

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)			RATING		PAGE 1 OF 103 PAGES			
2. CONTRACT NUMBER			3. SOLICITATION NUMBER 16PBGC19R0003		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER RQ-51-18-000350 RQ-51-18-000350		
7. ISSUED BY PENSION BENEFIT GUARANTY CORP PROCUREMENT DEPARTMENT 1225 I STREET NW WASHINGTON DC 20005-4026			CODE PD		8. ADDRESS OFFER TO (If other than Item 7)						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 3:00 PM ET local time JAN 04, 2019 (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL		A. NAME Mark Miller			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.			C. E-MAIL ADDRESS miller.mark@pbgc.gov			
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OFFER											
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 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 NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE				18. OFFER DATE			
AREA CODE		NUMBER		EXT.							
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. 3304(a)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTERED BY (If other than Item 7)						25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER(Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)											

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STANDARD FORM 33 (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Pension Benefit Guaranty Corporation (PBGC) Request for Proposal (RFP) 16PBGC-19-R-0003 Title: Enterprise Business Technology Services (EBTS) This solicitation will establish an Indefinite Delivery Indefinite Quantity (IDIQ) contracts for Enterprise Business Technology Services (EBTS). TASK ORDERS WILL BE ISSUED AS A RESULT OF THE AWARDED IDIQ. PBGC POINT OF CONTACTS: Patrick McFarlane, Contracting Officer McFarlane.Patrick@pbgc.gov Mark Miller, Contract Specialist Miller.Mark@pbgc.gov and Dan Swart, Sr. Contract Specialist Swart.Dan@pbgc.gov RESPONISES ARE DUE NLT January 4, 2019 BY 3:00 PM EST. QUESTIONS ARE DUE NLT December 3, 2018, 2018 BY 9:00 AM EST. The Contractor must have an active registration in the System for Awards Management (SAMS) database. The Contract Line Item Number (CLIN) Below is used for PBGC Internal funding purposes Only. The official CLIN schedule for the Base and each Option Period follows in Section B (Services and Price/Cost). The Contractor shall invoice in accordance with the official CLIN Schedule and Clauses for the Base and each Option Period in the Contract. See Invoices Clauses (PBGC 52.232-7000, PBGC 52.232-7001 and PBGC 52.232-7003) Base Year The Contractor shall provide the Personnel and Services necessary to perform the effort described in Section (C) Performance Work Statement (PWS) for the task. The total period of performance is One (1) twelve (12) month base Year and Nine (9) Twelve (12) Month Option Years. Period of Performance: 07/16/2019 to 07/15/2020	0.00	EA		

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Section B. Supplies or Services and Prices/Costs

B.1 Brief Description of Services

The primary goal of this performance-based contract is to acquire maintenance, enhancement and operations services as well as modernization services.

PBGC intends to establish one single-award Indefinite-Delivery Indefinite-Quantity (IDIQ) contract for Enterprise Business Technology Services (EBTS).

Specific requirements are defined in Section C, Performance Work Statement (PWS) and will be further identified and defined at the task order level.

B.2 Type of Contract

The contract will be Indefinite Delivery Indefinite Quantity (IDIQ) subject to task order assignments. Task orders may be issued using Fixed Price, Labor Hour, Cost-Reimbursement, Incentive or a hybrid of these types of contracts. Task Orders may include option periods as defined in FAR Part 17. Specific tasks and/or work to be performed, will be detailed in, and solicited by, individual task orders issued under this IDIQ contract.

B.3 Determination of Order Type

Each Request for Task Order Proposal (RFTOP) will state the type of contract deemed appropriate by PBGC for the resultant task order.

The Contracting Officer will determine task order type on a case-by-case basis. Services will be defined and priced through individual task orders.

B.4 Minimum and Maximum Quantities

During the contract period of performance (including any options exercised), PBGC shall place orders with the IDIQ contractor totaling a minimum of \$1,000,000.00 over the life of the contract (including any options exercised).

Base Year:	\$ TBD AT THE TIME OF AWARD
Option Year 1:	\$ TBD AT THE TIME OF AWARD
Option Year 2:	\$ TBD AT THE TIME OF AWARD
Option Year 3:	\$ TBD AT THE TIME OF AWARD
Option Year 4:	\$ TBD AT THE TIME OF AWARD
Option Year 5:	\$ TBD AT THE TIME OF AWARD
Option Year 6:	\$ TBD AT THE TIME OF AWARD
Option Year 7:	\$ TBD AT THE TIME OF AWARD
Option Year 8:	\$ TBD AT THE TIME OF AWARD
Option Year 9:	\$ TBD AT THE TIME OF AWARD

The maximum IDIQ amount (the maximum ceiling) shall not exceed \$100,000,000.00 over the life of the contract and applies to the aggregate value of all the task orders. The award of this Indefinite Delivery/Indefinite Quantity (IDIQ) Contract 16PBGC-TBD is unfunded. The individual Task Orders issued under the IDIQ will be funded and will provide accounting and appropriation data. The Government's only Obligation is \$1,000,000.00 to the awardee during the first year of the contract.

B.5 IDIQ Pricing Schedule:

The Contract Line Item Number (CLIN) structure provided in Attachment B.5, EBTS IDIQ Price Schedule, establishes CLINs for the contract type/pricing methods available for use under this contract.

The Contractor shall use the labor categories, fixed hourly rates for the Base and Option Periods and the contract line item numbers (CLINs) in Attachment B.5 to develop the task order business/price proposals.

FFP task orders will use the labor rates in the IDIQ Pricing Schedule (Attachment B.5) in developing the labor price build up for the task order. The contractor is encouraged to propose lower rates at the task order level considering staffing and system efficiencies that are anticipated to occur in the option years.

For task orders designated as cost reimbursement, the Contractor shall propose a total cost estimate using labor categories and loaded labor rates agreed to in the contract, estimated hours and other direct costs on an actual cost basis. Payment however will be in accordance with the applicable payment clause.

For task orders designated as Labor Hour, the Contractor shall propose a total cost estimate using labor categories and loaded labor rates agreed to in the contract with estimated total hours for each labor category.

Travel and per diem costs are reimbursable under the applicable CLIN for EBTS.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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1. Introduction

The Employee Retirement Income Security Act of 1974 (ERISA) established Pension Benefit Guaranty Corporation (PBGC) as a federal Corporation to encourage the growth of defined benefit pension plans, provide timely and uninterrupted payment of pension benefits and keep pension insurance premiums at a minimum. PBGC protects the pensions of nearly 40 million workers and retirees in more than 24,000 private defined benefit pension plans. PBGC administers two insurance programs: Single-employer plans (protects 30 million workers in 22,500 plans) and Multi-employer plans. More information about PBGC and organizational structure can be found at: <http://www.pbgc.gov/>. Also, see [www.pbgc.gov/about/who-we-are/pg/executive staff](http://www.pbgc.gov/about/who-we-are/pg/executive%20staff) and www.pbgc.gov/about/who-we-are/pbgc-departments.

The mission of the Office of Information Technology (OIT), led by the Chief Information Officer, is to provide Information Technology (IT) leadership that advances the PBGC mission, improves management effectiveness, and delivers superior results to the Corporation employees and U.S. citizens. OIT accomplishes its mission through its four major offices:

- Enterprise Cybersecurity Division (ECD) focuses on Cybersecurity policy and oversight with partnership with the Privacy Office;
- Enterprise Governance Department (EGD) establishes the CIO's governance functions such as the IT Strategic Plan, Enterprise Architecture and IT Capital Planning programs and leads governance boards such as the IT Portfolio Review Board and Technical Review Board;
- IT Infrastructure Operations Department (ITIOD) focuses on providing common office productivity tools for the Corporation, such as desktops, laptops, mobile devices, Office 365, database platforms, dev/test environments, development tools, production environments, COOP, security operations, network services, etc.;
- Business Innovation Services Department (BISD) focuses on providing IT program, project, and contract management for all PBGC's business systems and a Program Management Office (PMO) to ensure IT programs and projects are managed with best practices and disciplined approaches. IT program managers also serve as division managers of BISD's four service delivery divisions: Financial Management Services Division (FMSD), Participant Management Services Division (PMSD), Corporate Management Services Division (CMSD), and Shared Business Services Division (SBSD). The COR for this contract is in PMSD.

IT systems within BISD-managed IT programs are primarily funded by business-area departments (also referred to as stakeholders in this document). BISD's IT program managers work shoulder-to-shoulder in partnership with counterpart business-area business program managers. Together, the program managers lead Integrated Program Teams (IPgT) in managing the full life cycle of IT programs. The IPgTs include participation from project managers, Cybersecurity, Privacy, IT Infrastructure, EA, etc. Similarly, IT systems and projects within the IT programs are overseen by IT project managers who work shoulder-to-shoulder in partnership with counterpart business-area business project managers. The project managers lead Integrated Project Teams (IPTs) in managing the full life cycle of IT systems and implementation of IT projects within the program. Formal and informal mechanisms such as Change Control Boards

are in place to collectively manage priorities of system improvements. CIO-CXO briefings (monthly or quarterly) inform executives of the status of systems, risks and issues.

Supporting the IT programs is BISD's Program Management Office (PMO). As one-stop-shop, the PMO provides its services across key perspectives:

- **People:** sound guidance, expertise, outreach, and education
- **Process:** proven PMI® practices and maintaining PBGC's IT Solutions Life Cycle (ITSLCM) which provides the overarching framework for implementing IT at PBGC
- **Technology:** "P3M", PBGC's Microsoft Project Online and SharePoint IT solution utilized by the IT program and project management community.

The PMO leverages these perspectives in maturing both program and project management and solutions implementation approaches such as Agile, iterative, etc. All IT programs and projects adhere to the ITSLCM. IT program and project management and PBGC's ITSLCM are included in PBGC Directive IM-05-07 which provides the policies, roles and responsibilities for IT practitioners. Both the ITSLCM and the IT Management Directive are a part of this contract and available on www.pbgc.gov <https://www.pbgc.gov/about/procurement>

With this contract, BISD expects that the contractor's project managers will join the IT and business project managers team, while the contractor's program manager and corporate executives will function with the IT and business program managers team. This 3-way partnership (business, BISD and contractor) will lead to successful implementation and overall management of IT systems.

2. IT Environment and Unique Requirements

The IT environment description represents the current systems/applications and key PBGC stakeholders and is provided to aid in understanding the environment. The PBGC IT environment continually evolves and will continue to do so over the duration of this contract. The contractor shall evolve its services and staff to meet PBGC ongoing needs. This evolution is considered in scope of this contract.

Under Office of Management and Budget (OMB)'s vision to mature the concepts of shared services, the OIT, BISD Shared Business Services Division (SBSD) was established in 2014 to manage shared services across multiple internal PBGC business areas. The Shared Business Service (SBS) Program consolidates the management of systems that are shared across the corporation with a vision to reduce PBGC's overall business IT footprint, improving efficiency, controlling costs, and utilizing best practices. SBS is defined as capabilities owned by a business that serve or can be expanded to serve the needs of more than one business unit. These capabilities typically perform a transactional or administrative task that can be utilized across business units and would benefit from centralized control to reduce redundancy and/or improve efficiency (e.g., managing requirements, reporting, security, etc.).

Capabilities that do not directly support PBGC's core business functions, such as enterprise infrastructure capabilities (e.g., email, network, O365, telephony, etc.), are considered office automation and not part of SBS or this EBTS contract.

IT services for the SBS program that supports the collection of systems/technologies tools will be covered under the EBTS contract. In addition, the EBTS contract will support the maturity of the PBGC's SBS program, such as establishing cross-organizational CCBs, cost/funding model, sponsorship, system ownership, etc. Current systems/applications include: Customer Communication, Document Management, Case Management, Address Validation/Verification, and Business Intelligence (e.g., Tableau). These systems support all three PBGC strategic goals through multiple business areas: Office of Benefit Administration (OBA), Financial Operations Department (FOD), and Office of Negotiations and Restructuring (ONR). The IT and business program managers meet monthly with these department heads (Sponsors) to review status of all SBS Program activities. Currently, the IT and business program managers coordinate input into the appropriate briefings with Chief Information Officer (CIO) and business partners (e.g., Chief of Benefits Administration (CBA), Chief of Negotiations and Restructuring (CNR), or Chief Financial Officer (CFO)) to review and update program level risks and issues, schedule impacts, ongoing work status and other program level activities as needed. Integrated Project Team (IPT) meetings are scheduled as needed. The IT and business project managers report on individual IT efforts throughout the SBS Program, and provide status updates, risk or issues on a weekly basis to the BISD and business program managers.

Refer to Attachment C.2 for additional information on EBTS environment and requirements

3. Goals and Objective

PBGC's BISD currently manages several contracts and task orders that provide critical engineering and operational support for over 20 systems (ranging around 50 applications). This has created a plethora of challenges that have impacted BISD's ability to manage its IT contracts portfolio from the standpoint of both cost and performance effectiveness. To wit:

- Unwarranted price escalation: Historically, contracts have been let for a five-year performance period. These contracts have had yearly price escalations. However, while pricing has increased with each option period, the service levels provided have, at best, remained the same. Thus, rather than contract for efficiencies and effectiveness that improve over the period of performance with a corresponding decrease in contract costs, PBGC has paid more for the same service.
- Duplicative efforts and costs: Historically, each PBGC information system is supported by an individual contract. Multiple vendors hinder the ability to streamline the O&M processes (e.g. manage and coordinate system patches) which affect other systems and subsystems. Multiple contracts require multiple CORs to oversee contractor performance, increasing the workload of BISD personnel. Multiple contracts have multiple program and project managers thus duplicating costs and exasperating communications, synergies and effectiveness.
- Contractor stovepipe behavior: Historically, some contractors have held more than one contract. However, they have operated and acted like separate organization under each contract. The overhead functions, such as program, quality and operations management are not shared. This has resulted in BISD's inability to capitalize on shared resources from economies of scale. Approaches, standardization, and best practices are not shared within or across a contractor's set of teams/contracts.
- Communication challenges: Historically, communication with multiple contractors about issues affecting multiple systems to generate compatible solutions is cumbersome.
- Integrator finger pointing: The company that enhances one application has not always been the company that enhances another application closely linked to the former. This has led to conflict and finger pointing between the two companies when issues arise.
- Contractors are not incentivized to suggest innovative ideas or emerging technologies: Contractors are complacent and lack innovative ideas to improve the systems.

PBGC has shaped this new requirement so that one contractor is responsible for enhancement, operations, maintenance and potentially modernization efforts for a group of related application systems. This synergistic approach to managing multiple systems will promote the sharing of best practices, lessons learned and team communication to increase efficiencies and management effectiveness as well as anticipated system efficiencies, which should correlate to reduced costs to PBGC. Moreover, this restructuring will allow BISD to better review and manage its portfolio from a performance, program management, and financial perspective. Rigorous performance standards have been put in this new contract to ensure the highest service levels are achieved. PBGC's restructuring of the contract with a ten-year performance period allows the opportunity for the development of a PBGC-centric expertise through long-term relationship building.

PBGC seeks a vendor partnership that can resolve these aforementioned historical challenges and who will meet PBGC's goals and objectives.

The goals and objectives of each contract is to achieve:

- Fair and effect cost management
- Efficient and streamlined operations by Contractor and BISD
- Efficiencies, best practices and innovation in PBGC IT systems
- Streamlined and effective communication
- Inherent risks that are managed, mitigated and minimized
- Collaboration within and across contractors and PBGC
- Synergies, efficiencies and best practices across project, IDIQ contract task orders and contracts

These goals and objectives are supported by the contract requirements and corresponding performance standards.

4. Scope

BISD identifies Development, Modernization and Enhancement (DME), Operations and Maintenance (O&M) and Disposition as six distinct activities, both in terms of the function provided and the financing mechanism that allows each type of project to precede.

- Development includes completely new initiatives, rarely undertaken by BISD because of its consistent mission. Development requires substantial funding, Office of Management and Budget (OMB) approval and a longer-term (more than 12 months) effort. Development efforts are not needed and are not in the scope of this contract.
- Modernization initiatives add new functions/features and are limited to the need to change obsolete technology. It also requires substantial funding, Office of Management and Budget (OMB) approval and a longer-term (more than 12 months) effort. Funding priorities, primarily, prevent these from being undertaken on a regular basis; however, there is the potential need for this support to the organization.
- Enhancement is the process used by BISD to add/modify features to existing systems in support of better business operations for users.
- Operations encompasses service desk tickets response and maintaining uptime to ensure the system is available and functioning for the user community. The majority of BISD-managed systems sit on PBGC's IT Infrastructure. The IT Infrastructure Operations Department (ITIOD) (with a different set of contractor teams than BISD's business applications team) has the primary Operations responsibility but relies on BISD contractors for Tier 3 support. Thus, the level-of-effort for BISD's Operations support can vary based on unknown variables driven by IT Infrastructure Operations and its contractor support.
- Maintenance services provide for the ongoing needs of the current systems (vendor versions and upgrades, bug fixes) the needs of which fluctuate over time based on events impacting infrastructure, application patches, etc. This represents an unknown level of effort because the product vendors drive these timelines; Maintenance is often undertaken in combination with Enhancements for efficiency purposes.
- Disposition provides for a planned approach to close or terminate an IT program or solution once it has reached the end of its useful lifecycle while ensuring that vital information is preserved for future restoration and/or reactivation, if necessary. Disposition activities include destroying, recycling, or repurposing IT solutions.

The IT support services required by this contract are guided by PBGC's IT Solutions Lifecycle Management (ITSLCM) framework from conception to decommission and are defined for the purposes of this solicitation as the set of activities related to Planning, Execution (of maintenance, enhancement and modernization activities), and Operations and Disposition of specified PBGC applications and/or the integration with other systems.

The contractor shall follow and comply with the ITSLCM framework as it evolves over the life of this contract.

The scope of work for the awarded contract includes:

- 4.1 Program and Project Management Support
- 4.2 IT Solutions Lifecycle Systems Engineering Services
 - 4.2.1 Planning Services
 - 4.2.2 Execution Services: Maintenance, Enhancement, Modernization
 - 4.3.3 Operations and Disposition Services
- 4.3 Professional Advisory/Consulting Services

This contact scope primarily requires Maintenance, Enhancements, and Operations and Disposition services. Activities that may be undertaken as the need arises include Modernization, Planning Services, and Professional Advisory/Consulting services.

This contract is intended to be 10 years in duration. Thus, PBGC systems, applications, COTS products, etc. are expected to evolve and change during the life of the contract; these changes are considered in-scope.

4.1 Program and Project Management Support

4.1.1 Program Management Support

The Contractor's program manager (PgM) shall provide overarching management, direction, administration, quality assurance, and leadership of all task orders issued under this contract. The Contractor shall maintain the progress and productive mutual interaction of various parties in such a way that overall risk of program and project failure is reduced. The Contractor shall have the ability to adapt to the various internal procedures, and to form close links with the nominated PBGC representatives to ensure that the key issues of cost, time, quality, and client satisfaction can be realized. The Contractor shall:

- A. Develop and deliver a program management plan that defines how the program manager will accomplish the tasks identified in this section.
- B. Ensure consistent practices and coordination among task orders and work being conducted within a task order. This includes management and oversight of all project management plans, configuration management plans, and other project, system-level or subsidiary planning.
- C. Coordinate activities across systems within and among awarded task orders (e.g. end-to-end integrated testing, peak period performance testing, etc. See Section C.2, Systems Data table.
- D. Identify and balance resources among and within task orders to ensure the most efficient staffing required to meet PBGC's goals.
- E. Facilitate the work required and enable an adequate level of communication with the Government.
- F. Oversee all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this contract.
- G. Maintain access to resources that can be called upon to fulfill task order requirements under the contract.

- H. Prepare and monitor a quality assurance plan to ensure services and deliverables for the contract meet the highest level of quality and demonstrate continuing quality improvement. At a minimum, the quality assurance plan should include peer and/or secondary review of documentation, code, and other deliverables submitted.
- I. Bring to the government's attention new approaches, ideas, innovations, process improvements, methods or technologies to enhance/improve operations and demonstrate continuous improvement.
- J. Prepare and conduct monthly Program Management Reviews (PMRs) with PBGC staff as agreed with COR to review contract performance across all Task Orders' task areas, system and project performance and overall program performance in meeting program objectives. Provide aggregate program reporting that summarizes this performance to include:
 - 1. Program level summary of system and project status
 - 2. Program roadmap identifying current and future projects and milestones
 - 3. Demonstrated stabilization of the systems with identification of enhancements to defect resolution ratio
 - 4. Program level customer satisfaction
 - 5. Management dashboard reporting -- demonstrating 1) trends in system operations and performance, 2) impacts of proposed changes and 3) other data important for PBGC decision making.

4.1.2 Project Management Support

The contractor shall conduct project management activities to actively plan and manage ongoing projects. The contractor shall:

- A. Develop project management plans and project baselines for identified projects to include releases or any activity where resources are deployed to make changes to or support the PBGC systems
- B. Conduct scope management to ensure project scope is baselined and changes to scope are managed through the project lifecycle. Establish and follow procedures for release management and change control, including an impact assessment.
- C. Conduct schedule management to include establishing a resource-loaded and baselined schedule in PBGC's approved project management system (currently Microsoft Project Online, a.k.a. P3M)
- D. Conduct cost management to ensure baselined costs are maintained and managed throughout the project lifecycle to include reporting on burn rates and associated cost measures.
- E. Conduct earned-value-management to identify earned value metrics and status for projects.
- F. Maintain relationship and partnership with all integrated system leadership for systems both internal and external to the project IT applications/systems.

4.1.2.1 Issue and Risk Management

PBGC places great importance on actively performing risk management. Identifying, developing mitigation strategies and effectively escalating risks are a key component of project management. See Section C.2, Systems Data table. The Contractor shall:

- A. Establish risk management plan based on PBGC Risk Management Policy
- B. Identify and track risks that may impact the project and PBGC systems and identify mitigation strategies in BISD's system of record (currently P3M)
- C. Identify and track issues and work to resolve to ensure system operations and release remain on-schedule

4.1.2.2 Status Reporting

Regular and ad hoc reporting is required to ensure all PBGC project stakeholders are aware of project and system status. The Contractor shall provide regular status and ad hoc reporting to COR, IPT, executive sponsors for all contractor activities.

4.1.2.3 Integrated Project Team (IPT) and Change Control Board (CCB)

PBGC uses integrated project teams (IPTs) to provide governance and guidance for IT systems and projects. These IPTs consist of members from various PBGC stakeholder groups including the Information System Owner, Information System Security Manager, IT Infrastructure, Enterprise Architecture, system operations and development team, IT project manager and many others. All system operations and changes shall be guided by an IPT.

In addition to IPTs, PBGC uses change control boards (CCBs) to authorize the scope, schedule and cost of system releases. CCB membership is like that of IPTs but also includes program level representation. All system changes proposed by the IPT must be agreed to by the CCB. See Section C.2, Systems Data table. The contractor shall:

- A. Coordinate and facilitate IPT and CCB governance bodies to enable decisions on system changes and to provide a venue for dissemination of system information.
- B. Provide status on system operations and changes.

4.1.2.4 Meeting Participation

Throughout the management and support of PBGC systems and projects, meetings will be conducted to gather information, make decisions, disseminate information, etc. Conducting efficient meetings and maintaining accurate minutes of those meetings is essential to the success of PBGC projects. See Section C.2, Systems Data table. The Contractor shall:

- A. Develop agendas and circulate those agendas ahead of any meetings organized by the contractor
- B. Develop meeting materials when the contractor is presenting.
- C. Facilitate meetings that allow for in-person and/or remote participation via teleconference, Skype and/or other remote participation tools.
- D. Record and provide minutes of all meetings conducted or attended as part of this contract work and deliver those minutes for participant review and comment
- E. Participate in meetings as required for other PBGC efforts that may impact or be impacted by this contract.

4.1.2.5 System Documentation and Documentation Maintenance

PBGC system documentation includes any documentation generated as part of a maintenance, enhancement or modernization effort, technical documentation, training materials, operational manuals, meeting agendas/minutes and any documentation used or created as part of the performance of PBGC system support. All documentation shall be maintained and kept current during the maintenance period by the Contractor using PBGC's SharePoint sites or another PBGC approved tool. The Contractor shall:

- A. Develop or update PBGC documentation, including manuals (e.g., operations, system administration, system maintenance, user and training) and plans (e.g. system integration and site implementation). Documentation shall follow the latest approved standards at the time of the execution effort and delivery of the system. The Contractor shall develop documentation and/or update existing ITS/SLCM documents that are required as a result.
- B. Maintain and revise PBGC system and business process documentation in accordance with changes made to PBGC.

4.1.2.6 Technical Writing

Production of high quality system documentation and written deliverables is an important requirement of the services provided under this contract. The Contractor shall ensure that

professionals with skill in technical writing are used in creation of contract deliverables. These deliverables should be of high quality, technically accurate, written for the appropriate audience and minimized grammatical and spelling errors. Technical writing services may be required for production of stand-alone PBGC documentation. See Section C.2, Systems Data table.

4.1.3 Transition Support

The objective of transition support is to ensure continuity of services in the areas supported by the incumbent while the incoming contractor learns how to support these services. The Contractor shall support transition from the outgoing incumbent, as well as transition to PBGC or a new contractor, if required.

4.1.3.1 Transition In

Upon award, the Contractor shall begin an effective transition of work from the incumbent. The contractor shall assume full responsibility for an orderly phase-in of operations that minimize the impact to PBGC. The contractor shall ensure that transition activities are transparent to the current operations and do not disrupt or adversely affect the current day to day operations. The transition in period shall not exceed 60 days after contract award. The plan should address all work to be assumed from the incumbent and the tasks required to accomplish successfully taking on the scope of work including onboarding, technical access, transfer of documentation, transfer of all knowledge and any other activities required.

4.1.3.2 Transition Out

The Contractor shall accommodate transition for at least two (2) months of its functions to PBGC or a new contractor upon re-compete of this contract. The Contractor shall deliver all documentation, information for the operation and maintenance of the PBGC systems, and provide communications, training, and support to PBGC to ensure a successful transition of PBGC to another vendor. The Contractor shall develop a Transition Strategy detailing the steps necessary to transition operations and maintenance to PBGC, another PBGC selected vendor and any documentation or activities for releases work that may be underway. At completion of the contract, all licenses revert to PBGC. All documentation shall be maintained and kept current during the transition period by the Contractor.

4.2 IT Solutions Lifecycle Services

The contractor shall provide cradle-to-grave IT systems services for PBGC hosted and externally hosted systems/applications. The contractor shall adhere to/comply with governance gates and reviews; standards and deliverables; roles, and planning, implementation, maintenance, and disposition of IT solutions throughout their lifecycle. In particular, all system work will be guided by the PBGC IT Solutions Lifecycle Management (ITSLCM) Framework: Planning, Execution (Maintenance, Enhancement and Modernization), and Operations and Disposition and the responsibilities (defined in the IT Management Directive 05-07). See Attachment C.4.2.a ITSLCM Framework v3.0 and Attachment C.4.2.b ITSLCM Handbook v3.0.

4.2.1 Planning Services

The contractor shall provide planning services, including product and development-methodology selection. The contractor shall perform tasks and create deliverables, so the solution meets the intended business need in accordance with all applicable policies, procedures, standards and guidelines.

4.2.1.1 Business Needs Analysis

A BNA is a planning effort based on research and analysis that results in recommendations for improvement in a specific business area or issue. BNAs are conducted to ensure that IT investments are targeted to those areas in needs. BNAs are led by PBGC's Enterprise Architecture Division (EAD) and their EA support contractor. BNA recommendations may address the following architectural categories: Strategy and Performance, Business, Data and Information, Applications, Infrastructure, and Cybersecurity and Privacy. The three types of business needs analysis efforts at PBGC are Segment Architecture, Architectural Analysis, and Small-Scope Analysis (The methodology provides a detailed guidance for conducting these types of BNA'S.)

- A. A Segment Architecture is a planning effort to produce a holistic view of a business area (e.g., a segment) from an architectural perspective. The architectural perspective may address elements of strategy, performance, business, data, applications, infrastructure, and security of a given domain. The Segment Architecture Approach provides guidance to develop a new or refresh an existing segment, and is designed to accommodate increased flexibility, applicability, and inclusivity of the larger set of the planning processes.
- B. An Architectural Analysis is a focused research or planning effort, and the scope is smaller than a full segment, or segment architecture work has been completed and needs additional details. The Architectural Analysis Approach is designed to meet the investment owners' specific technical or budget planning goals for architectural analyses of all sizes.
- C. A Small-Scope Analysis is a limited-scale analysis where goals, objectives, weaknesses, and opportunities are known. The Small-Scope Analysis Approach follows the same general guidelines and principles for an Architectural Analysis except that some activities and deliverables may be removed due to the decreased size and complexity of the analysis scope.

The contractor shall:

- 1. Provide the as-is environment to the BNA team.
- 2. Identify the impact of any upcoming changes to this contract.

4.2.1.2 Alternatives Analysis and Feasibility Studies

In accordance with EA standards, alternative analyses and feasibility studies ~~to~~ determine the appropriate technology or solution area to implement in given situations. IT solutions and products recommended for use in the PBGC business IT environment have an identified business need documented and adhere to the Alternatives Analysis Standard and Methodology.

For small efforts, the Contractor shall

- Identify, analyze and evaluate the advantages and disadvantages of each of the alternatives chosen, considering the evaluation criteria that has been established.
- Document the result of this evaluation to describe how each of the alternatives was judged per each of the criteria, and which permits a comparison of the relative merits and drawbacks of each alternative.

For larger analysis efforts, the Contractor shall

- Participate in the establishment of an Alternatives Analysis (AA) Integrated Project Team (IPT) using the AA Methodology to determine the product or solution that is the overall best fit for PBGC.
- Follow these process steps for an Alternatives Analysis:
 - A. Establish AA IPT
 - B. Define Business and Technical Requirements and Use Cases
 - C. Define Evaluation Criteria and Weightings
 - D. Identify Alternative Options and Conduct Market Research
 - E. Conduct Initial Assessment, Score and Evaluate and eliminate options
 - F. Conduct Cost Benefits Analysis with Risk adjusted costs and eliminate options
 - G. Recommend Solution - Presentation for Pre-Acquisition Review - Viability and Technical Acceptance
 - H. Present recommendations to the TRB and ITPRB for their approval prior to initiating activities with the Procurement Department to acquire the IT product or solution.

Note: Alternatives analysis for make/buy decisions and modernization projects are not within the scope of this contract.

4.2.1.3 Cybersecurity and Privacy

Cybersecurity and privacy is a priority for PBGC and for the PBGC IT systems and includes ensuring Cybersecurity and Privacy controls are built into changes to PBGC systems. Security requirements are considered for every systems effort, cradle to grave. In addition, consideration must be given to protecting sensitive data with special protections for personally identifiable information (PII) contained in PBGC systems. Included in this area is the review of existing system Cybersecurity and Privacy, analysis of control sufficiency and support for establishment and review of system security plans and configuration baselines. At a minimum, the Contractor shall:

- A. Review PBGC's Risk Management Framework (RMF) process and PBGC's Cybersecurity and Privacy Catalog to determine the required security and privacy activities, deliverables, PBGC Cybersecurity and Privacy catalogue, and reviews
- B. Complete required security and privacy tasks

4.2.2 Execution Services: Modernization, Enhancement and Maintenance

The Contractor shall conduct system development lifecycle (SDLC) activities to provide maintenance, enhancement and/or modernization (execution services) to PBGC systems. The contractor will be versed in a wide variety of SDLC methodologies – ranging from pure Waterfall to Agile as well as combinations of methodologies – and adapt these as appropriate to the system and stakeholders. At a minimum, the contractor shall conduct the activities and provide the items defined below. These items are not intended to be linear when an Agile or hybrid methodology is applied.

Requirements Definition, Analysis and Specification

- A. Document the expected benefits, scope, assumptions and constraints, interfaces, functional requirements and operational requirements for each project and/or system change.
- B. Work with the business owners, subject matter experts (SME), and other stakeholders to decompose, analyze, and document requirement specifications into their lowest level of detail that is also testable.
- C. Identify, analyze, document, and obtain approval for the detailed requirement specifications. Depending on the SDLC being used, specific requirements may be developed as part of overall effort for more Agile methodologies as approved by COR, business stakeholders and IPT.
- D. Create a requirements traceability matrix (RTM) to track the detailed requirements specifications, and update and maintain the traceability matrix with all requirements, design, test scripts, source code, and tables, as they arise.
- E. Document requirements and RTM using a PBGC approved tool (currently Services Now).

4.2.2.1 Design and Design Specification

- A. Design and develop the software solution to meet or exceed the functional and technical requirements identified in the detailed requirements specifications document. The Contractor shall develop a comprehensive design approach to execute detailed requirement specifications as per the agreed SDLC methodology. The Contractor's detailed design shall provide as appropriate:
 - 1. Functional design
 - 2. Technical design
 - 3. Architecture design
 - 4. Security Design
 - 5. Logical Data Model
 - 6. Physical Data Model
- B. Provide a solutions design document with the specifications on how to build or configure the solution that describes and documents the functional, technical, architectural and

security requirements, components, attributes, relationships, and information flow. This information provides the details necessary to construct the solution.

- C. Create a solution impact identification document to identify the impact that the PBGC changes will have on existing business processes, integrated systems, active production applications, and existing infrastructure requirements.
- D. Identify PBGC shared services that are used by or built for PBGC and identify which existing PBGC software service components this system will use such as document imaging, correspondence tracking, and letter generation.

4.2.2.2 **Development (Prototyping, Coding and Configuration)**

- A. Translate detailed requirements specifications and detailed design into system components, code or both along with any associated system configurations required. For more Agile methodologies, the Contractor shall develop detailed requirements and design as part of overall development effort as agreed by COR, business partners and IPT.
- B. Develop system prototypes as requested that shall be tested and evaluated before the full systems development effort.
- C. Adhere to the development standards and agreed development methodology in effect during TO period of performance.
- D. Establish procedures and utilize metrics and automated tools to track productivity and defects in deliverables.
- E. Conduct quality assurance activities related to development activities as defined in the quality assurance plan to ensure the new system or system changes are free from defects and meet the requirements and design expectations.

4.2.2.3 **Testing**

As the PBGC systems represent critical and front-line IT support systems for PBGC operations, it is essential the IT changes put into production are released without defects. A robust testing plan and effort is essential to supporting IT execution services. As a minimum, the Contractor shall:

- A. Perform testing in accordance with the guidelines defined by the ITS LCM. The Contractor shall document its test methodology and procedures in the Test Plan document.
- B. Conduct unit, system, system integration, and performance testing in the integrated and testing PBGC Common Development Environments (CDE-T, CDE-I) for software to be hosted by PBGC. User Acceptance and all other testing must be conducted in the PBGC Integration and Testing Center (ITC) for software to be hosted by PBGC. The ITC provides a controlled and isolated environment for pre-release testing prior to being deployed into production. In accordance with the Contractor's test plan document, the Contractor shall schedule testing activities in ITC. It is required that all the changes proposed for a given release are fully-tested and present at the beginning to each testing phase as a clean baseline to reduce opportunities for regression defects.
- C. Document findings and results in the test results report document upon successful completion of each of the test phases (e.g., Unit, System, System Integration).

- D. Maintain and update a baseline of regression testing scripts to be used to validate that changes introduced to the system do not inadvertently result in creating errors in existing PBGC system components.
- E. Resolve defects identified during any phase of the testing effort to ensure that defects are not introduced to production.
- F. Implement, or where available use, automated testing to reduce the overall time required to test and increase testing accuracy.
- G. Utilize the PBGC approved tool (currently HP Quality Center and other HP testing tools) to record test scripts and track testing progress and results.
- H. Support the following PBGC conducted-testing activities by providing guidance and access to technical staff for:
 - 1. User Acceptance Testing including but not limited to:
 - a. UAT setup to ensure environment and testing baseline is ready for UAT on day-one of the UAT testing phase
 - b. Providing test data
 - c. Periodic (up to daily) defect review meetings to review UAT testing status
 - d. Coordination with UAT testers to assist with questions on potential defects and new functionality
 - 2. Security Certification and Accreditation Testing

4.2.2.4 **Implementation and Deployment**

Deployment of system changes and/or new systems is coordinated with PBGC's IT infrastructure team. (The contractor will not have rights to make changes in the production environment.) At a minimum, the Contractor shall:

- A. Develop a deployment plan which includes detailed deployment activities necessary to deploy and back out the system and/or system changes to each environment identified in the solution environment plan.
- B. Coordinate a deployment plan that includes all the changes for PBGC and integrated systems and activities of any team or individual required to complete a deployment.
- C. Coordinate deployment of system changes during the deployment period to ensure successful introduction of changes to the production environment and continuity of operations (COOP) environment.

4.2.2.5 **Operations Turnover**

Following deployment of a system or system changes, production support will be provided by the infrastructure team - either the PBGC IT Infrastructure Operations Department (ITIOD) for PBGC hosted systems/applications or by the externally hosted system provider. The Contractor, as the application support team, shall ensure that the infrastructure team members are equipped to operate and maintain the system as system changes are introduced. At a minimum, the Contractor shall:

- A. Prepare, assemble and deliver updates to all relevant operations documentation, user documentation, and desktop procedures documentation affected by the enhancement.
- B. Thoroughly review change with the organizations responsible for operation of the enhancement, and any impacted interfacing systems, prior to acceptance of the documentation by BISD.

4.2.2.6 **Cybersecurity and Privacy**

Included in this area is the review of existing system Cybersecurity and Privacy, analysis of control sufficiency and support for establishment and review of system security plans and configuration baselines. At a minimum, the Contractor shall:

- A. Review PBGC's Risk Management Framework (RMF) process and PBGC's Cybersecurity and Privacy Catalog to determine the list of required security and privacy activities, deliverables, PBGC Cybersecurity and Privacy catalogue, and reviews
- B. Complete/support required security and privacy deliverables such as:
 1. Provide analysis of NIST 800-53 controls as related to system architecture and make recommendations for incorporating controls into PBGC systems
 2. Support analysis of vulnerability scan results and remediation of system vulnerabilities
 3. Incorporate remediation of Plan of Action and Milestones (POA&M) items into system releases as applicable
 4. Ensure changes to PBGC systems comply with Federal and PBGC security and privacy requirements and regulations.

4.2.2.7 **Change Management**

Changes to PBGC IT systems are guided by an established change management process that dictates the steps required to introduce changes into the production environment. The change management processes are related to any change and/or release for PBGC requiring a code change or modification outside of configurations made by PBGC system administrators via support requests. The contractor shall:

- A. Support and facilitate PBGC IT change management process for active releases
- B. Comply with all PBGC change and release management processes and represent PBGC at the Change Advisory Board (CAB) meetings to present Requests for Changes (RFCs).
- C. Provide updates to the COR and PBGC IPTs on upcoming changes that may impact PBGC systems

4.2.2.8 **Release Management**

PBGC systems are highly integrated with many internal and external systems. Changes to BISD-managed systems are packaged into releases that must be coordinated with integrated systems and other system releases integrated with BISD-managed systems. In an effort to ensure organized and well described releases, the contractor shall:

- A. Support release planning efforts to include prioritization and categorization of release items.
- B. Coordinate and/or de-conflict system releases with other integrated systems.
- C. Associate release items with a given release.
- D. Utilize PBGC approved release and change management tracking tools (currently Service Now).

4.2.2.9 **Maintenance/Emergency Release Development and Configuration**

In addition to planned releases, there may be basic, or emergency release changes required to accommodate COTS patching, defect/bug fixes or other small routine updates as required. In some situations, code changes are required to resolve system issues or to introduce changes that are urgent due to the sensitivity of the change, impact to business operations or identification of unexpected changes. The Contractor shall:

- A. Test and implement maintenance releases (patching, defect/bug fixes, vendor-supported version upgrades and other maintenance changes).
- B. Test and implement emergency releases to restore production functionality or resolve critical system defect.
- C. Use development activities as defined in Section 4.2.2.3 Development, above as may be tailored given the size and nature of the maintenance/emergency release.
- D. Conduct analysis, testing and implementation support for COTS configuration changes or code changes
- E. Maintain and update the software applications to keep current with required operating system or changes to web services consumed. As part of this process, the Contractor shall:
 - 1. Develop a patch management strategy in order to assess, propose, and keep the COTS current (for COTS functional patches) and to support PBGC's periodic rollout of Security and OS patching, and
 - 2. Implement version control and release management procedures integrated with the overall configuration management approach. Before implementation of a bug-fix or patch, the Contractor shall assess the impact of any hardware and software upgrades to system infrastructure, performance, security, and version compatibility, and shall test all new software releases.
- F. Support the deployment of the patch or new release. (PBGC staff will perform the roll-out of system upgrades or enhancements in all PBGC hosted environments.)

4.2.2.10 **Demand and Backlog Management**

Proposed changes to BISD-managed systems originate from several areas including end users, system administrators, the information system owner (ISO), the information system security manager (ISSM) and many others. Proposed changes must be properly logged and prioritized to be allocated to a system release. To support this area, the Contractor shall:

- A. Collect and maintain backlog items for system changes as part of an established system backlog.
- B. Coordinate regular prioritization and grooming of backlog items to include identification of priority and level-of-effort required to complete along with benefits.
- C. Track backlog and associated information in PBGC approved tool (currently Services Now).

4.2.2.11 Configuration Management

The Contractor shall adhere to all PBGC configuration management policies and procedures.

The Contractor shall develop, implement and maintain a configuration management (CM) program that conforms to established PBGC requirements and practices and includes, but is not limited to, the following:

- A. Establishing baselines.
- B. Formal methods of initiating changes to the configuration baseline.
- C. Standards and procedures to insure configuration documentation is current and accurate.
- D. Assistance with software reviews to ensure that newly developed software conforms to approved functional and physical specifications.
- E. Procedures to assess proposed changes on the operation of the systems.
- F. Procedures to implement approved hardware and software modifications and technology upgrades.
- G. Identity of all software, hardware and documentation components of an automated information system.
- H. Procedures for storing, accessing and releasing newly developed software releases.

The Contractor shall:

- A. Identify, communicate and revisit production and non-production environment needs via Solution Environment Plan.
- B. Develop and maintain system configuration and code in accordance with configuration management plan.
- C. Ensure execution activities are conducted in the non-production environments.
- D. Ensure code is promoted through the PBGC-approved code repository (currently Serena's Program Version Control System (PVCS)) for software change control within the enterprise-wide IT environment.
- E. Conduct configuration management activities using this tool and/or other PBGC approved configuration management tools.
- F. Establish configuration management baseline and maintain the baseline for existing systems.

- G. Ensure that all configuration management policies are followed so that configuration of BISD-managed systems and all their environments are accurately reflected in their documentation and code libraries and tools supporting BISD-managed systems.

4.2.2.12 **Technical Reference Model/Review Board (TRM/TRB) Support**

Only those IT solutions and technologies that are approved and listed on PBGC's Technical Reference Model (TRM) will be allowed to be implemented. Governance of the TRM is performed by the PBGC Technical Review Board (TRB). To support implementation of technologies and to allow for updates to existing technologies, the Contractor shall:

- A. Facilitate and prepare materials for the TRB review process for updates to PBGC system components, any software or tools and any other technologies required to operate and execute PBGC systems.
- B. Participate in TRB meetings and support justification of changes to the TRM on behalf of PBGC systems.

4.2.2.13 **Data Model Development and Maintenance**

All PBGC IT systems require the development and maintenance of data models depicting the information stored and used by the system. Both logical and physical data models are used to track and understand system information. The Contractor shall develop and/or maintain system data models (logical and physical) for existing PBGC systems.

4.2.2.14 **Training**

The operation of BISD-managed systems is very complex and requires detailed understanding by end-users, thus training of the user community (to include system administrators as well as end users) is required. The Contractor shall:

- A. Design, develop and prepare training materials and training aids, for users, operators and other staff in the operation, function, use or maintenance of the PBGC systems and the enhancements to those systems.
- B. Develop and prepare training schedules and all supporting materials that will be used for implementation training and operation of new systems or system enhancements.
- C. Update existing training materials and training aids to reflect any system changes.

4.2.2.15 **Data Quality Management**

BISD system data quality must be maintained to ensure the BISD-managed systems can provide accurate and timely calculation and reporting of data. In addition to ensuring the accuracy of data within existing systems, periodically, data may be moved to other systems or system components. See Section C.2, Systems Data table.

Data/File Migration and Conversion

For changes to underlying system infrastructure, the Contractor shall:

- A. Develop and execute migration plans for moving data/files between existing systems as required. This could be across operating systems, hardware platforms or different types of database management systems. The Contractor shall develop procedures and proposed

methods for performing the data/file migrations with a minimum of disruption to the end-users.

- B. Create a technical Data Conversion Plan that outlines the strategy and technical requirements to transition data and processes.
 - 1. Collaborate with the project team to determine the scope of the data that will be targeted for conversion.
 - 2. Propose an approach for reconciling source and target conversions.
 - 3. Detail use of programmatic controls, COTS or customized reports, queries, etc. to ensure the successful conversion reconciliation.
 - 4. Be clear as to timelines, roles, and responsibilities (those of Contractor and of PBGC) for conversion reconciliation.
 - 5. Include a milestone for the business area's approval of the completed reconciliation process.
- C. Execute Data Conversion Plan activities designated as the responsibility of the contractor:
 - 1. Design and document all data conversion utilities, routines, or scripts to be used for the data load formats and structure.
 - 2. Import all legacy data.
 - 3. Reports and control mechanisms stipulated in the Data Conversion Plan to ensure complete and accurate data conversion.
 - 4. Modify the project plan as necessary to include additional data, reports and control mechanism to ensure successful data conversion.
 - 5. Maintain a log of all conversion items, issues, and their resolutions.
 - 6. Report progress and issues at Integrated Project Team (IPT) meetings.

Data/File Validation

Examining and correcting bulk or isolated data conditions is required to maintain and validate the accuracy of BISD system information. The Contractor shall:

- A. Conduct activities to validate the accuracy of data within BISD-managed systems and data inputs to those systems.
- B. Develop scripts, system changes or other tools to correct or resolve issues of data accuracy within the BISD systems or data files being loaded into the systems

4.2.3 Operations and Disposition Services

The contractor shall provide operations and disposition support to the IT systems in the production environment per the last set of approved requirements, such as Technical and Operations Support and disaster recovery/Continuity of Operations Plan (COOP). Once it is determined an IT solution or program is at the end of its useful life cycle, disposition activities include destroying, recycling, or repurposing IT solutions.

The contractor shall use existing and new sources of data (i.e. analytics reports, customer

feedback, usability studies, etc.) to provide recommendations for improving usability and operational performance.

4.2.3.1 Tier-3 Technical and Operations Support

Tier-3 technical and operations support relates to all activities to support end-users in their use of the system and to resolve issues for those users in completing system tasks. See Section C.2, Systems Data table.

The Contractor shall:

- A. Respond to and resolve technical and operational issues encountered by users interacting with the system. This includes conducting incident and problem management such as:
 - 1. Respond to requests to resolve user, request or issues.
 - 2. Research, analyze and resolve system technical issues.
 - 3. Track problem ticket and system enhancement requests.
- B. Coordinate responses with the server, desktop, and database administrators to answer questions, restore operations from an outage, or resolve environmental issues that are affecting business operations.
- C. Track and record incident and problem tickets in the form of Production Trouble Reports (PTRs).
- D. Track and resolve software problems related to the PBGC systems ((currently through Service Now)) and provide status updates and reports until the problem report is closed.
- E. Provide weekly status reports for progress made on open Production Trouble Reports (PTRs) to the COR.
- F. Discuss and prioritize with BISD, for the appropriate release, PTRs that require code changes.
- G. Review and analyze PBGC application processing problems, including error messages, and provide for timely correction.
- H. Coordinate with Externally Hosted Applications (i.e. Oracle, DOI, etc.) for system issue and problem resolution.
- I. Provide pro-active system monitoring to identify system faults prior to impacts to end-users.
- J. Monitor web and system statistics in coordination with web and system administration teams.
- K. Respond to user requests regarding system usage or issues.
- L. Perform root cause analysis of system issues and open PTRs/SCRs as appropriate to address root causes.
- M. Provide support to system administrators for complex system function either through support of their duties or responding to tickets.

- N. Provide assistance to the PBGC service desk (Tier 1 Support), PBGC Infrastructure DBAs and SAs, and users in understanding system functionality, technical components or resolution of system issues.
- O. Provide pro-active monitoring of system status and performance through performance monitoring tools.
- P. Ensure that “end-to-end” testing is completed once per year validating that PBGC systems can perform under peak use time (see surge/peak period support below).
- Q. Provide a system status dashboard to describe the condition of the system’s stability, availability and operational conditions over time.
- R. Establish a system sustainability roadmap that identifies the technical components of all PBGC systems, the versions of those components and then map those technology components to vendor roadmaps to ensure PBGC minimizes technical obsolescence and maintains supportability for all systems.

4.2.3.2 **Surge/Peak Period Support**

PBGC experiences peak usage of its systems at certain points of the year (e.g., calendar- and/or fiscal-year end and year-end closings). At such times the volume of system usage and potential incidents is much higher than at other times of the year. The Contractor shall:

- A. Provide operations support during peak times with enhanced monitoring, technical response and data validation along with night and weekend support.
- B. Provide enhanced operational reporting daily during peak periods to monitor system performance and operations.
- C. Provide summary reporting following peak periods to summarize performance and operational statistics.

4.2.3.3 **Infrastructure Impact Analysis, Testing, Remediation and Coordination**

PBGC systems are currently hosted at the PBGC data center, at a cloud facility, or as externally hosted systems. Regardless of hosting location, the Contractor will assess, test and remediate issues introduced to BISD systems and coordinate with the infrastructure team responsible for maintaining the underlying IT infrastructure. See Section C.2, Systems Data table. For any changes proposed by the infrastructure teams, the Contractor shall:

- A. Assess the impact of proposed infrastructure changes on performance, security and version compatibility of BISD-managed system.
- B. Test patches and other infrastructure changes (i.e. operating system, database or middleware upgrades).
- C. Remediate issues or defects introduced by infrastructure patching or changes.
- D. Test and remediate new infrastructure items being implemented to replace items deemed End-of-Service Life (EoSL).
- E. Support interactions between the infrastructure team maintaining the underlying infrastructure and system stakeholders (PBGC business units/customers).

While application operations support includes partnering with PBGC's infrastructure team and PBGC departments to ensure that the systems remain operational and effective, the following operational activities fall outside the scope of this contract:

- A. Creating and refreshing application instances in the development (CDET) and test environments (CDEI and ITC).
- B. Security scanning.
- C. Penetration and other cybersecurity testing.
- D. Data masking.
- E. Migrating code to the following environments: User Acceptance Test (ITC), Production (PROD) and COOP/Disaster Recovery (COOP).
- F. Building and configuring connectivity with parties outside the Corporation.
- G. Tier-1 support – PBGC Helpdesk.
- H. Tier-2 support, including user account set-up and maintenance.

4.2.3.4 **Integration Impact Analysis, Testing and Remediation**

Like infrastructure changes, BISD-managed systems and externally hosted systems are highly integrated with each other as well as many other internal and external IT systems. This tight integration requires coordination of system changes and the analysis and response to BISD system impacts by changes in other systems. The Contractor shall:

- A. Assess impact to PBGC systems of proposed changes being made to integrated systems.
- B. Support coordination with other teams managing integrated systems.
- C. Test changes introduced by integrated systems and remediate any defects introduced by those changes.

4.2.3.5 **Cybersecurity and Privacy**

Included in this area is the review of existing system Cybersecurity and Privacy, analysis of control sufficiency and support for establishment and review of system security plans and configuration baselines. At a minimum, the Contractor shall:

- A. Review PBGC's Risk Management Framework (RMF) process and PBGC's Cybersecurity and Privacy Catalog to determine the required security and privacy activities, deliverables, PBGC Cybersecurity and Privacy catalogue, and reviews.
- B. Complete/support required security and privacy deliverables such as:
 - 1. Ensure conformity to the Government's and PBGC's Systems Security and Privacy Requirements. This may include the creation or update of system security plans, procedural documentation, and other materials required for the Security and Privacy Assessment and Authorization (SPA&A).
 - 2. Support analysis of vulnerability scan results and remediation of system vulnerabilities.

3. Provide responses and documentation associated with security and privacy as they relate to PBGC system releases and changes.

4.2.3.6 **Data Call and Audit Support**

Detailed technical information about BISSD-managed system, data contained in the systems, projects to develop or maintain systems or the processes surrounding systems is regularly requested by internal and external parties. Strict oversight by the PBGC Office of Inspector General (OIG) requires periodic and comprehensive reporting of BISSD-related information. See Section C.2, Systems Data table. To support data calls and OIG oversight, the Contractor shall:

- C. Provide reports on system data including system statistics, status, technical architecture and other requested information.
- D. Provide responses and documentation related to inquiries by PBGC auditors as they relate to PBGC system releases and changes.

4.2.3.7 **Continuity of Operations (COOP) Support**

In the event of a disaster or other disruption of system operations, PBGC may activate its continuity of operations (COOP) plan to restore system functionality at PBGC or a remote location. In preparation for COOP events or during a COOP event, the Contractor will support the restoration of PBGC system operations. While PBGC infrastructure teams will provide primary response to a COOP event, the BISSD Contractor will provide assistance in restoring system functionality. Additionally, PBGC regularly tests its COOP plans to ensure failover to COOP sites will be successful. During such exercises the BISSD support team will provide similar assistance to the infrastructure team. The Contractor shall:

- A. Participate in and support Tier 3 technical assistance for COOP failover activities during a COOP event.
- B. Participate in and support Tier 3 technical assistance for COOP exercises where failover for PBGC systems is being tested in preparation for COOP events.

4.2.3.8 **System Decommissioning**

After implementation of a new system or release which renders an old system or system component obsolete, the contractor shall take all steps required to decommission the system and/or components. This includes archiving code and documentation, coordinating removal/uninstall of code and components from all IT environments and ensuring data back-up and archiving.

4.2.3.9 **Ad Hoc Reporting**

BISSD customers require periodic operational reports on their systems. The Contractor shall provide ad hoc reporting to the COR, IPT, and executive sponsors as requested. See Section C.2, Systems Data table.

4.3 Professional Advisory/Consulting Services

The Contractor shall provide experienced and knowledgeable staff experts in areas including, but are not limited to, management systems, COTS package evaluations and installations, computer aided software engineering techniques, telecommunications systems, computer and network security, change management, system configuration management, capacity planning, disaster recovery continuity of operations planning, data center services improvements, and skills review and assessment of potential systems support staff. The Contractor shall provide expert advice on the BISD system area topics.

4.2.1 Business Process Automation/Re-engineering

The contractor shall provide analysis of system impacts due to business process changes.

The contractor shall:

- A. Analyze existing work practices, identify opportunities for improving cost or operational efficiencies through workflow redesign, and quantify the benefits of such redesign.
- B. Develop alternative work processes.
- C. Prepare documentation and other supporting materials as necessary.
- D. Conduct informal or formal training on revised processes.

4.2.2 Technical Analysis

The contractor shall provide an assessment of proposed system changes (for modernization or enhancement efforts) and the impacts of those changes.

4.2.3 Special Studies

The contractor shall conduct and provide the facilities for special studies for PBGC-related areas which are highly technical, ad hoc in nature, and generally of limited duration.

5. Constraints

The contractor shall ensure compliance with applicable federal regulations, standards, corporation policies, processes, procedures, and directives in the performance of this contract.

6. Performance Standards

PBGC has identified the following performance standards with two goals: to rationalize and standardize system and contractor performance across all BISD IT systems, and to elevate/improve upon current performance over time.

See Attachment C.6 Performance Standards.

At least annually, the COR will review Performance Standards and Acceptable Quality Level achieved for determining CPARS ratings and in order to justify exercising an option period. If performance achieved is "Acceptable," predominately equal to the Acceptable Quality Level (AQL), the Contractor will receive a "satisfactory" rating in CPARS. If performance achieved is predominately equal to or better than "Exceptional," the Performance Standard, the Contractor will receive a "Very Good" or "Exceptional" in CPARS.

SECTION D
PACKAGING AND MARKING

D.1 PBGC 52.247-7000 PACKAGING AND MARKING (JAN 2012)

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 COR must be clearly marked with the company name, the PBGC contract number, and identification of the item.

SECTION E
INSPECTION AND ACCEPTANCE

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

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

E.3 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)
(Reference 52.246-6)

E.4 PBGC 52.246-7000 INSPECTION AND ACCEPTANCE OF DELIVERABLES (JAN 2012)

All deliverable items are to be furnished to the Contracting Officer's Representative (COR) or to PBGC personnel designated by the COR 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 COR or Contracting Officer.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 Period of Performance

PBGC anticipates a base period of one (1) year for EBTS commencing on date of award followed by nine (9) 1-year option periods. Total of base period and all option periods shall not exceed 120 months.

Base Period – 12 months from Contract Award.

Option Period 1 – 12 months from the end date of Base Year.

Option Period 2 – 12 months from the end date of Option 1.

Option Period 3 – 12 months from the end date of Option 2.

Option Period 4 – 12 months from the end date of Option 3.

Option Period 5 – 12 months from the end date of Option 5.

Option Period 6 – 12 months from the end date of Option 6.

Option Period 7 – 12 months from the end date of Option 7.

Option Period 8 – 12 months from the end date of Option 7.

Option Period 9 – 12 months from the end date of Option 8.

Individual awarded task orders shall stand-alone with specific deliverables and performance periods.

F.2 Place of Performance

The work may be performed on the government site or the contractor site based on the government's requirements outlined in a given TO and/or specific contractor proposals. The following identifies the current government site where work may be performed:

Pension Benefit Guaranty Corporation (PBGC)
1200 K Street, NW
Washington, DC 20005

The primary location of work will be within a fifty-mile radius of Washington DC (The service area). It is anticipated that the PBGC offices will be relocated during the period of performance of this contract but remain in the DC service area. At such time as the relocation occurs, the work conducted at the government site will move to the new location.

The Government will not pay for local travel (i.e., travel within the service area) or parking. The Offeror shall perform all work described herein that is ordered by the Government during the term of the contract at any location specified in the service area.

The Government may allow services to be performed from the Offeror's location in instances where special tasks must be accomplished to meet project schedules or deadlines. In instances where tasks do not require direct involvement of Government personnel, work may be performed at the Offerors location. Performance of such tasks will be coordinated with the COR. The government shall furnish contractors with the equipment required to provide remote access support and utilized Government-provided and - approved software for connectivity, if remote support is required.

F.3 Core Hours of Operation

Refer to Attachments C.2 EBTS Environment & Requirements for Core Hours.

F.4 Place of Delivery

All contract deliverables must be delivered to the Contracting Officer Representative (COR) identified in the Task Order at the address shown below:

Pension Benefit Guaranty Corporation
ATTN: COR - TBD
1200 K Street, NW. Washington, DC 20005-4026

F.5 Task Orders

Task orders will be placed during the period of performance of each contract. The Contractor shall perform the stated services as issued in each task order, and within the Task Order Period of Performance.

F.6 Contract Type

This is a single-award IDIQ contract. Task Orders will be issued on a Firm Fixed-Price (FFP), Labor Hour (LH), Cost Reimbursement or a hybrid of one or more depending upon PBGC requirements.

F.7 Schedule of Deliverables

Section	Deliverable Description	Frequency
4.1.1	Program Management Plan	10 days after kickoff meeting and annually thereafter
4.1.1	Subcontracting Plan	Yearly – prior of exercise of option
4.1.1	Quality Assurance Plan	Monthly during OY 1. Quarterly in the out years
4.1.1	Prepare and Conduct Monthly PMR	Monthly
4.1.1	Project Status/Tracker report	Bi-weekly during initial implementation
4.1.1	Status reports including performance metrics as identified in Attachment C (Performance Metrics)	Monthly
4.1.1	Dashboard	Monthly
4.1.1	Contracting Hours Report	Monthly
4.1.1	Outage Report	Monthly
4.1.1	Data Fix Report	Monthly

Section	Deliverable Description	Frequency
4.1.1	Quarterly Status Report	Quarterly
4.1.2	Project Management Plan	Updates as needed
4.1.2	Initial Project Kick-off Meeting	Five days after award
4.1.2	Project Implementation Schedule	Due 15 days after initial project kick-off meeting for each module implementation
4.1.2	Draft Schedule Releases for performance year.	Within 10 business days of within the start of the contract
4.1.2.1	Risk Management Plan	TBD
4.1.2.2	Regular status and ad hoc reporting to COR, IPT, executive sponsors for all contractor activities	TBD
4.1.2.3	Coordinate and facilitate IPT and CCB governance bodies	TBD
4.1.2.4	Meeting Agendas and minutes	As required by customer/COR
4.1.2.5	Maintain and revise business process and PBGC Documentation	TBD
4.1.2.5	ITSLCM Documentation as determined by the IT Project Manager/COR	ITSLCM documentation as required for releases.
4.1.2.13	Input into Design Questionnaire from PBGC's Technical Review Board, Enterprise Architecture Department	Initial implementation
4.1.2.16	Data Migration Plan	Initial implementation
4.1.3.1	Transition Plan	5 business days after kickoff meeting
4.2.1.2	Alternative Analysis and Feasibility Study Evaluation Documentation	TBD
4.2.2.2	ITSLCM Design and Commercial Off-The-Shelf (COTS) Configuration Document	Initial implementation
4.2.2.4	Test Results Report	TBD
4.2.2.4	Test Plan	Initial implementation
4.2.2.5	Deployment Plan	TBD
4.2.2.5	Software Implementation	Determined by the project implementation schedule (Above?)

Section	Deliverable Description	Frequency
4.2.2.7	Required security documentation	Per FedRAMP or NIST 800-53 Rev 4 requirements
4.2.2.10	Patch Management Strategy	TBD
4.2.2.12	Develop System Configuration	TBD
4.2.2.12	Standard Operating Procedures	As required by customer/COR
4.2.2.15	Training Schedules	Classroom training as requested by customer/COR
4.2.2.16	Migration Plans	TBD
4.2.2.16	Technical Conversion Plan	TBD
4.2.3.1	Production Trouble Reports	TBD
4.2.3.6	Reports on System Data	TBD
4.3.1	Documentation of Alternative Work Processes	TBD
4.4.1	Transition Plan	Upon Award

TBD indicates to be determined per project plans and in coordination with the COR.

SECTION G
CONTRACT ADMINISTRATION DATA

Contract Administration Data**G.1 Roles and Responsibilities**

The Government Contracting Officer (CO) shall be responsible for administration of this contract. No individual other than the signatory CO for this contract has authority to modify or terminate this contract on behalf of the Government for any reason.

G.1.1 Contracting Officer's Representative (COR)

The COR will be identified at the time of contract award. The COR has the responsibility to inspect all deliverables/services and authorization to certify and/or reject invoices for payment. In the event that an invoice is rejected the COR shall notify the contracting officer (CO) immediately and provide the supporting rationale. 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 CO.

This individual is responsible for contract technical and management direction and general coordination with other Government staff, as needed. These individual plans coordinate Government activities, services and staff needed to meet contract objectives. This individual is responsible for providing both tactical and strategic direction to other Government offices. Technical direction generally requires monitoring the Contractor's work closely and continually as it progresses to ensure that requirements are being met. While progress monitoring does not mean taking charge and conducting the Contractor's effort, or in any way supervising Contractor employees, it does, however, mean that

the COR will:

- Keep well informed of the Contractor's performance and activities
- Use technical expertise to identify the Contractor's actions, or failure to act, that clearly affect the quality of the work under way and the end results or deliverables
- Notify the Contractor of apparent deficiencies; and
- Determine the appropriate action in discussion with the CO and Contractor to correct deficiencies.

G.1.2 Contract (Technical) Monitors

Contract Monitors may be assigned as designated representatives of the COR. 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 COR 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.1.3 Contractor Roles and Responsibilities

The Contractor shall designate one (1) individual to serve as Contractor Program Manager (PgM). The PgM shall be responsible for serving as the coordinating single point of contact between the Contractor and Government. This individual shall be the receiving point for TOs

issued against this contract. This individual shall also be responsible for contract technical and management direction, submission of contract reports, general support, and coordination to the COR and Government staff, as needed and authorized by the COR. The PgM (and TO Project Managers if different from the PgM) shall be fully authorized to direct and supervise day-to-day activities of Contractor and third-party Contractors needed to meet the contract and TO requirements. It is not required that the PgM's responsibilities be solely limited to the activities above and may be expanded upon as described in the Offeror's proposal.

G.2. Ordering Procedures

The award of this IDIQ contract does not obligate any funds. The Government is only obligated to the extent that authorized TOs are placed against the contract. TOs will be issued on a firm fixed-price, labor-hour, cost reimbursement, or labor hour basis. Each TO shall stand-alone with its own deliverables and performance period. All TOs shall be issued in accordance with the Contractor's IDIQ pricing, cost and proposed labor categories

Issuing TOs: TOs issued under this contract may require effort in one or more of the services described in section 3.0 but will not necessarily include all of them. In general, the process for issuing TOs:

1. PBGC issues a RFTOP
2. The Contractor responds to the RFTOP with a TO Proposal in accordance with the instructions outlined in the RFTOP.
3. Following negotiation, if applicable, of the Contractor's TO Proposal, the TO is approved and signed.
4. Authority to Proceed: TO performance begins.

Request for TO Proposal: From time to time during the term of this contract, the Contracting Officer will issue a RFTOP (Request for TO Proposal) in writing to the Contractor, providing specific information on work to be performed or objectives to be achieved within the scope of the contract. Each RFTOP will contain a SOW, PWS, or SOO, which identifies the requirements or indicates the objectives or results desired.

RFTOPs will contain, at a minimum, the following information:

1. Name and signature of the Contracting Officer
2. Contract number, statement number, and date
3. Description of work
4. TO type (Fixed Price, Labor Hour, Cost Reimbursement, or Time and Materials)
5. TO proposal response date (in general, the Contractor will be allowed 5 business days for TO proposal, modified for less or additional time based on the complexity of the RFTOP)
6. Documentation requirements
7. Delivery/Performance schedule
8. Quality assurance standards, as appropriate
9. Evaluation criteria for determining completion of the TO
10. Any other necessary information

In the case of bilateral modifications, the Contracting Officer may modify a TO in the same manner as they are issued.

TO Proposals: In response to each RFTOP issued under this contract, the Contractor shall propose:

1. TO Personnel/Staffing Plan (Labor categories, hours and pricing to be drawn from IDIQ contract proposal) to include subcontractor(s) personnel
2. Technical Approach and Performance Work Statement (PWS)
3. Performance Measures

TO Approval: No work is to begin on any TO until 1) PBGC has reviewed and given final approval to the detailed project/work plan submitted by the Contractor and 2) until the TO is signed by the Contractor and the Contracting Officer.

The Contractor's PWS will be evaluated using criteria established and tailored for the TO (e.g., for a complex TO will likely include requirements to demonstrate understanding of the work, plans and methods for completion, staffing, proposed subcontracting and resumes, management process and oversight and cost; for a less complex TO may be schedule or staffing plan and proposed deliverables).

After contractor submission, the PBGC will negotiate (if applicable) and finalize the technical approach and the performance measures to be used during the period of performance. The COR shall approve in writing the Contractor's PWS and any revisions either (1) being in accordance with the TO or (2) with identified variations constituting a modification to the TO. All approvals shall be prior to commencement of work. The negotiated technical approach and performance measures will be included in the Project Management Plan deliverable due to the PBGC within 10 calendar days of TO award.

In the event that there is a conflict between the requirements of the TO and the Contractor's PWS, the TO shall prevail. In the event that there is a conflict between the requirements of the master IDIQ contract and the requirements of the TO, the contract shall prevail.

PBGC reserves the right to assess the personnel qualifications of, and to approve or disapprove, Contractor staff proposed for a TO.

Any subsequent changes to the project/work plan involving changes in schedules or personnel must be approved by the COR before becoming effective. In addition, any changes in costs must be approved by the Contracting Officer. The Contractor will notify the COR immediately on becoming aware of any issue, (e.g., personnel, cost or schedule change), that may cause a delay in completing the TO on schedule or exceed the cost of the approved TO. In all cases the Contractor must wait until the TO is revised, along with all associated plans and schedules, and obtain the approval of the Contracting Officer before incurring any additional cost.

The Contractor shall appoint a lead person for each TO subject which meets the approval of the COR. The COR will exercise appropriate technical direction and guidance within the scope of each TO. However, only the Contracting Officer can revise the scope of each TO; any revisions must be done so in writing.

If the Contractor, either at the time of receipt of a TO or at any time during the task assignment performance, has reason to believe that the price or level of effort will exceed the estimates set forth in the TO, the Contractor shall immediately notify the Contracting Officer in writing and provide a revised estimate for completion of the work required. The Contracting Officer will make the final determination of the approved price and number of labor hours for each task assignment.

The Contracting Officer's Representative (COR) is TBD who may be reached at TBD . The COR is authorized to assist in monitoring the work under this contract. The COR is responsible for the technical administration of the contract and technical liaison with the contractor. The COR 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 COR is authorized to review and recommend approval of:

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

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

G.3 PBGC 52.231-7000 OTHER DIRECT COSTS (MAY 2012)

The Contractor shall be reimbursed for the actual cost of other direct costs determined to be allowable in accordance with Part 31 of the Federal Acquisition Regulation and authorized by the Contracting Officer or his designee prior to the contractor incurring the charge. If Travel and Per Diem are authorized they will be reimbursed in accordance with the Federal Travel Regulation (FTR) in effect at the time the travel is authorized by PBGC. All travel requirements must be met using the most economical form of transportation available and must be scheduled sufficiently in advance to take advantage of offered discount rates unless waived by the Contracting Officer. You may find the FTR at <http://www.gsa.gov/portal/content/104790>.

G.4 PBGC 52.232-7000 SUBMISSION OF INVOICES (FIXED-PRICE) (SEPT 2017)

- (a) The contractor shall submit invoices for items and/or services rendered by e-mail to: InvoiceManager@pbgc.gov. All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail to: InvoiceManager@pbgc.gov.
- (b) To constitute a proper invoice, the invoice must include the information listed below.
 - (1) Name and address of the contractor.
 - (2) Invoice date and number.
 - (3) Contract number, line item number, and, if applicable, the order number.
 - (4) Description, quantity, unit of measure, unit price, and extended price of the items delivered.
 - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on a Government bill of lading.
 - (6) Terms of any discount for prompt payment offered.
 - (7) Name, title, phone number, e-mail address, and mailing address of official to whom payment is to be sent.
 - (8) Name, title, phone number, e-mail address, and mailing address of official to notify in the event of an improper invoice.
 - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) Electronic Funds Transfer (EFT) banking information.
 - (i) The contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision or contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management).
 - (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(c) Substantiating documentation to be submitted with invoices must include copies of receipts or bills, and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement.

G.5 PBGC 52.232-7001 SUBMISSION OF INVOICES (TIME AND MATERIAL AND LABOR-HOURS) (SEPT 2017)

- (a) A monthly invoice shall be submitted on SF1034 and SF1035 for work performed hereunder by e-mail to: InvoiceManager@pbgc.gov. All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail to: InvoiceManager@pbgc.gov.
- (b) To constitute a proper invoice, the invoice must include the information listed below.
- (1) Name and address of the contractor.
 - (2) Invoice date and number.
 - (3) Contract number, line item number, and, if applicable, the order number.
 - (4) Description, quantity, unit of measure, unit price, and extended price of services performed and any supplies delivered, including:
 - (i) The labor hours by labor category billed, the hourly rate for each labor category billed, and the total dollars billed by labor category for the billing period (meal periods and other labor-hours not directly supporting the contract are not billable), and
 - (ii) The cumulative hours expended and dollars billed from contract inception through the current billing period.
 - (5) Dollar amount withheld, unless the contract is for commercial items awarded under FAR Part 8 or Part 12. Five percent of the total direct labor billed must be withheld after \$1,000,000 has been billed to the contract, up to a ceiling amount of \$50,000, unless other terms have been negotiated. If other terms have been negotiated, they must be included in the contract.
 - (6) Terms of any discount for prompt payment offered.
 - (7) Name, title, phone number, e-mail address, and mailing address of official to whom payment is to be sent.
 - (8) Name, title, phone number, e-mail address, and mailing address of official to be contacted in the event of an improper invoice.
 - (9) Taxpayer Identification Number (TIN), only if required to be on the invoice elsewhere in the contract.
 - (10) Electronic Funds Transfer (EFT) banking information.
 - (i) Only if required to be on the invoice elsewhere in the contract.
 - (ii) If not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision/contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management).
 - (iii) Not required if the Government waived payment by EFT.
- (c) Substantiating documentation to be submitted with the invoice must include the items listed below.
- (1) Copies of time sheets indicating start and stop times of the personnel performing services under this contract (at PBGC's request, the contractor shall make available copies of any of the materials relevant to substantiating the hours billed).
 - (2) Copies of receipts or bills, and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement.

G.6 PBGC 52.232-7003 SUBMISSION OF PAYMENT VOUCHERS (COST REIMBURSEMENT) (SEPT 2017)

- (a) A monthly payment voucher shall be submitted on a SF1034 and a SF1035 for work performed hereunder by e-mail to: InvoiceManager@pbgc.gov. All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail to: InvoiceManager@pbgc.gov.
- (b) To constitute a proper payment voucher, the voucher must include the information listed below.
- (1) Name and address of the contractor.
 - (2) Voucher date and number.
 - (3) Contract number, line item number and, if applicable, the order number.
 - (4) Description, quantity, unit of measure, unit price, and extended price of services performed and any supplies delivered, including:
 - (i) The detailed cost breakdown by cost element for the billing period (meal periods and other hours not directly supporting the contract are not billable), and
 - (ii) The cumulative dollars billed by cost element from the inception of the contract through the current billing period.
 - (5) Terms of any discount for prompt payment offered.

- (6) Name, title, phone number, e-mail address, and mailing address of official to whom payment is to be sent.
- (7) Name, title, phone number, e-mail address, and mailing address of official to be contacted in the event of an improper voucher.
- (8) Taxpayer Identification Number (TIN), only if required to be on the invoice elsewhere in the contract.
- (9) Electronic Funds Transfer (EFT) banking information.
- (i) Only if required to be on the voucher elsewhere in the contract.
- (ii) If not required to be on the voucher, in order for the voucher to be a proper voucher, the contractor shall have submitted correct EFT banking information in accordance with the applicable contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management).
- (iii) Not required if the Government waived payment by EFT.
- (c) Substantiating documentation to be submitted with the voucher must include the items listed below.
 - (1) Copies of time sheets indicating start and stop times of the personnel performing services under this contract (at PBGC's request, the contractor shall make available copies of any of the materials relevant to substantiating the hours billed).
 - (2) Copies of receipts or bills, and proof of payment for any authorized other direct costs for which the contractor is requesting reimbursement.

G.7 PBGC 52.237-7004 TRAINING (MAR 2016)

- (a) All costs associated with any training required to make a contractor employee qualified to perform tasks under this contract shall be borne by the contractor.
- (b) The contractor may be reimbursed for the costs paid for obtaining training on Pension Benefit Guaranty Corporation (PBGC)-specific applications, policies, or procedures. When requesting such training, the contractor shall present a written justification to the Contracting Officer's Representative (COR) which clearly describes the training required, its direct benefits to PBGC, the impact if the training is not obtained, and the total cost of the training including:
 - (1) Salary or wages of contractor employees to be trained;
 - (2) Travel and accommodations in accordance with the Federal Travel Regulation;
 - (3) Tuition and fees when the training is provided by an institution not operated by PBGC or the contractor; and
 - (4) Training materials and textbooks.
- (c) The Contracting Officer (CO) is the designated authority to approve or disapprove training requests and associated training costs. The CO must approve such training requests and costs before the training session begins. Invoices for the costs of approved training must be submitted to the COR, accompanied by valid receipts or other documentation providing proof of payment by the contractor.

G.8 PBGC 52.237-7008 OBSERVANCE OF LEGAL HOLIDAYS (OCT 2018)

The contractor shall establish a holiday schedule for personnel performing under this contract that exactly coincides with the Government's holiday schedule. Holidays peculiar to or dynamically declared by the Government shall be considered as holidays for contractor personnel and are not billable unless work is actually performed on these days. No work will be performed by contractor personnel on Government holidays without prior approval of the Contracting Officer's Representative. Work performed on holidays shall be billable at the regular rate. Government holidays are: (1) New Year's Day, (2) Martin Luther King, Jr. Day, (3) President's Day, (4) Memorial Day, (5) Independence Day, (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, and (13) any other day designated by the President's proclamation.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements

H.1. IT Security

IT security is a priority for PBGC. Support for IT security includes ensuring IT security controls are built into newly developed systems or into the enhancements and changes to each system. Security requirements should be considered for every development effort. In addition, consideration must be given to protecting sensitive data with special protections for personally identifiable information (PII) contained in each system. Included in this area is the review of existing system IT security, analysis of control sufficiency and support for establishment and review of system security plans and configuration baselines. At a minimum, the Contractor shall:

- Maintain each system to ensure conformity to the Government's and PBGC's Systems Security Requirements. This may include the creation or update of system security plans, procedural documentation, and other materials required for the System Accreditation and Authorization (SA&A) of each system.
- Provide analysis of NIST 800-53 controls as related to system architecture and make recommendations for incorporating controls into each system
- Support analysis of vulnerability scan results and remediation of system vulnerabilities
- Incorporate remediation of POAM items into system releases as applicable
- Ensure new systems and/or enhancement to each system comply with Federal and PBGC security requirements and regulations.

H.2 Continuity of Services

The Contractor recognizes that the services under this contract are considered vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them by issuance of a new contract. The incumbent contractor is expected to provide relevant documentation and transition plan.

H.3. Subcontracting

The use of subcontractors is permitted under this contract with approval granted from the Contracting Officer (CO) and COR. A subcontracting plan shall be submitted as part of the proposal to the CO and must be approved prior to onboarding any subcontracted staff.

H.4. Contract Term and Renewal

The planned period of this contract is a base period of one-year from date of award, nine (9) one-year options based on contractor performance and PBGC needs. Exercise of options is at the sole discretion of the Government. Lack of option exercise is not subject to any disputes provision that may be contained in the contract

In the event that the Contractor should desire to modify its labor categories, labor rate schedule, or subcontractors (partners teaming with) the Contractor shall timely inform the Contracting Officer (at least 30 business days before change) of the changes and negotiate with PBGC for any agreement on those changes. Additionally, if needed, PBGC may negotiate with the Contractor new labor categories rates, or subcontractors (teaming partners) to be added to the rate schedule specific to this contract.

All labor categories, rates, or subcontractors (partners) that are proposed when this contract is awarded or added subsequently, are available to be proposed for each task order. When responding to each RFTOP (Request for TO Proposal) the Contractor shall propose the best mix of labor categories to ensure the work is accomplished on-time, within-budget, and with quality.

The Government will review, at least once annually, the contract to determine if it continues to provide the best value. Achievement of work in accordance with performance metrics will be one of the deciding factors in determining whether to exercise an option period. In addition, review and modification of any AQL for a performance metric may be modified to either loosen or strengthen the requirement and shall be reviewed/discussed annually.

The period of performance and deliverables of individual follow-on TOs will be specified in the individual TO. In the event that a TO requires continued performance that extends beyond the current contract terms, the Contractor shall be required to complete performance within the new time frames set forth in the TO provided such period does not extend beyond 12 months after expiration of the overall contract.

Any TO not providing best value to the Government due to any issue(s) identified by the COR shall be addressed immediately and potentially lead to a TO and/or contract cancellation.

H.5 Key Personnel Functions

(a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the

contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

Key Personnel Function	Experience, Expertise and Certifications
EBTS Contract	
Program Manager	• Minimum 7 years of experience with IT software development projects. • 4+ years hands-on experience providing program management support to the Federal government. • Management of large IDIQ contracts. • Written and verbal communication skills, including experience in presenting material to senior Government officials. • Management of manpower utilization, procurement, problem resolution, and employee relations. • Maintenance of program schedules and deliverables completed according to Government requirements. • B.S. or B.A Degree. • Project Management Professional (PMP)®. • PMI's Program Management Professional (PgMP) as preferred.
Project Manager	• Minimum 5 years of Project Management experience working with IT system including Project Management Tool experience working with work break down structures, project structure, scheduling, earn value metrics systems, and Agile. • Project Management Professional (PMP)®. • B.S. or B.A Degree.
The operations lead role	• Minimum 4 years supervising 3-5 persons in automated information systems projects including people of various technical job categories and skills. • Progressively more technically complex responsibilities during the four years. • Bachelor's degree or higher in Information Systems, Information Technology, Computer Science, Engineering, Mathematics, Business, and Management or related field.
System Administrator	• Minimum 4 years of experience in IBM FileNet Content Manager, Thunderhead • Bachelor's degree or higher in Information Systems, Information Technology, Computer Science, Engineering, Mathematics, Business, and Management or related field.
Software Developer (Lead)	• Minimum of 7 years working experience with Red Hat Linux ES 5 or higher, Oracle WebLogic 11g or higher, Java API Programming and web-based technologies

Key Personnel Function	Experience, Expertise and Certifications
	• Bachelor's degree or higher in Information Systems, Information Technology, Computer Science, Engineering, Mathematics, Business, and Management or related field.

(a) Applicability

Contractors creating, working with, or otherwise handling Federal records, as defined in paragraph (b), regardless of the medium in which the record exists.

(b) Definitions

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record includes PBGC records but does not include personal materials; applies to records created, received, or maintained by contractors pursuant to their PBGC contract; and may include deliverables and documentation associated with deliverables.

(c) Requirements

- (1) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a), and PBGC Directive IM 15-03, PBGC's Records Management Program. These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
- (2) In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
- (3) In accordance with 36 CFR 1222.32, contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
- (4) PBGC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of PBGC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor must report the incident to the PBGC Records Management Officer. The agency must report promptly to NARA in accordance with 36 CFR 1230.
- (5) The contractor is required to obtain the Contracting Officer's approval (with the exception of the initial award) prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by Government and PBGC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information, as provided in PBGC 52.209-7002, Handling PBGC Data.
- (6) The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with PBGC policy.
- (7) The contractor shall only use its PBGC e-mail address to conduct business on behalf of PBGC.
- (8) The contractor shall not create or maintain any records containing any non-public PBGC information that is not specifically tied to or authorized by the contract. The contractor must protect any such information as provided in PBGC 52.209-7002, Handling PBGC Data.
- (9) Any request for information, including by an individual pertaining to that individual, shall be directed to the PBGC Disclosure Officer for processing under the appropriate statutory scheme. Information shall be made available only at the discretion of PBGC's Disclosure Officer and subject

to the Freedom of Information Act, 5 U.S.C. Sec. 552, as amended; and any other applicable laws or regulations.

(10) All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take PBGC-provided records management training. The contractor is responsible for confirming training has been completed according to PBGC policies, including initial training and any annual or refresher training.

(d) Flow down of requirements to subcontractors

(1) The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract, and require written subcontractor acknowledgment of same.

(2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

H.3 PBGC 52.209-7001 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2017)

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

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor is ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply. (iii) Nothing in this clause precludes the contractor from offering or selling its standard commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Corporate plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not: (A) use such information for any private purpose unless the information has been released or otherwise made available to the public; (B) compete for work for PBGC based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (D) release such information unless such information has previously been released or otherwise made available to the public by PBGC. (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with all restrictions imposed on disclosure and use of such information.

- (c) Disclosure after award. (1) The contractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. PBGC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, PBGC may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer, and shall include a full description of the requested waiver and the rationale supporting the request. If it is determined to be in the best interests of the Government, the Contracting Officer may grant the waiver, after consultation with the PBGC Office of General Counsel.
- (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 (SAT). 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 Contracting Officer prior to entering into the subcontract.

H.4 PBGC 52.209-7002 HANDLING PBGC DATA (MAY 2017)

- (a) To the extent that the work under this contract requires the contractor to be given access to PBGC data, which includes, but is not limited to, personally identifiable information (PII) and controlled unclassified information (CUI) (collectively, "Sensitive Information"), the contractor shall take measures necessary to restrict access to and safeguard such data from unauthorized use and disclosure.
- (1) For purposes of this clause, PII refers to any information about an identifiable individual maintained by the Pension Benefit Guaranty Corporation (PBGC), including but not limited to an individual's employment, medical and financial history, educational background, and family information that can be used to identify or trace an individual's identity, such as an individual's name, social security number, date and place of birth, mother's maiden name, and biometric records.
- (2) CUI is information that laws, regulations, or Government-wide policies require to have access, safeguarding, or dissemination controls but excluding classified information. For these purposes, CUI includes PBGC records, pension plan and participant records, as well as any other Government information related to work pursuant to this contract and agency information related to existing, proposed, or contemplated legal, policy, program, operational, or similar matters.
- (b) For the purposes of this clause, contractor and subcontractor shall include any officer, partner, employee, or agent of the contractor or the subcontractor, as applicable. The responsibilities and requirements imposed on the contractor under this clause are equally applicable to any subcontractors.

- (c) The contractor is bound by section (m) of the Privacy Act, 5 U.S.C. Sec. 552a(m) and as such, is considered under the Privacy Act to be an employee of the PBGC. Accordingly, the contractor is subject to the criminal penalties of the Privacy Act, 5 U.S.C. Sec. 552a(i).
- (d) If performance of the contract requires the design, development, or operation of a system of records on individuals, the Contractor shall:
- (1) Comply with all Federal statutes, regulations, and guidance for such system of records, including, but not limited to, the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act, including guidance issued by the Office of Management and Budget and the National Institute of Standards and Technology, in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the contractor is to perform.
 - (2) For purposes of this clause:
 - (i) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - (ii) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint, voice-print, or photograph.
 - (iii) "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- (e) Prior to starting work on this contract, all contractor employees assigned to work on this contract shall be required to take any training required by PBGC to gain access to PBGC data or information systems. In addition, contractor employees working on this contract will be required to complete mandatory annual refresher training. Failure to complete this training by the required deadlines may result in the contractor employee's access to PBGC data being terminated until said training requirement is fulfilled.
- (f) The contractor agrees to maintain PBGC Data in the strictest confidence. The contractor also agrees not to publish, reproduce, or otherwise divulge PBGC data 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 limit access to PBGC data to those contractor employees needing such information to perform the work required under this contract.
- (g) The Contracting Officer's Representative (COR) may require the contractor to obtain the written agreement of any contractor employees permitted access to PBGC data whereby the employee agrees not to discuss, divulge, or disclose any such information to any person or entity not directly concerned with performance of the contract work.
- (h) If requested by the COR, the contractor shall sign an agreement whereby the contractor agrees not to discuss, divulge, or disclose any such information to any person or entity not directly concerned with performance of the contract work. A copy of any such agreement shall be provided to the COR. The contractor also may be required to provide the COR with reports itemizing the Sensitive Information received from each company under this contract.
- (i) The contractor shall not remove PBGC data, whether in paper or electronic format, from approved locations or electronic storage without Contracting Officer's (CO's) prior, written approval. The contractor shall not disclose any Sensitive Information to subcontractors or other third parties unless the information is specifically related to the contract work. The contractor shall not knowingly violate any statutory or regulatory restrictions against the disclosure of Government records.
- (j) The contractor shall administer a monitoring process to ensure compliance with the provisions of this clause and shall notify PBGC within 60 minutes of discovery, in writing, in the event that the

contractor determines or has reason to suspect an incident impacting the confidentiality, integrity, or availability of PBGC data.

(1) In such situations, the contractor shall notify the PBGC Service Desk by telephone (202-326-4000, ext. 3999) and, thereafter, the contractor shall immediately e-mail the PBGC Service Desk (desk.service@pbgc.gov) and also shall send a copy of the e-mail message to the COR or to the Point of Contact for an Interagency Agreement, as appropriate.

(2) If the incident involves, or may involve, Sensitive Information, the contractor shall also immediately e-mail the PBGC Privacy Office (Privacy_Breach@pbgc.gov).

(3) The contractor shall designate and identify an individual who will be responsible for the notifications required under this paragraph and who shall be responsible to receive responses from the COR or the PBGC Chief Privacy Officer. Report of an incident, including a breach of PII, by itself, shall not be interpreted as evidence that the contractor or subcontractor failed to provide adequate safeguards for PBGC data.

(k) The contractor shall:

(1) Conduct a full investigation of any security incidents and privacy breaches,

(2) Provide written updates regarding the investigation in accordance with a schedule set by the agency, and

(3) Notify, and provide a copy of the incident or breach report to, the agency, in writing, when the contractor closes the incident/breach.

(1) In addition, the contractor shall provide full access and cooperation, including, but not limited to, inspection, investigation, and forensic analysis, to facilitate an investigation and resolution of any security incidents and privacy breaches and when appropriate to the circumstances, shall implement immediate corrective actions to contain and prevent a recurrence.

(m) The contractor and subcontractor shall maintain the capability to:

(1) Determine what PBGC data was or could have been accessed and by whom;

(2) Construct a timeline of the breach to the extent possible;

(3) Determine the methods and techniques used to access PBGC data; and

(4) Identify the initial attack vector, if applicable.

(n) The contractor shall provide identity protection services equivalent to those available to PBGC through the US General Services Administration Blanket Purchase Agreement for any individual affected by a breach of PII. The contractor shall provide the identity protection services for the time period that PBGC would provide had a federal employee been responsible for the breach.

(o) The contractor may be requested to remove from any further contract work any employee who improperly discloses PBGC data. The reason for the removal shall be documented, in full, for the CO. The PBGC may terminate this contract for cause or default if the contractor fails to comply with the provisions of this clause and also may exercise any other rights and remedies provided by law or this contract, including criminal and civil penalties.

(p) Any request for information, including a request by an individual pertaining to that individual, shall be directed to PBGC's Disclosure Officer for processing under the appropriate statutory scheme. Information shall be made available only at the discretion of PBGC's Disclosure Officer 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; and any other applicable laws or regulations.

(q) This clause does not apply to PBGC data which has been released to the public by the PBGC or has become part of the public domain through no fault of the contractor. To avoid any implication that the contractor has disclosed PBGC data, the contractor must be able to demonstrate that the information was already in its possession at the time of receipt from the PBGC and was not acquired directly or indirectly from the Government, from other companies, or made available to the public by the contractor's breach of this clause.

(r) Within 30 days of contract completion, termination, or expiration, the contractor shall return or destroy all copies of PBGC data, whether furnished by PBGC or created by the contractor. The contractor's obligation to maintain confidentiality of all PBGC data shall continue after completion, termination, or expiration of this contract.

(s) The contractor shall place the requirements contained in this clause in all subcontracts entered into pursuant to the contract where the subcontractor may have access to PBGC data. The contractor also agrees to enforce the requirements of this clause against any and all subcontractors under this contract.

(END OF CLAUSE)

H.5 PBGC 52.216-7003 CEILING PRICE (FEB 2013)

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 for the Base Year Performance Period, and any Option Periods, 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.

H.6 PBGC 52.237-7002 FITNESS DETERMINATION (SEPT 2017)

(a) Pension Benefit Guaranty Corporation (PBGC) designates positions at the Public Trust level and conducts the appropriate level background investigations on all personnel who have access to PBGC facilities, information, and/or information systems. This clause identifies PBGC's personnel security requirements applicable to United States (US) Citizens and Foreign Nationals residing and performing services within the US and its territories, and Foreign Nationals residing and performing services outside the US and its territories.

(1) As used in this clause - "Foreign Nationals" means an individual who is a citizen of any country other than the US.

(2) As used in the clause - "Fitness Determination" means a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a Federal agency.

(b) US Citizens and Foreign Nationals Residing and Performing Services within the US and its Territories.

(1) The PBGC shall require all contractor (and subcontractor) employees to submit to a background investigation commensurate with the duties and responsibilities of their position as per Homeland

Security Presidential Directive 12 (HSPD-12), Title 5 CFR Part 731, Executive Order 13488, and other applicable Federal mandates and guidance.

- (2) Foreign Nationals who are legal residents must possess a minimum of three consecutive years of residential history within the US or its territories. Additionally, contractor employees shall provide a copy of their VISA (work permit) or alien registration card (Form I-151) to demonstrate they have been lawfully authorized to work and/or admitted for permanent residence.
- (3) The contractor shall comply with all background investigation requirements to facilitate the fitness determination process. Failure to comply with applicable PBGC security policies may result in one, or a combination, of the following actions:
 - (i) Corrective action, up to and including contract termination for continued non-compliance
 - (ii) Documented non-compliance on the Contractor Performance Assessment Report (CPAR)
 - (iii) Removal of contractor employee for non-compliance.
- (4) Prior to commencing work, contractor personnel must be appropriately cleared by PBGC's Security through the pre-screening process as follows:
 - (i) PBGC shall require contractor applicants to undergo a preliminary fingerprint check conducted by the Office of Personnel Management (OPM).
 - (ii) Contractor applicants shall enroll for the fingerprint check in person at PBGC Headquarters (1200 K Street, NW, Washington, DC 20005) or a General Services Administration (GSA) Open-Enrollment site/credentialing center.
 - (iii) When favorable fingerprint results are received from the OPM, PBGC Security shall notify the Contracting Officer's Representative (COR) regarding an official entrance on duty date for contractor personnel. Completion of the pre-screening process takes approximately 5 to 10 business days.
 - (iv) Favorable fingerprint check results are considered a preliminary verification of fitness, as all contractor employees must undergo a background investigation for thorough fitness determination.
- (5) The COR shall provide the contractor with the appropriate new hire forms and shall provide the contractor instructions for completing the new hire process.
- (6) The background investigation will be processed utilizing OPM's Electronic Questionnaire for Investigative Processing (e-QIP). Information submitted via e-QIP is due within 14 calendar days from notification of e-QIP initiation.
 - (7) PBGC shall review each background investigation in its entirety and adjudicate the fitness of contractor employees requesting access to PBGC facilities, information, and/or information systems. PBGC contractors shall employ and/or retain only those persons found fit for employment.
- (i) PBGC has the authority to grant, deny, terminate, and/or bar an individual from working under a PBGC contract, or otherwise restrict the individual's role under a PBGC contract as applicable. A favorable fitness determination is not necessarily a decision for a contractor to employ an individual.
- (ii) If the adjudication is unfavorable, or if PBGC finds a contractor employee to be unfit for their assigned duties, the PBGC Personnel Security Officer shall contact the contractor to effect the immediate removal of the contractor employee from the PBGC contract and premises.
- (iii) PBGC's Personnel Security Officer will review each completed background investigation, adjudicate each completed background investigation, and will make a non-appealable final fitness determination. The PBGC Personnel Security Officer will provide written notice of the final unfavorable fitness determination to the contract employee.
- (iv) PBGC will accept existing fitness determinations for contractor employees who have had recent background investigations at the appropriate risk level of the contractor position, as established by either the COR or the PBGC Personnel Security Officer. PBGC has the authority to invoke reciprocal acceptance for previous background investigations, if conditions pursuant to Executive Order 13488 apply.

- (8) The contractor employees governed by this contract may need to access sensitive PBGC information, for example Personally Identifiable Information (PII) or proprietary information. PBGC reserves the right to determine fitness for contractor employees and deny access to any sensitive information or project specific area to any personnel for any cause.
- (9) The contractor shall notify their COR at least 24 hours prior to the separation date of any contractor employee and comply with all PBGC separation procedures.
- (c) Foreign Nationals Residing and Performing Services Outside the US and its Territories
- (1) The contractor shall ensure all contractor (and subcontractor) employees providing services to PBGC undergo a background investigation. When contractor employees providing services to PBGC are located outside the US or its territories, and do not possess US Citizenship or a US Alien Registration Number, their background investigation must be completed by a reputable third party background investigation vendor acceptable to PBGC. Additionally, the cost of each background investigation shall be the responsibility of the contractor.
- (2) The contractor shall facilitate the fitness determination process for contractor employees residing outside the US and its territories and that do not possess US Citizenship or a US Alien Registration Number.
- (3) The requirements below must be agreed upon prior to contract award:
- (i) Background investigation must be completed and adjudicated favorably, by PBGC, prior to the Foreign National contractor employee's first day of employment under the contract and prior to being provided access to PBGC facilities, information, or information systems;
- (ii) PBGC's Personnel Security Officer must receive the full background investigation report and all supporting documentation;
- (iii) PBGC's Personnel Security Officer will review each completed background investigation, adjudicate each completed background investigation, and will make a non-appealable final fitness determination;
- (iv) The contractor and contractor employee shall fully cooperate with the PBGC Personnel Security Officer.
- (4) Foreign National background investigations for moderate and high risk level positions must include the following components and all supporting documentation:
- (i) Residential Verification - Last seven years to current.
- (ii) Identity Verification - Copy of two forms of government-issued identification. One form of identification MUST be picture identification.
- (iii) Education Verification - Highest degree obtained.
- (iv) Employment Verification - Last seven years of employment. Supporting documentation included.
- (v) Criminal Background Check - Last seven years. Evidence of request and summary of results.
- (vi) Professional License/Credential Verification - Copy of all applicable licenses/credentials held by the subject.
- (vii) Personal References - Three personal references from individuals not related to the subject.
- (viii) Bankruptcy Records - Most recent records, last seven years.
- (ix) International Civil Records - Evidence of request and summary of results.
- (x) International Enforcement and Sanction List - Evidence of request and summary of results.
- (xi) Media Searches - Evidence of request and summary of results.

H.7 PBGC 52.237-7004 TRAINING (MAR 2016)

- (a) All costs associated with any training required to make a contractor employee qualified to perform tasks under this contract shall be borne by the contractor.
- (b) The contractor may be reimbursed for the costs paid for obtaining training on Pension Benefit Guaranty Corporation (PBGC)-specific applications, policies, or procedures. When requesting such training, the contractor shall present a written justification to the Contracting Officer's Representative (COR) which clearly describes the training required, its direct benefits to PBGC, the impact if the training is not obtained, and the total cost of the training including:
- (1) Salary or wages of contractor employees to be trained;
 - (2) Travel and accommodations in accordance with the Federal Travel Regulation;
 - (3) Tuition and fees when the training is provided by an institution not operated by PBGC or the contractor; and
 - (4) Training materials and textbooks.
- (c) The Contracting Officer (CO) is the designated authority to approve or disapprove training requests and associated training costs. The CO must approve such training requests and costs before the training session begins. Invoices for the costs of approved training must be submitted to the COR, accompanied by valid receipts or other documentation providing proof of payment by the contractor.

H.8 PBGC 52.237-7005 INFORMATION SECURITY TRAINING (MAR 2016)

- (a) The Contracting Officer's Representative (COR) will arrange for the contractor to receive training on the Privacy Act, personally identifiable information (PII), and Pension Benefit Guaranty Corporation (PBGC) information security policies and procedures. In certain situations, the contractor may be required to send some personnel to such training sessions and then have those employees deliver the training to the remaining contractor personnel.
- (b) All contractor personnel who may require access to PBGC information and information systems, including systems with PII, shall be required to complete information security training prior to obtaining approval for entrance on duty, and obtain a positive fitness determination prior to gaining access to PBGC information and information systems. Information security training shall be repeated annually, and contractor employees who fail to complete this training requirement within established deadlines may lose access to PBGC information and information systems.
- (c) All contractor employees shall be required to complete Privacy Act training which also includes training regarding the protection of PII. Privacy Act training shall be repeated annually, and contractor employees who fail to complete this training requirement within established deadlines may lose access to the PBGC information and information systems.
- (d) Contractors may request the COR to waive the Privacy Act training requirement for contractor personnel who will not require access to PBGC information or information systems. The COR has the discretion to consider the waiver request solely on the basis of the best interests of PBGC.

H.9 PBGC 52.237-7006 PROFESSIONAL ATTIRE (OCT 2018)

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 athletic shoes, jeans, sweat pants, stretch pants, collar-less shirts, spaghetti-strap tops, and bare midriff tops. The contractor shall ensure that its personnel exercise sound judgment in their choice of attire.

H.10 PBGC 52.237-7007 DISPLAY OF PBGC IDENTIFICATION BADGES (FEB 2013)

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/documents/GA_10_9.pdf

All contract and sub-contract employees whose duties under this contract require their presence on designated PBGC facilities shall be clearly identifiable by a distinctive badge furnished by PBGC and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises in accordance with PBGC Directive Number GA-10-9. The PBGC-issued photo Identification Badge must be visible and be displayed at or above the waist. Badges may be displayed from either lanyard or clip style holders. The badge must be available for building security officer inspection in order to authenticate and validate.

Contractors that arrive to work without their Badge must: report to the Security Desk located in the 1200 K Street lobby; sign-in to the appropriate Log Book; present a valid government-issued form of photo identification to the security officer; contact a co-worker to vouch for him/her by signature in the log book; and, receive and display a temporary badge which shall be visible at all times and displayed at or above the waist.

Contractors shall be responsible for the care and protection of their Badge and promptly report all instances of loss or theft and initiate immediate action to replace the lost or stolen Badge. Contractors must relinquish their Badge upon separation or upon any circumstances which make the continued possession or use inappropriate.

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

(End of Clause)

H.11 PBGC 52.239-7000 SECTION 508 ACCESSIBILITY STANDARDS (MAR 2016)

(a) The Pension Benefit Guaranty Corporation (PBGC) is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to insure that all electronic and information technology (EIT) is accessible to individuals with disabilities within its employment and for all members of the public with disabilities who are seeking to do business with the PBGC. Access must be comparable to that which is offered to similar individuals who do not have disabilities.

(b) The Section 508 accessibility standards have been prescribed by the Architectural and Transportation Barriers Compliance Board ("Access Board") and incorporated in the Federal Acquisition Regulation. (See <http://www.access-board.gov/sec508/508standards.htm> and 36 CFR 1194.) These same accessibility standards have been approved by the PBGC Technical Review Board and adopted by the PBGC Office of Information Technology Governance and Compliance Board.

(c) All EIT procured through this contract must meet the applicable accessibility standards which have been promulgated by the Access Board and adopted by the PBGC. Further information on the applicable accessibility standards can be found in the Requirements Section of this solicitation and the resulting contract.

(d) All contract deliverables must conform to the applicable Section 508 accessibility standards as specified in the Requirements Section of this solicitation and the resulting contract.

(e) No contract deliverables will be accepted as final deliverables until the contractor demonstrates to the Contracting Officer's Representative (COR) that the deliverables comply with the applicable Section 508 accessibility standards. In the event of a dispute between the contractor and the COR as to whether the contract deliverables satisfy the accessibility standards, the COR's assessment of Section 508 compliance will control. The contractor shall make all additional changes to the contract deliverables required by the COR's assessment at no additional charge to PBGC.

H.12 PBGC 52.239-7001 INFORMATION TECHNOLOGY SOLUTIONS LIFE CYCLE MANAGEMENT (MAR 2016)

(a) The contractor is responsible for adhering to the version of the Pension Benefit Guaranty Corporation (PBGC) Information Technology (IT) policies, processes, procedures and standards for managing the delivery of any IT solutions required by this contract, including the Information Technology Solutions Life Cycle Management (ITSLCM) framework, which exists as of the date of contract award. All contract deliverables shall cite the version of the ITSLCM being followed.

- (b) The contractor shall adhere to the current version of the Technical Reference Model (TRM) for all products and technology required by this contract. All contract deliverables shall cite the version of the TRM being followed.
- (c) The contractor shall conform to and, to the extent permitted within the scope of this contract, further the implementation of PBGC's Enterprise Target Architecture and its principles.
- (d) The contractor shall use an industry best practice modular development methodology such as Agile, Waterfall, or Iterative and shall submit deliverables in at least six-month increments. In coordination with the COR, the contractor shall finalize the appropriate ITS LCM deliverables as directed and support the COR in complying with the requirements of the IT Governance Coordination Board.
- (e) In regard to costs and associated data, the contractor shall
 - (1) Categorize, track, and report the total life cycle costs, including the costs of planning, development/modernization/enhancement (DME), steady state, labor, capital and other assets, of IT solutions;
 - (2) Establish, track, and report cost and schedule data for IT programs and projects in the PBGC-provided system of record (unless a different tool is approved by the Chief Information Officer or the designee); and
 - (3) Ensure IT program and project life cycle costs and schedules are baselined properly, that Earned Value Management metrics for DME projects are reported in a timely manner, and that corrective actions are exercised as necessary.
- (f) The COR will use the PBGC-provided system of record (or the approved alternative tool) as the primary source to verify the contractor's invoices.
- (g) The contractor shall work with the COR to identify appropriate members and stakeholders for any Integrated Program Team.
- (h) The contractor shall work with the COR and Information System Owners to maintain separation of duties and to determine required access to information systems for development, testing and production purposes.

H.13 PBGC 52.239-7004 CLOUD MANAGED SERVICES (APR 2016)

(a) FEDRAMP REQUIREMENTS BASELINE

Under this contract, the contractor shall deliver managed services to the PBGC in accordance with the federal policy for the protection of federal information in cloud services as found in the Office of Management and Budget (OMB) Memo on the Security Authorization of Information Systems in Cloud Computing Environments (December 2011). This policy is the basis for the Federal Risk and Authorization Management Program (FedRAMP) which seeks to develop a trusted, cost-effective and risk-based relationship between federal agencies and cloud service providers (CSPs). In order to achieve the policy objectives of the OMB Memo and to ensure the integrity, security and confidentiality of the PBGC's information and information systems in the cloud environment, the contractor shall comply with the controls in the most recent FedRAMP cloud computing security requirements baseline for moderate impact systems.

For purposes of this contract clause, managed services are defined as an IT-enabled business capability provided by a commercial organization and delivered through cloud platforms.

(b) REQUIRED DOCUMENTATION AND ACCESS

1. Cloud Computing Services from Joint Accreditation Board (JAB)-Certified Cloud Service Providers (CSP)

During contract performance, the contractor, a JAB-certified CSP utilizing a cloud platform, shall deliver managed services to the PBGC and shall maintain the following documentation using the most current FedRAMP requirements and templates: (<http://FedRAMP.gov>)

- a. Security Assessment Report (SAR)
- b. System Security Plan (SSP)
- c. Plan of Action and Milestones (POA&M)
- d. Continuous Monitoring Plan (CMP)

e. Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

This documentation shall be updated and delivered to the Contracting Officer's Representative (COR) within 90 calendar days of any updated FedRAMP requirements. Otherwise, this documentation shall be updated and delivered to the COR within 30 calendar days of any serious physical or logical changes at the data center(s) housing any government-provided data where changes may impact the CSP's operations or security.

For purposes of this contract clause, a serious physical or logical change at the contractor's data center(s) means that a loss of confidentiality, integrity, or availability of government-provided information might:

- a. cause a significant degradation in mission capability to an extent and duration that the CSP is able to perform its primary functions, but the effectiveness of the functions is significantly reduced;
- b. result in significant damage to CSP assets;
- c. result in significant financial loss to the CSP; or
- d. result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.

2. Cloud Computing Services from Agency-Certified Cloud Service Providers

During contract performance, the contractor, an agency-certified CSP utilizing a cloud platform, shall provide managed services to the PBGC and shall maintain the following documentation using the most current FedRAMP requirements and templates: (<http://FedRAMP.gov>)

- a. Privacy Impact Assessment (PIA)
- b. Security Assessment Report (SAR)
- c. System Security Plan (SSP)
- d. IT System Contingency Plan (CP)
- e. IT System Contingency Plan Test Results (The COR will notify the contractor if it needs to meet this requirement.)
- f. Continuous Monitoring Plan (CMP)
- g. Plan of Action and Milestones (POA&M)
- h. Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

This documentation shall be updated and delivered to the COR within 90 calendar days of any updated FedRAMP requirements. Otherwise, this documentation shall be updated and delivered to the COR within 30 calendar days of any serious physical or logical changes at the data center(s) housing any government-provided data where changes may impact the CSP's operations or security.

For these purposes, a serious physical or logical change at the contractor's data center(s) shall be understood and applied in accordance with the definition in paragraph (b)1., above.

3. Compliance Review

The contractor shall make available to PBGC or its designated agent any documentation and any physical and logical access needed to support the contractor's compliance with the documentation and other requirements set forth in this contract clause. When requested by the COR, the contractor shall make appropriate personnel available for interviews during any such compliance reviews.

(c) PERSONNEL SCREENING

1. Physical Access Requirements

The contractor shall comply with the most recent issuance of PBGC Directive GA 10-11, PBGC HSPD-12 Credential Issuance for Federal Employees and Contractors, which mandates procedures for ensuring the suitability and reliability of personnel in accordance with the physical access requirements of the Homeland Security Presidential Directive (HSPD) 12.

2. Entrance on Duty and Separation Procedures

The contractor shall comply with the most recent issuance of PBGC Directive PM 05-1, PBGC Entrance on Duty and Separation Procedures for Federal and Contractor Employees, which mandates procedures to ensure a robust personnel and physical security program that protects the integrity and safety of all PBGC personnel, data and property.

(d) REPORTING REQUIREMENTS

1. System Security and Continuous Monitoring Plans

During every year of contract performance, the contractor shall submit verification to the COR that its SSP and CMP remain valid in accordance with the most current FedRAMP Cloud Computing Security Requirements Baseline for moderate impact systems. The COR will determine the timing of these annual verification reports.

2. Continuous Monitoring Efforts

The contractor shall report on a weekly basis and through an electronic dashboard the output of its continuous monitoring efforts. The PBGC must have an ability to connect electronically to the contractor's dashboard. The contractor is responsible for mitigating any and all security risks found during any continuous monitoring activities.

3. Security Assessment Report

If any contractor is subject to an assessment of its SAR, then the contractor shall deliver the assessment results to the COR within 30 calendar days of receiving the report.

4. Discovered Weaknesses and Plan of Action and Milestones Documents

All discovered weaknesses to be remediated shall be subject to a POA&M document. The contractor shall submit an updated POA&M report quarterly to the COR.

The contractor shall report to the COR any weakness of a severe or catastrophic adverse effect on its security posture within 24 hours or any weakness of serious adverse effect within five calendar days from the time the weakness was discovered. The contractor shall mitigate any severe, catastrophic or serious weakness in a POA&M document and deliver monthly progress reports to the COR until the weakness is resolved.

a. For purposes of this contract clause, a severe or catastrophic adverse effect on the security posture of the CSP means that a loss of confidentiality, integrity, or availability of government-provided information might:

- i. cause a severe degradation in or loss of mission capability to an extent and duration that the CSP is not able to perform one or more of its primary functions;
- ii. result in major damage to CSP assets;
- iii. result in major financial loss to the CSP; or
- iv. result in severe or catastrophic harm to individuals involving loss of life or serious life-threatening injuries.

b. For purposes of this paragraph, a serious adverse effect on the CSP shall be understood and applied in accordance with the definition in paragraph (b)1., above.

Every three years, the contractor shall have conducted a security assessment and authorization process by a FedRAMP-accredited third-party assessing organization (3PAO) and shall submit the resulting SAR to the COR within 30 calendar days of receipt. The contractor shall mitigate any identified gaps and vulnerabilities utilizing a POA&M document and shall deliver monthly progress reports to the COR until the identified gaps and vulnerabilities are resolved. The PBGC will determine the risk rating of such vulnerabilities.

5. Designated Personnel

The contractor shall provide a list of its personnel who shall receive security alerts, advisories and directives. The list will provide names and roles in regard to system administration, monitoring and security responsibilities and if applicable, shall include the list of FedRAMP personnel also required to receive security alerts, advisories and directives.

6. Unanticipated Threats or Hazards

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

7. Computer Security Incidents

The contractor shall report all computer security incidents to the United States Computer Emergency Readiness Team (US-CERT) in compliance with the most current version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61. Any incident that involves compromised Personally Identifiable Information (PII) shall be reported to the US-CERT within one hour of detection regardless of the incident category reporting timeframe. The contractor also shall report to the PBGC Chief Privacy Officer in the Office of the General Counsel any incident reported to the US-CERT within 24 hours of the report to the US-CERT.

If required, the contractor shall comply with the NIST SP 800-86 in regard to the integration of forensic techniques in its response to the security incident. The NIST publication will define the procedures, issues and technologies the contractor shall use to resolve the incident.

(e) STORING AND HANDLING GOVERNMENT AND GOVERNMENT-PROVIDED INFORMATION

1. Contractor's Data Centers

The contractor shall identify all data centers where the PBGC's data shall reside whether it is the PBGC's data at rest, data as a backup or otherwise. All data centers shall reside within the boundaries of the continental United States. The contractor shall ensure that the PBGC's data remain solely within the identified data centers unless the Contracting Officer (CO) provides written consent for the information to be released or removed from the authorized boundary, including a move to a new data center.

2. Physical Security

The contractor shall ensure that the network infrastructure and the structural facilities housing the network infrastructure are physically secure.

3. Controlled Unclassified Information (CUI)

Any information, including financial data, personally identifiable information (PII) and confidential information, made available to the contractor by the PBGC and any information gathered, developed, created for or delivered to the PBGC by the contractor pursuant to this contract shall be considered as Controlled Unclassified Information (CUI). The contractor shall protect all such CUI collected, developed, hosted and/or stored on its infrastructure.

The contractor shall not publish or disclose in any manner, without the CO's written consent, the details of any safeguards designed or developed by the contractor under this contract or otherwise provided by the government to safeguard CUI. The contractor shall comply with the most recent version of PBGC Clause 52.209-7000, Handling Sensitive Information, to ensure the security, integrity and confidentiality of any and all PBGC and PBGC-provided information. The contractor shall protect all PBGC and contract-related data and information against unauthorized modification, theft or destruction.

4. Encryption Requirements

The contractor shall provide security mechanisms for handling data at rest and in transit in accordance with the contract performance requirements. The contractor shall document its activities, including a chain of custody to ensure accountability, when transporting PBGC information stored on digital and non-digital media and shall employ cryptographic mechanisms to protect the confidentiality and integrity of this information during transport outside of controlled areas.

Digital media containing PBGC information that is transported outside of controlled areas shall be encrypted. Non-digital media including but not limited to CD-ROMs and floppy disks, shall be secured by locking the media in a container. PBGC data residing on mobile or portable devices (e.g., USB flash drives, external hard drives, and SD cards) must be encrypted. All PBGC data residing on laptop computing devices must be protected with NIST-approved encryption software.

5. Cryptography for Digital Signatures

The contractor shall provide a cryptography system for digital signatures that implements an encryption standard that provides for origin authentication, data integrity, and signer non-repudiation.

6. Transmitting Information

The contractor shall ensure that all CUI government information, other than unrestricted information, being transmitted from the PBGC to external entities using cloud services is inspected by Trusted Internet Connections (TIC) processes. Alternatively, the contractor shall route all external connections through a TIC.

7. Identification and Authentication (PBGC and PBGC Contractor Users)

The contractor shall support a secure, multi-factor method of remote authentication and authorization for identified PBGC system administrators in accordance with contract performance requirements.

The contractor shall support multi-factor authentication including a method of authentication or integration with the existing PBGC system, including the PBGC's system for Personal Identity Verification (PIV) cards.

8. Identification and Authentication (Non-PBGC and Non-PBGC Contractor Users)

The contractor shall support a secure, multi-factor method of remote authentication and authorization to identified contractor administrators that will allow contractor-designated personnel the ability to perform administrative duties on the contractor's system housing the CUI and other PBGC and PBGC-provided data and information.

9. Rights in Data

The PBGC retains unrestricted rights to all government data provided the contractor. PBGC retains ownership of the PBGC's data and its applications hosted on the contractor's infrastructure. The contractor shall provide all requested materials, data and information to the PBGC within 24 hours of a written request and at no additional cost to the PBGC.

10. Handling Sensitive Information

To provide evidence of its efforts to safeguard against threats and hazards and in accordance with the provisions of FAR 52.239-1, Privacy or Security Safeguards, the contractor shall provide the PBGC or its delegated agents with access to the contractor's facilities, installations, technical capabilities, operations, documentation, records and databases within 72 hours of a written request.

If the PBGC exercises its right to access the contractor's facilities, the contractor shall allow the PBGC or its delegated agents to perform forensic testing to evaluate vulnerabilities in the processing, release, transportation or storage of the PBGC information.

The PBGC also reserves the right to conduct security assessment activities including control reviews in accordance with FedRAMP requirements. Control review activities include but are not limited to conducting wireless scanning, including:

- a. Authenticated and unauthenticated operating system vulnerability scans;
- b. Authenticated and unauthenticated web application vulnerability scans, if applicable;
- c. Authenticated and unauthenticated database application vulnerability scans, if applicable.

Automated scans may be performed by the PBGC or its delegated agents using PBGC-operated equipment and PBGC-specified tools.

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

(f) CONTRACT WORK PAPERS AND DELIVERABLES

1. Contract Deliverables

The contractor shall use cryptographic mechanisms and certified encryption modules that comply with the NIST Federal Information Processing Standard (FIPS) Publication 140-2. All contract deliverables shall be labelled as CUI. External transmission or dissemination of contract deliverables to or from PBGC equipment or information systems shall be encrypted.

2. Disposition of Government Property

All materials provided to and generated by the contractor remain the property of the PBGC. The contractor may not release any materials, information or data associated with the contract without the CO's written consent.

The CO shall provide the contractor with written instructions pertaining to the disposition of all contract-related materials and data. The CO may require all PBGC equipment, all preliminary contract deliverables, all associated working papers, data, documents and other materials deemed relevant that have been used, provided to, gathered or generated by the contractor in the performance of the contract to be returned to PBGC or destroyed in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

(g) RECORDS MANAGEMENT

The contractor shall be responsible for maintaining all records pertaining to this contract in a manner that retains their functionality and integrity throughout the life cycle of the records, including maintaining links between records and metadata. The contractor's system of records management for retaining and archiving records shall conform with the standards established by the National Archives and Records Administration (NARA). The contractor shall retain and dispose of electronic records, including electronic mail records, in accordance with the requirements of 36 CFR sections 1236.20 and 1236.22 and with NARA bulletins pertaining to managing records in a cloud computing environment.

(h) RIGHTS AND LIABILITIES

The contractor shall indemnify, defend, and hold the PBGC harmless from all liabilities, damages, and costs arising from a third party claim that the technology used to provide the services pursuant to this contract infringes or misappropriates any patent, copyright, trade secret or trademark of such third party.

(i) SUBCONTRACT AGREEMENTS

The provisions of this clause shall flow down to any and all subcontract agreements and shall be binding on any subcontractors responsible for performance of any contract activities.

H.14 PBGC 52.242-7000 POSTAWARD CONFERENCE (MAR 2016)

(a) After contract award, the Contracting Officer (CO), supported by the Contracting Officer's Representative (COR), will conduct a postaward conference for appropriate contractor and Pension Benefit Guaranty Corporation (PBGC) personnel. The COR and other PBGC personnel, as appropriate, will remain available to the contractor on an ongoing basis for consultation and guidance, as needed, during the period of performance of the contract.

(b) During the postaward conference, the CO or COR will provide instructions regarding PBGC's procedures for on-boarding for contractor employees, including the mandatory information security training which must be completed before access to PBGC information or information systems will be permitted. The CO or COR will also address PBGC policies, procedures, and processes, and furnish information on locating electronic copies of any PBGC directives, policies, or procedures required by the contractor. The CO or COR will provide instructions regarding the separation of contractor personnel at the end of contract performance and will explain the responsibilities of the contractor employees in disposing of all PBGC information and materials associated with contract performance.

(c) The postaward conference will be held at 1200 K Street, NW, Washington, DC (PBGC Headquarters) and will be conducted within seven business days following contract award. The contractor will be informed of the date, time, and room number where the conference will be conducted.

SECTION I CONTRACT CLAUSES

- I.1 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
(Reference 52.203-13)
- I.2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
(Reference 52.204-9)
- I.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)
(Reference 52.212-4)
- I.4 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)
(Reference 52.215-2)
- I.5 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 52.215-8)
- I.6 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
(Reference 52.215-10)
- I.7 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)
(Reference 52.215-11)
- I.8 52.216-8 FIXED FEE (JUN 2011)
(Reference 52.216-8)
- I.9 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)
(Reference 52.219-9)
- I.10 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)
- I.11 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)
- I.12 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)
- I.13 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 52.239-1)
- I.14 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 52.242-15)
- I.15 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)
- I.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (OCT 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

(5) [Reserved]

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

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

(ii) Alternate I (Nov 2011) of 52.219-3.

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

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

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

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

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

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

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

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(ii) Alternate I (Feb 1999) of 52.222-26.

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

(ii) Alternate I (July 2014) of 52.222-35.

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

(ii) Alternate I (July 2014) of 52.222-36.

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

(38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun, 2016) (E.O. 13693).

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

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

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

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

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

(49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

(53) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

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

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

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

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

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

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018),(41 U.S.C. chapter 67).
- (xiii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

I.17 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

I.18 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through last day of the period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.19 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 14, 2034.

(End of Clause)

I.20 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 1 day prior to the expiration of the period of performance.

(End of Clause)

I.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the expiration of the Period of Performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months

(End of Clause)

I.22 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):

<https://www.acquisition.gov>

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The attachment numbering aligns with the section of the RFP that references the attachment.

- Example: B.5 IDIQ Price Schedule is labeled B.5 because RFP section B.5 is the Price Schedule section of the RFP.
- The letters a and b indicate there is more than one attachment referenced in that section of the RFP.

Attachment B.5 – EBTS IDIQ Price Schedule

Attachment B.5 – EBTS TO 1 Price Schedule

Attachment C – Acronym List

Attachment C.1 – OIT Organization Chart

Attachment C.2 – EBTS Environment and Requirements

Attachment C.2.a – TRM AD Tools

Attachment C.4.2.a - IT Solutions Life Cycle Management (ITSLCM) Framework

Attachment C.4.2.b – ITSLCM Handbook

Attachment C.6 - Performance Standards

Attachment L.2. 1 – EBTS Task Order Request 1

Attachment L.2.1.2 – Proposed Staffing by Labor Category

Attachment L.3.a – EBTS Labor Category Crosswalk

Attachment L.3.b – EBTS Proposed Labor Rate Buildup

Attachment L.5 - Solicitation Questions Template

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)
(Reference 52.212-3)

K.2 PBGC 52.239-7003 CLOUD COMPUTING REPRESENTATION (APR 2016)

(a) DEFINITIONS

- (1) Cloud Computing. Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five, essential NIST-defined characteristics: on-demand self-service; resource pooling; broad network access; rapid elasticity; and measured service.
- (2) Delivery Method. A deployment model by which an IT service is delivered to the consumers of the service. Both cloud computing and non-cloud computing are two delivery models.
- (3) Internal Hosting Service. An IT service that is owned, operated, and provided by and for PBGC and delivered by cloud or non-cloud method.
- (4) Non-Cloud Computing. Non-cloud computing is a service delivery model that does not meet all five, essential, NIST-defined characteristics of cloud computing.
- (5) Managed Service. An IT-enabled business capability provided by a commercial organization and delivered through cloud or non-cloud platforms.
- (6) Provisioned IT Service. An IT service that is (1) owned, operated, and provided by an outside vendor or an external government organization (i.e., not managed, owned, operated, and provided by the procuring organization) and (2) consumed by the agency on an as-needed basis (e.g., the E-Government Line of Business from another federal agency; the purchase of Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS) from a private service provider; or the purchase of shared service or cloud service). At PBGC, provisioned IT services are composed of Managed and Shared Services.
- (7) Shared Service. An IT-enabled business capability provided by a federal agency for consumption within or between federal agencies and is delivered through cloud or non-cloud platforms.

(b) PROVIDING CLOUD COMPUTING SERVICES

The Offeror shall place a checkmark next to all statements which accurately reflect the Provisioned IT Service being offered in response to the PBGC Solicitation:

_____ By initialing this statement, the Offeror represents that it has read and understands the definitions at paragraph (a) in this clause.

_____ By initialing this statement, the Offeror represents that the cloud computing delivery model it is offering in response to this Solicitation meets the five, essential NIST characteristics of a cloud solution: on-demand self-service; resource pooling; broad network access; rapid elasticity; and measured service.

_____ By initialing this statement, the Offeror further represents that the Provisioned IT Services it will provide in response to this Solicitation will be the cloud computing deployment model of Managed Service.

(c) PROVIDING NON-CLOUD COMPUTING SERVICES

The Offeror shall place a checkmark next to all statements which accurately reflect the Provisioned IT Service being offered in response to the PBGC Solicitation:

_____ By initialing this statement, the Offeror represents that it has read and understands the definitions at paragraph (a) in this clause.

_____ By initialing this statement, the Offeror further represents that the Provisioned IT Service it will provide in response to this Solicitation will be the non-cloud computing deployment model of Managed Service.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL

L.1.1 RESPONSIBILITY

This contract shall be awarded only to a responsible prospective Contractor. To be determined responsible, a prospective Contractor must:

Have adequate financial resources to perform the contract or have the ability to obtain them;

- a) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- b) Have a satisfactory performance record;
- c) Have a satisfactory record of integrity and business ethics;
- d) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, and quality control measures applicable to materials to be produced or services to be performed by the prospective Contractor and Subcontractors;
- e) Have the necessary production and technical equipment and facilities, or the ability to obtain them; and
- f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.1.2 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must 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://pbgc.leapfile.com>
3. Select "Secure Upload."
4. Enter the email address of the Contracting Officer (Patrick McFarlane) and Contract Specialist (Mark Miller) and (Dan Swart), mcfarlane.patrick@pbgc.gov and copy to miller.mark@pbgc.gov and swart.dan@pbgc.gov and click "Start."
5. Enter your contact information.
6. Enter your message and a description of the submission (this information will be included in the notification sent to the Contracting Officer and the Contract Specialist).
7. Click the notification checkbox to ensure you receives notification when the proposal file is downloaded by the Contracting Officer or the Contract Specialist.
8. Select the upload method, Regular or Enhanced. Regular upload works with all browsers, while "Enhanced" works with Java enabled browsers.
9. Select proposal file(s) to be submitted.
10. Press the "Upload & Send" button.

11. Send a separate e-mail to the Contracting Officer and the Contract Specialist with the encryption password. The Offeror will receive an automated system confirmation upon successful proposal file upload, and an automated system confirmation upon successful proposal file upload, and an automated system email when Contracting Officer or the Contract Specialist downloads proposal file.

L.1.3 TIME FOR SUBMISSION OF OFFERS

All volumes of the proposal shall be submitted together to PBGC no later than **January 4, 2019, 3:00 PM ET.**

Each Offeror shall complete the appropriate sections of the SF33 and return it with their proposal Volume II. All amendments issued under this RFP must also be signed and returned with the proposal.

L.1.4 LATE PROPOSALS

Complete electronic versions must be received before the time and date specified for receipt. If the proposal is received at the destination after the time and date specified for receipt, the proposal will be considered late and will be dealt with in accordance with the late proposal provision of FAR 52.212-1.

L.1.5 Intentionally Omitted.

L.1.6 PROPOSAL FORMAT, INSTRUCTIONS AND COMPOSITION

L.1.6.1 General Instructions:

The 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. The Proposals shall use:

- 8.5 by 11-inch size.
- 12 pitch print or larger, Times New Roman style font.
- Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. For tables, charts, graphs and figures, the text shall be no smaller than 10 point Arial or Times New Roman.
- 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 documents shall be in a Microsoft Office Compatible format
- All pages single spaced.
- Every page sequentially numbered; and
- Page numbers shall be centered in the bottom margin.

The Offeror shall submit a Proposal addressing the evaluation factors listed in Section M. All offers shall be evaluated preliminarily to ensure compliance with the requirements set forth in this solicitation, which include the following:

- Timely receipt of the offer.
- Determination of contractor and subcontractor responsibility in accordance with FAR 9.104.

L.1.6.2 Volume I: Technical Proposal

The Offeror's Volume I: Technical Proposal shall be organized as described below.

VOLUME I: TECHNICAL PROPOSAL		
Section	Page Limit	Ref
Cover Page	not counted in page limit	N/A
Cover Letter	not counted in page limit	L.1.6.3
Table of Contents	not counted in page limit	N/A
Compliance Matrix	not counted in page limit	L.1.6.2
Factor 1: Key Personnel	3 pages	L.2.1
Appendix A: Key Personnel Resumes	2 pages per key personnel	L.2.1
Factor 2: Corporate Experience	3 pages	L.2.2
Factor 3: Response to Task Order Request		L.2.3
Subfactor 3.1: Technical Approach	10 pages	L.2.3.1
Appendix B: Work Breakdown Structure	Not counted in page limit	L.2.3.1
Subfactor 3.2: Staffing Approach	6 pages	L.2.3.2
Appendix C Proposed Staffing by Labor Category	Not counted in page limit	L.2.3.2
Subfactor 3.3: Management Approach	5 pages	L.2.3.3
Appendix D: Draft Quality Control Plan	10 pages	L.2.3.3
Subfactor 4.4: Transition	5 pages	L.2.3.4
Factor 4: Synergistic Approach to Managing Related Systems	4pages	L.2.4
Factor 5: Demonstrated Ability to Perform Requirements Not Included in Task Order (Factor 3)	6 pages	L.2.5

Factor 6: Past Performance	2 pages per past performance	L.2.6
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No price information shall be included in the technical proposal. If price information is found in the technical proposal, the entire proposal will not be evaluated.

Compliance Matrix. The Offeror shall prepare a Cross-Reference Matrix cross referencing all RFP requirements to the location of the Offeror's responses in their proposal. The Cross-Reference Matrix provides reference information but is not evaluated. The Offeror's format is acceptable.

L.1.6.3 Cover Letter

A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Offeror's proposal is valid for a period of 180 calendar days from the submission date of the proposal.

The following introductory information is required in the Cover Letter of Volume I of the proposal:

- a. RFP Number **(16PBGC19R0003)**
- b. Name and address of Offeror
- c. Name, telephone number & Email address of main point-of-contact
- d. Name of your contract administration office
- e. Date of submission
- f. Name, title and signature of authorized representative,
- g. DUNS number, and
- h. CAGE Code.

L.2 - TECHNICAL

L.2.1 Factor 1: Key Personnel

Key Personnel Resumes - Provide résumés for the Key Personnel proposed in response to this task order. Resumes should clearly demonstrate the degree of significant experience as it relates to the requirements of the PWS. The resume must include:

- a. Employment history, including employer's name, position title, duties and responsibilities;
- b. Applicable skills, experience expertise and qualifications; and
- c. Relevant education, credentials and or certifications.

Identify if any proposed personnel are contingent hires; and if so, provide a signed letter of commitment by the proposed individual to serve in the stated position at contract award.

L.2.2 Factor 2: Corporate Experience

Provide your experience and qualifications of the organization as a whole to provide the full range of services in accordance with the requirements contained in this PWS. Describe your experience in implementing quality and cost controls and project management (to include financial tracking and reporting).

L.2.3 Factor 3: Response to Task Order Request

Factor 3 Subfactors

L.2.3.1 Subfactor 3.1: Technical Approach

Provide your technical approach to satisfying the requirements of PWS 4.2.2 ITS LCM Execution Services: Enhancement and Maintenance [do not address Modernization] and 4.2.3 ITS LCM Operations and Disposition Services. Define the risks inherent in the requirement and your risk mitigation plan.

Goals and Objectives. Explain how you will work in close partnership with PBGC to drive efficiencies and innovation to successfully meet the goals and objectives outlined in PWS paragraph 3.

Work Breakdown Structure. Provide a Work Breakdown Structure to a Level 3 definition, summarizing your technical approach. The WBS should be an Excel document (Labelled: Appendix A: Work Breakdown Structure).

L.2.3.2 Subfactor 3.2: Staffing Approach

Propose a staffing plan that describes who you plan to use on the task order and how their prior experiences on similar tasks align with their roles and responsibilities in the technical approach. Describe how you will acquire and retain qualified and experienced personnel throughout the life of the contract. This approach must include how you attract, motivate, and retain a qualified workforce. Include your approach and process for replacement of personnel. Describe how you train your workforce and, specifically, how you ensure personnel proficiencies are maintained and that your workforce stays current with technology changes, innovative approaches, and trending methodologies throughout the life of the contract. The staffing plan must identify subcontractor(s), if any, who will be used under the task order and their qualifications. Provide proposed staffing, labor category, roles and description, number of FTEs and number of hours using the format provided in **Attachment L.2.1.2** Proposed Staffing by Labor Category.

L.2.3.3 Subfactor 3.3: Management Approach

Provide your management approach to satisfying PWS 4.1.1 Program Management and 4.1.2 Project Management. Discuss your approach to manage at the task order level, and across task orders.

Managing Staff. Discuss the ability of proposed staff to perform work assignments accurately and in a timely manner. Discuss staffing flexibility and your commitment to perform work assignments on short notice based on changing priorities.

Commitment to small business participation. Discuss your commitment to small business participation.

Communication and Internal Controls. Discuss your communication and internal controls that will ensure achievement of all requirements including adherence to contract clauses and compliance with the overall contract.

Program Management Reviews. Discuss your approach to sharing performance and progress against all task orders and projects in accordance with 4.11.I.

Management tools. Discuss the management tools, such as a dashboard (with sufficient detail and graphical depiction) that you would utilize to give PBGC real-time access and visibility to monitor and track contract deliverables, schedule, cost, and performance.

Information Technology Solutions Life Cycle Management (ITSLCM) framework. Detail your approach to managing PBGC's requirements through the ITSLCM framework.

Organization Structure. Discuss your organization chart with a detailed explanation of the organization structure, including your proposed key personnel and what authority the individuals possess; what parts of the organization are responsible for managing and accomplishing what work; where decision making authority lies within the organization; and identify what work the prime, subcontractors or teaming partners are performing. Describe what corporate resources will be available to the contractor team on the ground for reach back capabilities, best practices, and ensuring the people on the contract have what they need to perform well.

Quality Control Plan. Provide a draft Quality Control Plan that demonstrates how you will independently assess and provide quality assurance to include continuous quality control and quality improvement activities that cover the Offeror's business and operations and this contract. The QAP should sufficiently reflect and capture the complexity of your organization and services offered. Describe your approach to executing quality control in relation to software development (e.g., code reviews, peer review) and operations (e.g., ticket resolution reviews). Describe how you will develop and implement policies and procedures to identify potential quality issues, resolve identified problems, promote innovation and ensure performance standards are met.

Provide performance measures in addition to those stated in the PWS that are meaningful, measurable, and challenging.

L.2.3.4 Subfactor 3.4: Transition

Provide a detailed draft Transition Plan that describes how you will transition-in all services to be provided under this contract. The draft Transition Plan shall detail all specific actions and critical steps that need to be taken and their expected completion dates with task dependencies for transitioning-in each system and all of the PWS requirements. The transition plan shall elaborate on managing transition issues and risks to ensure minimal disruption. The draft Transition Plan should also describe your approach to transitioning-out of activities, to include documentation, knowledge transfer, training and support to PBGC to ensure a successful transition to another contractor.

L.2.4 Factor 4: Synergistic Approach to Managing Related Systems

Describe your holistic approach to managing related systems to facilitate the sharing of best practices, lessons learned and team communication to increase efficiencies and management effectiveness, and how the approach will lead to cost savings.

Describe your holistic approach across task areas to facilitate the sharing of best practices, lessons learned and team communication to increase efficiencies and management effectiveness, and how the approach will lead to cost savings.

Describe how you will ensure that corporate best-in-class approaches to Program Management and Project Management are being disseminated to the project teams throughout the contract duration.

L.2.5 Factor 5: Demonstrated Ability to Perform Requirements Not Included in Task Order (Factor 3)

Provide your approach to 4.2.2 Execution Services: Modernization (only as it is different from Execution Services: Enhancement and Maintenance); 4.2.1. Planning Services; and 4.3 Professional Advisory/Consulting Services.

L.2.6 Factor 6: Past Performance

Describe the experience and capability of your organization in conducting relevant work. "Relevant" is meant to convey similarity in subject matter, dollar value, duration, and complexity.

Provide at least three (3) Past Performance Profiles in the technical volume as prime and no more than two (2) for each subcontractor consistent with all task areas detailed in the PWS. Include a brief description of the project, project title, contract number, period of performance, performance ratings, contract amount, and client identification including Agency or company name, and point-of-contact with e-mail and telephone number. Contact information must be current. Additionally, experience should demonstrate efforts utilizing similar technologies

supporting the requisite systems. The Offeror shall only cite experiences that have occurred within the three (3) years prior to the issuance of this RFP. This shall be no longer than two pages for each reference.

L.3 BUSINESS / PRICE PROPOSAL (VOLUME II):

BUSINESS / PRICE PROPOSAL (VOLUME II) The Offeror shall provide a complete Price Proposal and a complete Section K (Certifications and Representations) in accordance with the solicitation. The Offeror's Business/Price Proposal, must include the following items/documents: 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 180 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 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.

L.3.1. IDIQ Price Proposal

Offerors shall provide the following in the IDIQ Contract Price Proposal:

- 1) To facilitate the negotiation of task orders, the Contractor shall propose functional labor categories (consistent with those in Attachment L.3.a) that might be proposed for future task orders along with Fixed Price (FP) fully burdened labor rates for all Contract Line Item Numbers (CLINs) for the Base and all Option Periods for each contract proposed (Attachment B.5 RMEW IDIQ Price Schedule). The rates shall be fixed for the base period and all option periods. This price schedule shall become part of the contract if awarded. The contract rates may be discounted at the task order level.
 - a. A completed Attachment L.3.b, Labor Rate Build Up.
 - b. Information regarding proposed escalation rate(s) for option periods, if applicable.
 - c. A completed Attachment L.3.a Labor Category Crosswalk that is consistent with Attachment L.2.1.2, Proposed Staffing by Labor Category, submitted as part of the technical proposal volume. PBGC Sample Labor Categories are provided to standardize the review of proposed staffing and labor rates across all offerors. Offerors shall select applicable PBGC sample labor categories that most closely match the proposed internal company labor categories and functions. Offerors are not required or encouraged to include all PBGC sample LCATs in their proposals. All LCATS the Offeror anticipates for future task orders must be identified within L.3.a and included for each CLIN in Attachment B.5 RMEW IDIQ Price Schedule.

L.3.2 Task Order Pricing Proposal (for each contract proposed)

Offerors shall propose CLIN pricing for performing work under the task order (for each contract proposed) selecting the functional labor categories from those proposed at the contract level (Attachment B.5 IDIQ). Offerors may not exceed proposed contract rates but may offer discounted rates at the task order level.

Offerors must provide:

- 1) A completed Attachment B.5 Task Order, which shall include:
 - a. Proposed Task Order LCATs
 - b. Estimated hours for each proposed labor category in performance of Task Order Requirements. Offerors should consider anticipated system efficiencies when proposing estimated labor hours for the option years considering the goals and objectives in PWS paragraph 3.
 - c. Fully burdened hourly rate (for both Government Site and contractor site) for each LCAT proposed for the task order.
 - d. Extended CLIN total price for each CLIN along with aggregate totals for each performance period (base and each option).
 - e. Assumptions used in developing the task order price proposal, if applicable (Attachment B.5 Task Order Assumptions Tab).
 - f. Hourly rate discounts proposed for the task order, if applicable.

L.3.3 Accounting System

The Offeror shall provide a copy of the Government approval/determination that its proposed accounting system is adequate for the identification and recording of cost under cost-reimbursable type contracts.

L.4 SMALL BUSINESS PARTICIPATION (VOLUME III)

Separate from Small Business Participation, other than small business offerors shall also submit a Small Business Subcontracting Plan. The subcontracting plan shall be submitted in Volume III. The Offeror's Subcontracting Plan for the contract shall comply with the requirements of FAR Part 19.7 and that meets or exceeds the PBGC small business participation goals as set forth below:

- 23 percent of prime contracts for small businesses
- 5 percent of prime and subcontracts for WOSBs
- 5 percent of prime and subcontracts for SDBs
- 3 percent of prime and subcontracts for HUBZone-certified small businesses
- 3 percent of prime and subcontracts for SDVOSBs

L.5 QUESTIONS CONCERNING THE SOLICITATION:

(a) All questions concerning this solicitation must be submitted in writing to the Contracting Officer and the Contract Specialist.

(b) Questions will be submitted in writing by email to mcfarlane.patrick@pbgc.gov and copy to miller.mark@pbgc.gov , swart.dan@pbgc.gov

. Answers to inquiries/questions will be provided to offerors 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 by email. Inquiries will be answered by amendment to the solicitation.

(d) Prospective offerors are asked to submit their questions grouped by solicitation section and making reference to the particular paragraph using Attachment L.5 Solicitation Questions Template. **Questions must be submitted in writing by December 3, 2018 at 9:00 AM** to allow the PBGC an opportunity to respond. Any questions received after that may not be answered before the solicitation closing date.

L.6 OFFER VALIDITY STATEMENT

Offeror(s) shall make a clear statement in their proposal that the proposal is valid for no less than 180 calendar days from the closing date of the solicitation.

(Reference 52.215-1)

SECTION M
EVALUATION FACTORS FOR AWARD

SECTION M: EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

PBGC contemplates a maximum award of a single-award IDIQ contract as a result of this solicitation but is not obligated to make any awards.

To be accepted and eligible for evaluation, proposals must be prepared in accordance with this solicitation and must comply with the instructions given in this solicitation and must meet all the solicitation requirements. PBGC will not evaluate proposals submitted that are not complete and do not provide all requested information. While the Offeror may add assumptions, nothing contained in the successful Offeror's proposal shall constitute a waiver to any other requirement in the contract.

An Offeror who includes essential information to substantiate their proposal will be rated higher than an Offeror whose proposal contains unclear or ambiguous language, or merely paraphrase the Government's requirements. Proposals prepared in accordance with Government instructions will rate higher than proposals that do not follow the instructions. An Offeror who simply states they will perform the work and complete the requirements will be considered non-responsive and subsequently will be determined technically non-compliant (unsatisfactory) and be eliminated from further consideration for award.

Offeror's technical approach must demonstrate a thorough understanding of the context of the work to be performed and must possess the ability to perform all task requirements and have a clear value proposition that attempts to differentiate itself from other potential Offerors. PBGC will evaluate offers in two phases. The purpose of this procedure is to reduce the time and cost of source selection, both for ourselves and for the competing offerors. We will execute the procedure as follows:

PBGC will first evaluate Factors 1 and 2 and will eliminate from further consideration any that do not receive a Satisfactory or higher for each Factor 1 and 2.

PBGC will then evaluate each offer against Factors 3 through 6 and eliminate from further consideration any that do not receive Satisfactory or higher ratings and are therefore not sufficiently competitive to be selected for contract award.

We will schedule oral presentations with the remaining Offerors and evaluate Factor 7 (Oral Presentation).

We will then evaluate the remaining offers against Factor 8 (Pricing). The Government intends to select the best value offer based on a trade-off of non-price and price factors.

The decision to eliminate any offeror through this procedure will not constitute the establishment of a competitive range, as described in FAR 15.306[c], and it will not obligate the Government to conduct discussions or to solicit or entertain proposal revisions. However, we reserve the right

to establish a competitive range and conduct discussions if we decide that it is in the best interest of the Government to do so.

The Government reserves the right to award to other than the Offeror with the lowest price. To determine whether a technically superior, higher priced offer is the best value to the Government, the Contracting Officer will consider qualitative discriminators that are consistent with the order of importance of the evaluation factors and subfactors.

M.2 EVALUATION FACTORS AND RELATIVE ORDER OF IMPORTANCE

The Offerors will be evaluated using the following criteria:

Technical Factors:

Factor 1: Key Personnel

Factor 2: Corporate Experience

Factor 3: Response to Task Order Request

Subfactor 1: Technical Approach

Subfactor 2: Staffing Approach

Subfactor 3: Management Approach

Subfactor 4: Transition

Factor 4: Synergistic Approach to Managing Related Systems

Factor 5: Demonstrated Ability to Perform Requirements Not Included in Response to Task Order (Factor 3)

Factor 6: Past Performance

Factor 7: Oral Presentation

Price Factor:

Factor 8: Price

Technical Factors are in descending order of importance as follows:

Factor 3: Response to Task Order Request;

Factor 1: Key Personnel;

Factor 4: Synergistic Approach;

Factor 2: Corporate Experience;

Factor 6: Past Performance;

Factor 5: Demonstrated Ability to Perform Requirements Not Included in Response to Task Order (Factor 3);

Factor 7: Oral Presentation.

Factor 3: Response to Task Order Request Subfactors are of equal importance.

Technical Factors (Factors 1-7), when taken together, are more important than Price. As Technical Factors (Factors 1-7) become more equal, the Price will become substantially more important in the best value trade-off analysis. The Contracting Officer will determine what trade-offs promise the greatest value to the Government, all evaluation factors and price considered.

The proposal must demonstrate to the Government's satisfaction that the Offeror will successfully accomplish the solicitation requirements and overall program objectives. Adjectival ratings will be used to evaluate technical factors.

M.3 EVALUTION OF FACTORS

Factor 1: Key Personnel

The Offeror must demonstrate that Key Personnel have the requisite qualifications and experience with respect to the functions they are proposed to manage (see Section H), as well as their proposed availability and commitment to this effort.

Factor 2: Corporate Experience

The Offeror must demonstrate:

- experience and qualifications of the organization as a whole to provide the full range of services contained in this PWS
- experience in implementing quality and cost controls
- experience in project management (to include financial tracking and reporting)

Factor 3: Response to Task Order Request

The subfactors are of equal importance.

Subfactor 3.1: Technical Approach

The proposal will be evaluated to the extent to which it demonstrates the ability to satisfy the requirements of PWS 4.2.2 ITS LCM Execution Services and 4.2.3 ITS LCM Operations and Disposition Services, to include an understanding of risks inherent in the requirement and the Offeror's plan for risk mitigation. The evaluation will further examine the extent to which the Offeror demonstrates how it will work in close partnership with PBGC to drive efficiencies and innovation. The evaluation will consider the extent to which the proposed Work Breakdown Structure (WBS) is mapped to the PWS and the rationale for the proposed WBS.

Subfactor 3.2: Staffing Approach

This factor will be evaluated for the Offeror's demonstrated understanding of the skill mix, the levels of expertise and qualifications of personnel and the distribution and effective use of the

workforce (including staffing levels) necessary to support this requirement. In addition, this factor will evaluate the Offeror's approach for attracting, motivating and retaining a qualified workforce as well as its planned approach to replacing personnel. The factor will evaluate the Offeror's training approach and demonstrated ability to ensure personnel proficiencies are maintained and that your workforce stays current with technology changes, innovative approaches, and trending methodologies throughout the life of the contract.

Subfactor 3.3: Management Approach

This factor will evaluate the extent to which the Offeror demonstrates the ability to manage work efforts and provide quality control and best practices that will likely result in timely, consistent, professional, and quality support services and deliverables. The evaluation will consider the Offeror's demonstrated ability to satisfying PWS 4.1.1 Program Management and 4.1.2 Project Management requirements and the approach for managing at the task order level and across task orders.

This factor will further consider the extent to which the Offer –

- Demonstrates the ability and agility to effectively managing staff.
- Demonstrates commitment to small business participation. The small business participation shall be considered in determining the appropriate technical rating to be applied.
- Demonstrates communication and internal control procedures and processes to ensure achievement of all requirements.
- Details the organization and specifies key personnel and what authority the individuals possess; the parts of the organization that are responsible for managing and accomplishing what work; where decision making authority lies within the organization; and what work the prime, subcontractors or teaming partners are performing.
- Details what corporate resources will be available to the contractor team on the ground for reach back capabilities, best practices, and ensuring the people on the contract have what they need to perform well.
- Demonstrates an approach to sharing performance and progress against all task orders and projects in accordance with PWS 4.1.1.
- Demonstrates the management tools to provide PBGC real-time access and visibility to monitor and track contract deliverables, schedule, cost, and performance.
- Demonstrates the approach to managing PBGC's requirements through the ITS LCM framework.
- Demonstrates that quality will be met through the Quality Control Plan.

Subfactor 3.4: Transition

This factor will be evaluated to the extent the Offeror's draft Transition Plan fully demonstrates the transitioning of all services to be provided under this contract. The evaluation will consider the extent to which the plan details all specific actions and critical steps needed and their expected completion dates with task dependencies for

transitioning-in each system and all of the PWS requirements. The evaluation will also examine the extent to which the Offeror elaborates on managing transition issues and risks to ensure minimal disruption. The evaluation will also examine the approach to transitioning-out of activities.

Factor 4: Synergistic Approach to Managing Multiple Systems

This factor will be evaluated to the extent to which the offeror demonstrates a holistic approach to managing related systems to facilitate the sharing of best practices, lessons learned and team communication to increase efficiencies and management effectiveness and likelihood that it will lead to cost savings.

This factor will be evaluated to the extent to which the Offeror demonstrates a holistic approach across task areas to facilitate the sharing of best practices, lessons learned and team communication to increase efficiencies and management effectiveness and likelihood that it will lead to cost savings.

The evaluation will consider the extent to which the proposal demonstrates assurance that corporate best-in-class approaches to Program Management and Project Management will be disseminated to the project teams throughout the contract duration.

Factor 5: Demonstrated Ability to Perform Requirements Not Included in Task Order (Factor 3)

This factor will be evaluated to the extent to which the Offeror demonstrates its understanding of the work as it relates to 4.2.2 Execution: Modernization Services (only as it is different from Execution Services: Enhancement and Maintenance); 4.2.1. Planning Services; and 4.3 Professional Advisory/Consulting Services.

Factor 6: Past Performance

PBGC is seeking to determine whether each Offeror consistently delivers quality products and/or services in a timely manner with a reasonable degree of customer satisfaction. Therefore, this factor shall be evaluated on the basis of relevant past performance information contained in the proposal as well as information from references provided by the Offeror and from any other reliable source available to the PBGC such as an official past performance database and/or other government and local agencies (e.g. CPARS, PPIRS, FAPIIS, etc.). In accordance with FAR 15.305(a)(2)(iii), PBGC will take into consideration past performance information of predecessor

companies, key personnel with relevant experience, or subcontractors that will perform critical functions under this Contract.

For teaming, partners' past performance will be considered the work that the vendor has performed that shows that they have the capability to successfully complete the tasks identified in the solicitation at minimum risk to the government.

The information contained in the proposal shall be used to determine and evaluate the recency and relevancy of the cited past performance reference contracts. Recent past performance is defined as work within the past three (3) years. Relevance is defined as work similar in scope and complexity to the requirements in the PWS. Relevancy also takes into account the period of performance, the contract type and the dollar value of the reference contract.

The Offeror's past performance will be evaluated using the following factors:

- Quality of products and services as well as technical support provided, including quality of personnel.
- Cost control.
- Timeliness of performance.
- Business relations including problem responsiveness.
- Customer satisfaction.

In the event an Offeror submits more than three references, it will be the Government's prerogative as to which three references will be used for evaluation purposes.

As stipulated under FAR Part 15.3, Offerors without a record of relevant Past Performance or for whom information on Past Performance is not available, the Offeror may not be evaluated favorably or unfavorably on Past Performance. Thus, Offerors without a record of relevant Past Performance will be given a "Neutral" rating.

Factor 7: Oral Presentation

The factor will be evaluated to the extent to which the Offeror's responses to questions demonstrate experience, knowledge and the ability to perform all requirements and resolve issues that present themselves.

M.4 EVALUATION OF PRICE

Price offers will not be point scored, assigned a numerical weight, nor adjectivally rated. The IDIQ pricing will be evaluated for overall price reasonableness and completeness using the Price Schedule in Section B. The individual labor rates will also be evaluated to assess the reasonableness of the rate. Offerors are cautioned against proposing unrealistically low labor rates or obvious inconsistencies between the reasonableness of the rates across the requested labor categories.

The proposed Task Order price proposal will be used to evaluate the offerors' proposed prices for the award of the base IDIQ contract. PBGC will evaluate the pricing for the Base period and all option Periods. Except when it is determined in accordance with Federal Acquisition Regulations (FAR) 17.206(b) to not be in PBGC's best interests, PBGC will evaluate task order offers for award purposes by adding the total estimated price for all options to the total estimated price for the base year requirement. Evaluation of options will not obligate the Government to exercise the task order option.

M.5 AWARD ON INITIAL PROPOSALS

Pursuant to FAR clause 52.212-1 Instructions to Offerors – Competitive Acquisition, the Government reserves the right to award the contract without discussions, based on initial offers.

M.6 EXCHANGES WITH OFFERORS

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

M.7 COMPETITIVE RANGE DETERMINATION

Pursuant to FAR Part 15.306(c), if discussions are held, the Contracting Officer shall establish a competitive range of the most highly rated proposals. If the number of most highly rated proposals exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range. The PBGC will provide the Offerors in the competitive range a list of its proposal's weaknesses. All Offerors will be required to respond to these weaknesses in writing and provide final proposals.