

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NUMBER \_\_\_\_\_ 5. SOLICITATION NUMBER \_\_\_\_\_ 6. SOLICITATION ISSUE DATE \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL:  a. NAME \_\_\_\_\_ b. TELEPHONE NUMBER (No collect calls) \_\_\_\_\_ 8. OFFER DUE DATE/ LOCAL TIME \_\_\_\_\_

9. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_ 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 NAICS: \_\_\_\_\_  
 SIZE STANDARD: \_\_\_\_\_  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE 12. DISCOUNT TERMS \_\_\_\_\_ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING \_\_\_\_\_  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO \_\_\_\_\_ CODE \_\_\_\_\_ 16. ADMINISTERED BY \_\_\_\_\_ CODE \_\_\_\_\_

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY \_\_\_\_\_ CODE \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \_\_\_\_\_

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) \_\_\_\_\_

30b. NAME AND TITLE OF SIGNER (Type or print) \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_ 31b. NAME OF CONTRACTING OFFICER (Type or print) \_\_\_\_\_ 31c. DATE SIGNED \_\_\_\_\_

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YY/MM/DD</i> )		42d. TOTAL CONTAINERS

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	See attached. RQ-33-08-000037 was consolidated to this award. Services, non-personal, to develop an Ethics and Leadership Training Program for PBGC managers.	0.00	HR	_____	_____
0002	Other Direct Costs	0.00	EA	_____	_____

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**SECTION I  
CONTRACT CLAUSES**

I. 1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(Reference 52.212-4)

I. 2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

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

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

n/a (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

n/a (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

n/a (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)

n/a (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

n/a (ii) Alternate I (Oct 1995) of 52.219-6.

n/a (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

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

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

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

n/a (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

n/a (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

n/a (ii) Alternate I (Oct 2001) of 52.219-9.

n/a (iii) Alternate II (Oct 2001) of 52.219-9.

n/a (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

n/a (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)

n/a (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

n/a (ii) Alternate I (June 2003) of 52.219-23.

n/a (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

n/a (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

n/a (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

n/a (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

APPLICABLE (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

APPLICABLE (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

APPLICABLE (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

APPLICABLE (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

APPLICABLE (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

APPLICABLE (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

APPLICABLE (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

n/a (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24)

APPLICABLE (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

n/a (ii) Alternate I (Aug 2007) of 52.222-50.

(25)

n/a (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)).

n/a (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

n/a (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(27)

n/a (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

n/a (ii) Alternate I (Dec 2007) of 52.223-16.

n/a (28) 52.225-1, Buy American Act-Supplies (June 2003)(41 U.S.C. 10a-10d).

(29)

n/a (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

n/a (ii) Alternate I (Jan 2004) of 52.225-3.

n/a (iii) Alternate II (Jan 2004) of 52.225-3.

n/a (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

n/a (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.##s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

n/a (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

n/a (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

n/a (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

n/a (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

APPLICABLE (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

n/a (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

n/a (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

n/a (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)

n/a (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).

n/a (ii) Alternate I (Apr 1984) 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:

APPLICABLE (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

APPLICABLE (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

n/a (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

n/a (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

n/a (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

n/a (6) 52.222-53, Exemption from Application of the Service Contract Act Contracts fro Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

n/a (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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. 3 PBGC-00-001 PROFESSIONAL ATTIRE (OCT 2005)

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

### I. 4 PBGC-03-001 CONFIDENTIALITY OF INFORMATION (OCT 2004)

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

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was already in his possession at the time of receipt from PBGC and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

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

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

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

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

#### I. 5 PBGC-03-003 SUITABILITY DETERMINATION REQUIREMENTS (SEPT 2006)

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

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

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

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

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

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

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

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

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

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

process.

I. 6 PBGC-03-004 DISPLAY OF PBGC IDENTIFICATION BADGES (APR 2007)

The Contractor shall comply with PBGC Directive Number GA-10-9, "Display of PBGC Identification Badges," the full content of which is located at [http://www.pbgc.gov/docs/GA\\_10\\_9.pdf](http://www.pbgc.gov/docs/GA_10_9.pdf) - Directive GA-10-9.

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

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

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

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

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

(End of Clause)

I. 7 PBGC-32-004 SUBMISSION OF INVOICES (SAP) (OCT 2004)

1. Vendor shall submit invoices for items and/or services rendered to:

Pension Benefit Guaranty Corporation  
General Accounting Branch  
1200 K Street, N.W., Mail Stop: GAB  
Washington, D.C. 20005-4026

All inquiries concerning payment should be directed to the General Accounting Branch at (202) 326-4062 #0 or by e-mail: [InvoiceManager@pbgc.gov](mailto:InvoiceManager@pbgc.gov).

2. The vendor must include the following information and/or attached documentation for the invoice to be considered proper. Invoices, which do not contain all the required information, may be returned to the vendor unpaid for correction and resubmission.

- Name and address of Contractor
- Invoice date and invoice number
- Purchase/Delivery Order Number
- Shipping and payment terms
- Name and address for Contractor official to whom payment is to be sent (must be same as that in the order or in a proper notice of assignment)
- Name (where practicable), title, phone number and mailing address of person to notify in the event of a defective invoice
- Taxpayer Identification Number (TIN)
- Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed
- Expenditures and hours of effort expended by individual during the reporting period (if applicable).
- If applicable, for each invoice covering travel expenses incurred, mileage records and copies of receipts from actual transportation costs and accommodations shall be included as supportive material for each invoice.

NOTE: PBGC authorization must be obtained prior to incurring any travel expenses for which the Contractor requests reimbursement.

I. 8 PBGC-37-001 KEY PERSONNEL (JAN 2006)

PBGC has identified the following personnel who will be held responsible for the duration of the contract. They are essential to the ongoing conduct of the project and will assure consistent management control and direction. NAME/TITLE TO BE DETERMINED AT TIME OF ORDER AWARD The personnel specified above are essential to the work being performed. These key personnel shall NOT be reassigned or diverted without the written consent of the Contracting Officer. Prior to removing any of the specified individuals from performance of this contract, the Contractor shall provide 30 calendar days advance notification to the Contracting Officer and shall submit justification (including resumes for proposed substitutions) in sufficient detail to permit evaluation of the impact on the Program.

I. 9 PBGC-39-001 ELECTRONIC AND INFORMATION TECHNOLOGY (OCT 2004)

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

I. 10 PBGC-42-002 OBSERVANCE OF LEGAL HOLIDAYS (OCT 2004)

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

Government holidays are:

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

I. 11 PBGC-44-001 OTHER DIRECT COSTS (OCT 2004)

The Contractor shall be reimbursed for the actual cost of other direct costs determined to be allowable in accordance with Part 31 of the Federal Acquisition Regulation and authorized by the Contracting Officer or his designee prior to the contractor incurring the charge.

If Travel and Per Diem are authorized they will be reimbursed in accordance with the Federal Travel Regulation (FTR) in effect at the time the travel is authorized by PBGC. All travel requirements must be met using the most economical form of transportation available and must be scheduled sufficiently in advance to take advantage of offered discount rates unless waived by the Contracting Officer. You may find the FTR at <http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelPag=%2Fep%2Fchannel%2FgsaOverview.jsp&channelId=-14863>.

## **Statement of Work**

### **Ethics and Leadership Training Development**

#### **INTRODUCTION:**

The Pension Benefit Guaranty Corporation (“PBGC”), an independent federal agency, protects the retirement incomes of 44.1 million American workers in 30,330 private-sector defined benefit pension plans. PBGC was created by the Employment Retirement Income Security Act of 1974 to encourage the continuation and maintenance of private-sector defined benefit pension plans, provide timely and uninterrupted payment of pension benefits, and keep pension insurance premiums at a minimum.

PBGC’s Strategic Plan FY 2008 - 2013 (“Corporate Strategic Plan”) incorporates ethics as an integral part of the Agency’s strategic priorities. The guiding principle for the Strategic Plan, is that “PBGC is a performance-based organization that values professionalism, integrity, [and] high ethical standards . . . .” In order to maintain the guiding principle, Agency officials identified strategic priorities to address the challenges of the next five years. Two of those priorities are to: conduct business with professionalism and integrity and meet the highest ethical standards. The outcome objective for these priorities is to develop a workforce trained to meet the highest ethical standards in order to ensure that decisions are informed by public and not private interests. To accomplish these objectives, the Office of the General Counsel (“OGC”) is developing an “Ethics and Leadership Training Program” that will be presented in phases to managers of the Corporation.

OGC provides ethics advice and training to agency employees. This program will complement OGC’s current ethics training program and integrate ethics and leadership concepts into the everyday decision making process.

#### **SCOPE OF WORK:**

PBGC seeks a contractor with extensive experience teaching leadership and

ethics to senior level officials in government to create an individualized ethics and leadership program for PBGC.

The contractor must work with designated OGC staff to develop an “Ethics and Leadership Training Program” for the PBGC. In the first phase, the contractor will develop a program for senior level managers. The program should be designed to be taught incrementally over the course of FY09 so as to keep ethics and leadership in the daily lexicon of the corporate environment. A second phase of the program, to be developed after the senior level training is underway, will focus attention on non-senior level managers. For this program, the contractor will work with OGC staff to develop appropriate materials, but the primary responsibility for facilitation of the training sessions will reside with the OGC staff attorneys.

**PERIOD OF PERFORMANCE:**

Period of performance will be September 30, 2008 through September 29, 2009.

**TECHNICAL EVALUATION CRITERIA:**

Proposals will be evaluated based on the criteria outlined below. Proposals must be thorough and detailed and according to the criteria below. Failure to provide the required information may result in the rejection of that proposal without further consideration.

**A. Technical Approach to Ethics and Leadership Training:**

1. Theoretical approach to teaching ethics and leadership
  - a. Relationship of Ethics and Leadership, e.g. ethical problems faced by leaders; ethical and unethical uses of power.
  - b. Ethical Models for Leaders: virtue ethics, duty, utility
  - c. Moral Implications of leadership models: e.g. charismatic, servant and transformational leaders
2. Relationship of “Ethics and Leadership” to Standards of Conduct for Employees in the Executive Branch
3. Method of teaching/presentation: interactive method aimed at adult

learners, e.g. case studies, role playing

**B. Personal Professional Qualifications:**

1. Has extensive experience (academic or professional) in the fields of leadership and ethics studies.
2. Has experience training and/or teaching senior level federal government executives.
3. Has written (academic or professional journals) about the topics of ethics and leadership. (Attach a sampling of 1 or 2 published articles to submission)
4. Has experience teaching “Ethics and Leadership” to federal government managers.
5. Graduate degree in relevant field of study, such as philosophy.

**C. Past Performance**

Provide at least two references (include name, federal agency or organization, phone number, and e-mail address) for whom you have performed similar work in the past three years.

**COST/PRICE EVALUATION:**

Provide an hourly rate and estimated level of effort required for this engagement on Page 2 of SF 1449.

**BASIS FOR AWARD:**

PBGC will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to PBGC, cost or price and technical factors considered. The technical evaluation factors are of equal importance and are more

important than cost or price in the selection of the Contractor. PBGC may award a contract to other than the lowest price offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the PBGC.