, and software application maintenance.

7.1.3. Infrastructure Engineering Support

The Contractor shall provide any and all phases of system design and development through deployment to ensure PBGC IT solutions will enable their users to meet their mission goals and objectives. These efforts include the full range of infrastructure engineering design, development, and integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design and development, testing, integration, and deployment.

For each system or solution developed, the contractor must identify critical configuration items and service components and map them to the developed service or solution, and establish a performance standard model for purpose of an end-to-end performance monitoring and reporting including a network diagram that represents this end-to-end relationship.

7.1.4 Activity areas for both Software Engineering and Infrastructure Engineering covered by this contract and representative of work tasks are as follow:

A. Requirements:

- Document the current and proposed business processes and analyze the difference between the two
- Identify, analyze, specify and document the business, operational, and security requirements of the project so that the solution meets PBGC's business needs
- Set up the Common Development Environment—Team Specific (CDE-T environment) to meet the requirements necessary to support the deployment of the solution
- Deploy and configure the Solution in the CDE-T environment
- Review and analyze the current solution features and specifications to determine what changes, if any, are needed to accommodate the new requirements
- Identify documents for the business processes that will drive the requirements
- Elicit, analyze and document the business needs and the requirements to satisfy the business needs
- Develop the system security plan which documents how the project will comply with the PBGC Information System Security requirements
- Develop the configuration management plan to manage the configuration items produced during the project life cycle

B. Design

- Develop design documents which includes the detailed functional, technical, architectural, and security specifications for the software solution
- Develop test plan and test scripts, scenarios, use cases
- Develop training plans, which describe how training for the software solution will be addressed and is needed to ensure that training is factored into the project schedule, that adequate resources are available for this activity to ensure all training needs are addressed and to ensure that training adheres to any PBGC training standards
- Complete development of the Solution Environment Plan

C. Construction

SECTION C
SUPPLIES OR SERVICES AND PRICES/COSTS

- Develop the software solution to meet the specified requirements according to the Approved Requirements Document and Approved Design Document
- Finalize test plans
- Finalize test scripts, scenarios, and cases
- Finalize the Requirements Traceability Matrix (RTM)
- Develop deployment guides
- Design and develop training materials and on-line help/user manuals

D. Test

- Develop IT operations and support manuals
- Conduct testing (Common Development Environment—Integrated (CDE-I)—validate that the software solution modules and components will work as expected with other modules, components, systems, applications an in the expected environment
- Conduct testing/verification (ITC)—validate the software solution as a whole meets the functional and operational requirements and meets user expectations
- Finalize system security plans with results from the Certification and Accreditation test
- Finalize training materials and on-line help/user manuals
- Conduct training
- Develop training assessment reports

E. Deployment

- Deploy the Approved software solution into the production environments
- Transition Approved software solution to OIT solutions operations and maintenance (SO&M)
- Complete and deliver software operations and support manuals to deployment team
- Conduct final security certification and accreditation
- Prepare post deployment review results and capture for use in the project lessons learned

7.2 Steady State/Operations and Maintenance

7.2.1 Software Engineering Services ONLY:

The contractor will be responsible for making a change or group of changes to software engineering solutions that already exist in production, to enable them to operate according to the most recent set of approved requirements, without changing functionality, features or capabilities. These requests typically result from defect/bug fixes, minor adjustments due to infrastructure changes, vendor patches/service pack releases, and minor version upgrades, but are not emergency/urgent, allowing for planned activities. Typical activities include problem management, incident management, change management, configuration management, availability management, service level management, financial management, and security re-certifications and accreditations.

SECTION D
PACKAGING AND MARKING

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)

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

(Reference)

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.

F.1 52.242-15 I Stop-Work Order (AUG 1989)--ALTERNATE I (APR 1984)
(Reference)

F.2 Period of Performance

This contract is comprised of one (1) base period and four (4) option periods. It shall be effective on the date of the cognizant Contracting Officer's signature, unless otherwise so noted. More specifically, the Contract's Period-of-Performance shall subscribe to the following schedule:

<u>Period/Option Period</u>		<u>Period-of-Performance</u>
Base Period		Date of award mm/dd/2008 through 12 months 2009
Option Year	1	mm/dd/2009 through 2010
Option Year	2	mm/dd/2010 through 2011
Option Year	3	mm/dd/2011 through 2012
Option Year	4	mm/dd/2012 through 2013

F.3 Task Orders

Task orders will be placed during the period of performance of the contract. The Contractor shall perform the stated services as issued in each task order, and within the Task Order Period of Performance. Issued Task Orders will typically be for 12 months, but could be less if so required. Issued Task Orders may provide for 2 Option periods as an incentive.

F.4 Place of Performance

All work required under this contract, and its issued Task Order's shall be performed at PBGC facilities Washington, DC, unless otherwise stated in the individual Task Order. The Contractor may be able to work part time off site with prior approval from both the Contracting Officers Technical Representative (COTR) and Government Technical Monitor (GTM).

F.5 Place of Delivery

All contract deliverables must be delivered to the Contracting Officers Technical Representative (COTR), and/or Technical Monitor as defined in the PWS of the IDIQ Contract (See Section G for address). Task Order deliverables will be identified in each individual Task Order.

F.6 Contract Type

This is an Indefinite Delivery Indefinite/Quantity (IDIQ) contract, and provides for Task Orders to be issued on a Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), Cost Plus Award Fee (CPAF). The issued Task Orders may include incentives. (See Section I, 52.216-22)

F.7 52.217-9 Option To Extend The Term Of The Contract (OCT 2004)

(a) The Government may extend the term of this contract by written notice to the Contractor, provided that the Government gives the Contractor a notice of its intent before the end of the period of performance. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract must be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed sixty (60) months

SECTION G
CONTRACT ADMINISTRATION

G.1 PBGC-32-003 Submission of Invoices (Firm Fixed Price and Cost Reimbursement) (Jan 2006)

For each issued Task Order, 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 inquires 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: * COTR *
1200 K STREET, NW (STE *)
WASHINGTON, DC 20005-4026

* To be inserted at time of contract award.

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) The invoice shall include a description of expenses for the billing period and also track expenses cumulatively for the Government's fiscal year-to-date.
- (f) In addition to the specific requirements of FAR 52.216-7, list labor hours by personnel, and the salary information for person billed.
- (g) Upon request from the COTR, copies of receipts or bills and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement.

G.2 PBGC-42-001 Contracting Officer's Technical Representative (Oct 2004)

(a) The Contracting Officer's Technical Representative (COTR) is TBD who may be reached at TBD. 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:

- (1) Technical matters not involving a change in scope, price, terms and conditions of the contract
- (2) Progress reports
- (3) Inspection and acceptance of services and deliverable products and
- (4) Invoices.

SECTION G
CONTRACT ADMINISTRATION

(b) 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.

* To be inserted at time of contract award.

G.4 Government Technical Monitors (GTMs)

Government Technical Monitors (GTMs) may be assigned as designated representatives of the COTR. The individuals will be chosen for their specific expertise for specific task areas and are a part of the PBGC team that will monitor contractor performance. The COTR may assign certain responsibilities (but does not delegate contractual authority) to a Monitor so that the Monitor can provide the contractor with technical direction on a specific task. Contract Monitors shall be appointed in writing following award of the contract. The appointment will further indicate specific duties to be performed.

G.5 Ordering Procedures

(a) All contractors awarded a contract will be given a fair opportunity to compete against all Task Orders exceeding \$3,000 unless one of the exceptions to FAR 16.505(B)(2) applies as follows:

Conditions for exception to the fair opportunity requirement for Task Order issuance under the ID/IQ contract include:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(b) The following individuals and activities are authorized to issue delivery orders or task orders hereunder: Robert Price and Morris McIlwain.

(c) IAW FAR 16.505(B)(5), Task Order Ombudsman, the head of the agency shall designate a task order and delivery order ombudsman who must be responsible for reviewing complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract. The Ombudsman is Mr. Morris McIlwain.

(d) Issued Task Orders (TO) will be Performance Based. The TO Performance Work Statement PWS developed by the government will define the effort to be performed and will be in scope of this Contract. The TO statement will include relevant background information, task objective, description of the work, delivery and performance schedule, and place of performance. Any special requirements, government furnished materials, and travel will be identified. The estimated level of effort may be disclosed. The contractor will be required to submit technical and cost proposals by the date required by the government. The due date will ordinarily be 7 days from date of request, and can vary depending on the circumstance of each Task Order. The complexity and cost/price of the Task Order will determine the technical and cost proposal submission, and can be written or by oral presentation. Electronic transmittal of Task Order requests, and submissions, or other forms of communications may be used.

(e) Technical proposals submitted will include offeror's understanding of the work, a detailed work plan, proposed delivery schedule, and any special assumptions. A breakout of hours by labor category must be included, and resumes of personnel performing under the task order submission.

SECTION G
CONTRACT ADMINISTRATION

(f) Cost/price proposals must be submitted for each task order request, and must be in sufficient detail to facilitate an audit if deemed necessary. The cost/price proposal must include the following information:

- (1) Rates for each category
- (2) Total number of hours required per labor category; and
- (3) Any other direct costs, broken out by element
- (4) Direct and Indirect rates for Cost Type Task Orders
- (5) Fee or Profit
- (6) Award Fee will be Determined in individual Task Orders

(g) Proposals will be evaluated using criteria established in the Task Order.

G.6 PBGC-04-001 Final Payment (OCT 2004)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under Assignment of Claims Act of 1940, as amended (31 U.S. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

G.7 PBGC-42-002 Observance Of Legal Holidays (OCT 2004)

The Contractor must 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 must 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 must 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.

G.8 Contract Administration

The must designate below the person(s) the Government may contact for prompt action on matters pertaining to administration of the IDIQ.

PRIMARY:

Name:
Telephone:
Facsimile:
Email:

Alternate:

Name:
Telephone:
Facsimile:
Email:

H.1 FAR 52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

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

H.2 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.3 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 private 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;

**SECTION H
SPECIAL CONTRACT CLAUSES**

- (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 to confidential information, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except on a need-to-know basis to 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.4 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 (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 its 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.

SECTION H
SPECIAL CONTRACT CLAUSES

(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 protected, confidential, or privileged 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 with a copy provided to the Contracting Officer, and shall include a full description of the requested

SECTION H
SPECIAL CONTRACT CLAUSES

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.5 PBGC-03-003 Suitability Determination Requirements (Sep 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.6 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.

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,

SECTION H
SPECIAL CONTRACT CLAUSES

- 3) National Institute of Standards and Technology Federal Information Processing Standards and PBGC implementation of Security Guidelines (800 Series), (See 4a -- 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
- 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.
- 3) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

H.8 PBGC-09-001 Restriction 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

SECTION H
SPECIAL CONTRACT CLAUSES

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 and its employees and subcontractors are bound by Section (m) of the Privacy Act, 5 U.S.C. Sec. 552a(m) and as such are considered under the Act and for purposes of this contract to be employees of the agency. Accordingly, the Contractor and 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 2, 3 and 4 of this paragraph 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 H.7(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 H.7(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 paragraph H.7 against any and all subcontractors under this contract.

H.9 PBGC-23-001 Smoking Policy (Oct 2004)

Smoking is prohibited inside all office space leased by PBGC.

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-37-001 Key Personnel

The Contractor shall provide a staffing plan identifying their key personnel who will be held responsible for the ongoing operation of the IDIQ Contracts to ensure consistent management control and direction for the duration of the contract. As well, under a Request for Task Order Proposal, Key Personnel must be identified for the Task Order Performance.

a. For the IDIQ Contract Key Personnel:

Those individuals are: *

*To be inserted at time of contract

b. For Task Order Key Personnel: Must be identified in the Task Order Proposal(s).

The personnel specified in the staffing plan as key personnel for the IDIQ Contract and each individual Task Order is essential to the work being performed. These key personnel shall NOT be reassigned or diverted without the written consent of the Contracting Officer. Prior to removing any of the specified individual(s) from performance of this contract, the Contractor shall provide 30 calendar days advance notification to the Contracting Officer and shall submit justification (including resumes for proposed substitution(s) in sufficient detail to permit evaluation of the impact on the Program.

H.12 PBGC-39-001 Electronic and Information Technology (Oct 2004)

All electronic and information technology (EIT) procured through this Statement of Work/Specification must 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/sec508/508standards.htm>.

H.13 PBGC-39-002 Information Technology Solutions Life Cycle Methodology (ITSLCM) (Apr 2007)

As stated in the PBGC's [ITSLCM Order \(IM 05-07\)](#), the PBGC requires that all federal and contract employees adhere to the [Information Technology Solutions Life Cycle Methodology](#) (ITSLCM) for delivering and managing the delivery of new and existing Information Technology (IT) solutions. The Contractor shall read and adhere to the ITSLCM Order and the ITSLCM. The Contractor shall request ITSLCM training through the designated COTR and/or Federal Project Manager. The Contractor shall work with their COTR and/or designated Federal Project Manager to tailor the ITSLCM for their IT Projects. The Contractor is required to utilize the Process Assets Library to access the latest version of the ITSLCM and its supporting documents. The Contractor shall plan, manage, track and report IT project (including Earned Value) and operations data, for all worked performed on the IT contract, in Primavera as PBGC's primary IT project management system of record (unless a different tool is approved by OIT). PBGC shall use Primavera as the primary source to verify the accuracy of vendor's invoices. A copy of the ITSLCM Order and the ITSLCM is viewable on the [PBGC's Web Site under Procurement Opportunities](#).

H.14 Earned Value Management System (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall:

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at:

- (1) Exercise of significant options; or
- (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

Identify Subcontractors:_____

H.15 Personal Conflicts of Interest

The Contractor shall identify and disclose to the PBGC Personal Conflict of Interest (PICS) Coordinator, any employees associated with a PBGC trusted plan, or have a close relative who is associated with a PBGC trusted plan. A close relative is defined as parents, spouse, siblings, and children. When a conflict of interest is identified, the Contractor will take action to secure and restrict the pertinent information.

H.16 PBGC-45-001 Government Furnished Information, Assistance and/or Equipment (OCT 2004)

a. The Pension Benefit Guaranty Corporation (PBGC) will furnish an initial briefing to appropriate contractor personnel in order to provide background on corporation policies and procedures. The briefing will be conducted by qualified PBGC staff members who will also be available to the contractor on an ongoing basis

SECTION H
SPECIAL CONTRACT CLAUSES

for consultation and guidance as needed. The initial briefing will be held at TBD, Washington, DC. The briefing will be conducted within TBD days following contract award.

b. PBGC will furnish, at the COTR's discretion, and to the extent available, copies of regulations, procedures, policies, other materials, administrative support and/or equipment necessary for the contractor to perform the work required by this contract.

H.17 Audits by the PBGC

The PBGC shall conduct on a regular basis, audits of services performed under the contract. These audits are necessary for the PBGC to obtain reasonable assurance that PBGC policies are being followed and internal controls are in place and are functioning. The PBGC audits may be conducted on an unannounced basis with no prior information to the contractor.

H.18 PBGC-44-002 SUBCONTRACTING APPROVAL

In accordance with FAR Clause 52.244-2 Government notification and consent shall be required for subcontractors to begin performing under the contract. New subcontractors may only be approved by the Contracting Officer. The contractor must document that all required clauses have been flowed down and that if applicable, the contractor's subcontracting plan is being adhered to before any proposed subcontract will be approved.

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

www.arnet.gov/far

I.2 52.202-1 Definitions (July 2004)
(Reference 2.201)

I.3 52.203-3 Gratuities (Apr 1984)
(Reference 3.202)

I.4 52.203-5 Covenant Against Contingent Fees (Apr 1984)
(Reference 3.404)

I.5 52.203-6 Restrictions On Subcontractor Sales To The Government (Sep 2006)
(Reference 3.503-2)

I.6 52.203-7 Anti-Kickback Procedures (Jul 1995)
(Reference 3.502-3)

I.7 52.203-8 Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (Jan 1997)
(Reference 3.104-9)

I.8 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
(Reference 3.104-9)

I.9 52.203-12 Limitation On Payments To Influence Certain Federal Transactions (Sep 2005)(Reference 3.808)

I.10 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
(Reference 4.404)

I.11 52.204-4 Printed Or Copied Double-Sided On Recycled Paper (Aug 2000)
(Reference 4.303)

I.12 52.204-7 Central Contractor Registration (Jul 2006)
(Reference 4.1104)

I.13 52.209-6 Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Sep 2006)
(Reference 9.409)

I.14 52.215-2 Audit And Records--Negotiation (June 1999)
(Reference 15.209)

SECTION I
CONTRACT CLAUSES

- I.15 52.215-8 Order Of Precedence--Uniform Contract Format (Oct 1997)
(Reference 15.209)
- I.16 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Reference 15.408)
- I.17 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications
(Oct 1997) (Reference 15.408)
- I.18 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Reference 15.408)
- I.19 52.215-13 Subcontractor Cost or Pricing Data – Modifications (Oct 1997) (Reference 15.408)
- I.20 52.215-15 Pension Adjustments and Asset Reversions (Oct 2004)
(Reference 15.408)
- I.21 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(Reference 15.408)
- I.22 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than
Pensions (Jul 2005) (Reference 15.408)
- I.23 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(Reference 15.408)
- I.24 52.215-21 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data-
-Modifications (Oct 1997)
(Reference 15.408)
- I.25 52.216-8 Fixed Fee (Mar 1997) (Reference 16.307)
- I.26 52.219-4 Notice Of Price Evaluation Preference For Hubzone Small Business Concerns (Jul
2005)(Reference 19.1308)
[] Offeror elects to waive the evaluation preference.
- I.27 52.219-8 Utilization Of Small Business Concerns (May 2004)
(Reference 19.708)
- I.28 52.219-9 Small Business Subcontracting Plan (Sep 2006) (Alternate II)(Oct 2001)
(Reference 19.708)
- I.29 52.219-16 Liquidated Damages--Subcontracting Plan (Jan 1999)
(Reference 19.708)
- I.30 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)
- I.31 52.222-3 Convict Labor (Jun 2003)
(Reference 22.202)

**SECTION I
CONTRACT CLAUSES**

- I.32 52.222-21 Prohibition Of Segregated Facilities (Feb 1999)
(Reference 22.810)
- I.33 52.222-26 Equal Opportunity (Mar 2007)
(Reference 22.810)
- I.34 52.222-35 Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And
Other Eligible Veterans (Sep 2006)
(Reference 22.1308)
- I.35 52.222-36 Affirmative Action For Workers With Disabilities (Jun 1998)
(Reference 22.1408)
- I.36 52.222-37 Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And
Other Eligible Veterans (Sep 2006)
(Reference 2213.10)
- I.37 52.222-41 Service Contract Act of 1965, as Amended (Jul 2005)
(Reference 22.1006)
- I.38 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year
and Option Contracts)(Nov 2006)
(Reference 22.1006)
- I.39 52.222-50 Combating Trafficking in Persons (Apr 2006) (Reference 22.1705)
- I.40 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)
(Reference 23.1005)
- I.41 52.223-6 Drug-Free Workplace (May 2001)
(Reference 23.505)
- I.42 52.223-10 Waste Reduction Program (Aug 2000) (Reference 23.705)
- I.43 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
(Reference 23.907)
- I.44 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 24.104)
- I.45 52.224-2 PRIVACY ACT (APR 1984)
(Reference 24.104)
- I.46 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003)
(Reference 25.1103)
- I.47 52.225-13 Restrictions On Certain Foreign Purchases (Feb 2006)
(Reference 25.1103)
- I.48 52.227-1 Authorization And Consent (Jul 1995)
(Reference 27.201-2)

SECTION I
CONTRACT CLAUSES

- I.49 52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement (Aug 1996)(Reference 27.202-2)
- I.50 52.227-14 Rights In Data--General (Jun 1987)
(Reference 27.409)
- I.51 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 27.409)
- I.52 52.228-7 Insurance--Liability to Third Persons (Mar 1996)
(Reference 28.311)
- I.53 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (April 2003)
(Reference 29.401-3)
- I.54 52.230-2 Cost Accounting Standards (Apr 1998)
(Reference 30.201-4)
- I.55 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2000) (Reference 30.201-3)
- I.56 52.230-6 Administration Of Cost Accounting Standards (Apr 2005)
(Reference 30.201-4)
- I.57 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 32.111)
- I.58 52.232-17 Interest (June 1996)
(Reference 32.617)
- I.59 52.232-18 Availability of Funds (Apr 1984)
(Reference 32.705-1)
- I.60 52.232-22 Limitation of Funds (Apr 1984)
(Reference 32.705-2)
- I.61 52.232-23 Assignment Of Claims (Jan 1986)
(Reference 32.806)
- I.62 52.232-25 Prompt Payment (Oct 2003) (Alternate I, Feb 2002)
(Reference 32.908)
- I.63 52.232-33 Payment By Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
(Reference 32.1110)
- I.64 52.233-1 Disputes (Jul 2002)
(Reference 33.215)

SECTION I
CONTRACT CLAUSES

I.65 52.233-1 I Disputes (Jul 2002) (Alternate I, Dec 1991)
(Reference 33.215)

I.66 52.233-3 Protest After Award (Aug 1996) (Alternate I, Jun 1985)
(Reference 33.106)

I.67 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
(Reference 37.110)

I.68 52.237-3 Continuity Of Services (Jan 1991)
(Reference 37.110)

I.69 52.239-1 Privacy or Security Safeguards (Aug 1996)
(Reference 39.107)

I.70 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
(Reference 42.802)

I.71 52.242-2 Production Progress Reports (Apr 1991)
(Reference 42.1107)

I.72 52.242-3 Penalties for Unallowable Costs (May 2001)
(Reference 42.709-6)

I.73 52.242-4 Certification of Final Indirect Costs (Jan 1997)
(Reference 42.703)

I.74 52.242-13 Bankruptcy (Jul 1995)
(Reference 42.903)

I.75 52.243-1 Changes—Fixed-Price (Aug 1987) (Alternate I, Apr 1984)
(Reference 43.205)

I.76 52.243-2 Changes--Cost-Reimbursement (Aug 1987) (Alternate I, Apr 1984)
(Reference 43.205)

I.77 52.244-5 Competition in Subcontracting (Dec 1996)
(Reference 44.204)

I.78 52.244-6 Subcontracts for Commercial Items (Mar 2007)
(Reference 44.403)

**SECTION I
CONTRACT CLAUSES**

I.79 52.245-1 Property Records (Jun 2007)
(Reference 45.106)

I.80 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL,
OR LABOR-HOUR CONTRACTS) (JUNE 2003)
(Reference 45.106)

I.81 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)

I.82 52.249-2 Termination for the Convenience of the Government (Fixed-Price)
(Reference 49.504)

I.83 52.249-6 Termination (Cost-Reimbursement) (May 2004)
(Reference 49.503)

I.84 52.249-8 Default (Fixed-Price Supply and Service)
(Reference 49.504)

I.85 52.249-14 Excusable Delays (Apr 1984)(Reference 49.505)

I.86 52.253-1 Computer Generated Forms (Jan 1991)(Reference 53-111)

CLAUSES BY FULL TEXT

I.87 52.215-19 Notification Of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

SECTION I
CONTRACT CLAUSES

I.88 52.216-7 Allowable Cost and Payment (Dec 2002) (Reference 16.307)

(a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing offices receives a proper payment request....

I.89 52.216-18 ORDERING (OCT 1995)

(Reference 16.506)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months, or after the ending of the last period of performance.

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

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

I.90 52.216-19 ORDER LIMITATIONS (OCT 1995)

(Reference 16.506)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.91 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(Reference 16.506)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or

SECTION I
CONTRACT CLAUSES

services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the ending of the last period of performance.

I.92 52.216-27 Single or Multiple Awards (Oct 1995)
(Reference 16.506)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

I.93 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.94 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JULY 2005)
(Reference 19.1308)

(a) Definition. “HUBZone small business concern,” as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause [52.219-23](#)). Each applicable price

SECTION I
CONTRACT CLAUSES

evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.95 52.222-2 Payment for Overtime Premiums (Jul 1990) (Reference 22.103-5)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

SECTION I
CONTRACT CLAUSES

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.96 52.222-49 Service Contract Act – Place of Performance Unknown (May 1989) (Reference 22.1006)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Washington, DC and Metropolitan Area. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by August 15, 2008.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

Note: Regardless, it is the responsibility of the Contractor to pay the prevailing Labor Rates set forth by the Department Of Labor, with in the area of the place of performance of the issued task orders.

I.97 52.246-20 Warranty of Services (May 2001)
(Reference 46.710)

"(b) The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government."

SECTION J
LIST OF ATTACHMENTS

Attachment A:	OIT Organization Chart	Page 1 - 1
Attachment B:	Labor Categories	Pages 1 - 15
Attachment C:	Not Used.	Not Used
Attachment D:	Task Order 1 (Implement Storage)	Pages 1 - 18
Attachment E:	Wage Determination	1 - 10

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25 million.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.2 52.230-1 Cost Accounting Standards Notices And Certification (June 2000)

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 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:

PBGC01-RP-08-0020

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

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 subparagraph (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

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

K.3 52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

_____ Yes
_____ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM--POST AWARD IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall:

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

K.5 52.227-15 REPRESENTATION AND 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.

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov>

L.2 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Reference)

L.3 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Reference)

L.4 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(Reference)

L.5 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.6 52.215-20 IV REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described in Section B.3.
- (c) Provide information described below: See Section L.13.

L.7 52.216-1 TYPE OF CONTRACT (APR 1984)

Indefinite Delivery/Indefinite Quantity (IDIQ), Multiple Award Contract(s).

L.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer located at Pension Benefit Guaranty Corporation, 1200K Street, NW, Suite 1090, Washington, DC 20005.

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

L.9 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: N/A

L.10 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 3 of SF33)
Closing Date: (See Block 9 of SF33)
1200 K STREET, NW
Mail Stop: Alley Entrance: Procurement
WASHINGTON, DC 20005-4026

b. Hand Carried Offers. Proposals which 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 FAR 52.215-1.

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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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.11 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 10a 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) Fax submissions of questions/inquiries will be allowed to fax number (202) 326-4162. Note that this number is provided for the transmission of inquiries only. 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 facsimile transmission number 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 COB September 15, 2008, to allow the PBGC an opportunity to respond. Any questions received after that may not be answered before the solicitation closing date.

L.12 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.

L.13 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 by having their written offer found to be satisfactory 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 by facsimile transmission and scheduled for their oral presentations as outlined herein.

Part I of the written technical proposal shall include only the offeror's past 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

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

personnel. In the event the resumes do not total 15 pages, offerors may add the remaining pages to their written technical proposal for past 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

Offerors proposal shall address the following in their written technical proposal.

(1) Past Performance. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) past performance and experience in performing Development, Modernization, and Enhancement (DME) for software and infrastructure engineering and Steady State (SS)/Operations & Maintenance (O&M) services for software, 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.

The offeror shall describe its capabilities, and those of joint venture partners, if any, to perform this work. Information of the offeror's size, experience, and resources available to enable the offeror to fulfill the requirements shall be provided. It shall include information on corporate facilities and equipment currently available for use. 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.

Note: Where an offeror is new to this marketplace and thus possesses no prior organizational past performance, the offeror's key personnel will be evaluated for past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(2) Key Personnel Resumes. 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. The term "personnel" shall 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. The government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

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, "Solicitation, Offer and Award." 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) The Offeror's Subcontracting Plan, if applicable. The Offeror's subcontracting plan should include the information described in FAR 52.219-9. The Subcontracting Plan requirement is applicable if Section I contains the clause FAR 52.219-8, Utilization of Small Business Concerns.
- (d) 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.
- (e) 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.
- (f) 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 nonresponsibility prior to award, or termination of the contract after award.
- (g) The Cost/Pricing section of the proposal shall consist of a completed Section J - Attachment B, "Schedule of Supplies/Services and Price/Cost" completed for the Base Year plus all four Option Periods. Failure to complete the entire Section J - Attachment B (Base, plus each option year) will indicate that the prices proposed for the Base year applies to all of the option years. Note: This section shall also contain the price proposal in response to Task Order 1 (Implement Storage) (See Section J - Attachment D).

L.14 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. Firms will be given approximately 2 weeks notice that they have been selected to present and the time of their presentation. It is anticipated that oral presentations will take place the week of December 8, 2008. The presentations will be videotaped. Presentations will be limited to no more than one hour. Special Note: The offeror must submit seven (7) paper copies of its PowerPoint presentation to PBGC in a sealed package upon notification by the Contracting Officer, and the notification will be expected generally one week before oral presentations. As well, the oral presentation must include the IDIQ Proposal, and the Task Order 1 Proposal. The Government may ask questions at the conclusion of the presentation, but the question period will not count against the time limit. The question and answer period will not exceed one hour. The oral presentation must be presented by the key personnel identified in the offeror's proposal. No one other than key personnel,

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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. Other than noted above, if a PowerPoint or other computer presentation is given, one copy of that presentation is to be provided to the Contracting Officer at the presentation. 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. 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. Questions and answers will be considered for evaluation purposes. The offeror's oral presentation will be evaluated in accordance with Section M.

Each offeror who has made an oral presentation will be requested to submit its final proposal for 1) the IDIQ Cost/Price as identified as Attachment B at Section J – List of Attachments, and 2) the Task Order 1 (Implement Storage) as identified in Section J – Attachment D, which will be limited to cost/price only, three days after the completion of oral presentations.

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. The technical factors one, two and three are in descending order of importance. The combined relative merit of the technical evaluation factors listed below 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 AWARD OF TASK ORDER

In addition to multiple awards of the basic IDIQ contracts resulting from this solicitation, PBGC anticipates awarding Task Order 1 (Implement Storage) as identified in Section J – Attachment D at time of award. This Task Order Proposal (Cost Plus Fixed Fee) will be part of the Oral Presentation, and will be evaluated separately. No Cost data information can be presented as part of the Oral Presentation.

PBGC will apply the following technical criteria (approximately equal in value) in evaluating proposals for this task order:

- Soundness of approach for accomplishing the work required by the task order.
- Qualifications and experience of key personnel who will be managing and performing the effort.
- Capabilities and experience for firm in conducting similar work on a similar scale.

The technical criteria are significantly more important than proposed cost. While the Cost 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.

M.3 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 offeror's past experience and resumes in accordance with the following criteria.

1. PAST PERFORMANCE

The offeror must provide evidence of past experience in accomplishing work in the last three years the same as, or substantially similar to, that required by the solicitation, including quality of products and services, cost control, timeliness of performance, business relations, and customer satisfaction. The offeror must provide references, including names and current telephone numbers of contact persons, to substantiate past experience. Include the dollar amount and length of contract for each contract referenced. The offeror must describe its capabilities, and those of its major subcontractors and/or joint venture partners, if any, to perform

SECTION M
EVALUATION FACTORS FOR AWARD

this work. Information on the offeror's size, experience, and resources available to enable the offeror to fulfill the requirements shall be provided. It shall include information on corporate facilities and equipment currently available for use. 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 past experience and expertise satisfy the oral presentation evaluation factors set forth in the solicitation below.

2. KEY PERSONNEL

The offeror will be evaluated on ability to provide qualified and experienced personnel to perform this contract. 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 the clause entitled "Key Personnel" in this solicitation at Section H for further definition). Include names of employers and dates of employment. The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

B. PHASE II - Oral Presentation Evaluation Factors

Oral presentations will be evaluated in accordance with the following evaluation factors.

1. TECHNICAL/MANAGEMENT APPROACH

The extent to which the offeror's proposal :

- Demonstrates knowledge and understanding of the work and its challenges and a viable approach to performing and managing the effort.
- Shows a thorough understanding of PBGC ITS LCM.
- Provides an approach for COTS versus custom implementation.
- Contains a response to the Sample Task Order Request for Proposals that demonstrates capability to address challenges of responding to specific requests for all services.
- Demonstrates the ability to monitor and report performance against all performance standards contained in the PWS individual task orders in a timely and accurate manner.
- Demonstrates ability to handle unanticipated changes in workload volume and address problem areas quickly and effectively.
- Demonstrates ability to monitor subcontract performance and resolve any performance issues related to subcontractor performance.
- Identifies project risks and cost-effective strategies for eliminating/mitigating them.
- Shows ability to implement quality assurance plans that meet or surpass industry standards.
- Shows ability to promote prompt, consistent and reliable communication between the contractor and PBGC staff.

2. EXPERIENCE AND QUALIFICATIONS OF PERSONNEL

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 of key personnel. All required personnel are identified. For all personnel not currently employed by the offeror, commitment letters are provided.

3. PAST PERFORMANCE

The extent to which the offeror provides evidence of past performance as measured by the following factors:

- 1) Quality of products and services as well as technical support provided, to include attitude and quality of personnel;
- 2) Cost control;

SECTION M
EVALUATION FACTORS FOR AWARD

- 3) Timeliness of performance;
- 4) Business relations, to include problem responsiveness; and,
- 5) Customer satisfaction.

Note: Where an offeror is new to this marketplace and thus possesses no prior organizational past performance, the offeror's key personnel will be evaluated for past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

M.4 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 applies to the IDIQ Cost/Price as identified as Attachment B at Section J – List of Attachments, and the combined totals for each period of performance will be assessed for overall cost/price. (See M.2 for Evaluation of Cost for Task Order 1 (Implement Storage) as identified in Section J – Attachment D.

M.5 PBGC-15-011 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.

M.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(Reference)