

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. PR-2019-STD-0456		PAGE 1 OF 43					
2. CONTRACT NO. TIB-2020-C-0003		3. AWARD/EFFECTIVE DATE February 1, 2020		4. ORDER NO.		5. SOLICITATION NUMBER TIB-2019-RFP-0004		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Matthew Hamilton matthew.hamilton@tsp.gov				b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY FRTIB 77 K Street NE, Suite 1000 Washington DC 20002		CODE		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A)		NAICS: 523999 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP			
15. DELIVER TO FRTIB 77 K Street, NE Suite 1000 Washington DC 20002		CODE		16. ADMINISTERED BY FRTIB 77 K Street, NE Suite 1000 Washington DC 20002		CODE					
17a. CONTRACTOR/OFFEROR BlackRock Institutional Trust Company, N.A. 400 Howard Street San Francisco CA 94105 TELEPHONE NO. DUNS: 149924094 DUNS+4:		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY FRTIB 77 K Street, NE Suite 1000 Washington DC 20002 PHONE 202-942-1600 FAX:		CODE					
☐ 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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Contractor shall provide professional investment management services, securities lending agency services, and custody and administrative services for the Thrift Savings Plan's F, C, S, and I Funds in accordance with the terms and conditions for "Contractor A" of this contract. The Period of Performance for this contract is: Base Period - February 1, 2020 - January 31, 2022 Option Period 1 - February 1, 2022 - January 31, 2024 Option Period 2 - February 1, 2024 - January 31, 2026 Option Period 3 - February 1, 2026 - January 31, 2028 Option Period 4 - February 1, 2026 - January 31, 2030 (Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						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 ONE 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 OF THE SOLICITATION.						☒ 29. AWARD OF CONTRACT. REF. <u>Proposal / Amendments</u> OFFER DATED <u>07-10-2019</u> . YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b) (6)						a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAVINDRA DEO					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b) (6)						31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ravindra Deo Executive Director, FRTIB					
30c. DATE SIGNED 1-30-2020						31c. DATE SIGNED					
AUTHORIZED FOR LOCAL REVISIONS PREVIOUS EDITION IS NOT U						STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212					

Section B: Supplies or Services and Prices

B.1. Background

The Federal Retirement Investment Board (FRTIB or Agency) is an independent Federal government agency in the Executive Branch created by the Federal Employees' Retirement System Act of 1986 (FERSA). The Thrift Savings Plan (TSP) is a retirement savings and investment plan for Federal civilian employees and members of the uniformed services that offers its participants the same type of savings and tax benefits that many private corporations offer their employees under I.R.C. §401(k) plans. The TSP is the largest participant-directed defined contribution plan in the world. The mission of the FRTIB is to administer the TSP solely in the interest of the participants and beneficiaries.

The FRTIB is a self-funded agency with independent budgetary authority that receives no annual appropriations from Congress. FRTIB is not strictly bound to adhere to the Federal Acquisition Regulation (FAR). However, FRTIB procurements will largely adhere to the FAR, unless doing so might infringe upon the Agency's fiduciary obligations under FERSA. FRTIB has adopted the FAR as its primary contracting policy and procedures for procuring its goods and services, with defined deviations tailored to the FRTIB's unique role.

The Thrift Federal Acquisition Supplement (T-FAS) specifies when the Agency's policies and practices deviate from the FAR. See link to T-FAS below.

<https://www.frtib.gov/Procurement/DoingBusiness.html>

B.2. Supplies or Services

The FRTIB has selected two (2) Contractors to provide professional investment management services, securities lending agency services, and custody and administrative services for the TSP's Fixed Income Index Investment Fund (F Fund), Common Stock Index Investment Fund (C Fund), Small Capitalization Stock Index Investment Fund (S Fund), and International Stock Index Investment Fund (I Fund) (Any reference hereafter to Funds or TSP Funds means the F Fund, C Fund, S Fund and I Fund collectively). This contract identifies the two (2) contractors as Contractor A and Contractor B.

Work shall be performed in accordance with all sections of the contract.

Contractor A and Contractor B shall manage the following target market value percentages of each of the four (4) TSP Funds.

TSP Fund Name	Contractor A target percentage	Contractor B target percentage
F Fund	80%	20%
C Fund	90%	10%
S Fund	80%	20%
I Fund	80%	20%*

* If for reasons of local regulatory restrictions in emerging markets countries, and after working in good faith with Contractor(s), the FRTIB is unable to reach a satisfactory solution for Contractor B to gain appropriate exposure for tracking the MSCI ACWI ex-U.S. IMI Index, the target allocation percentage of the I Fund for Contractor A will be reset to 100% and for Contractor B will be reset to 0.0%. FRTIB will have the sole right to final determination of the feasibility of establishing appropriate exposure.

The FRTIB will seek to maintain these target percentage allocations throughout the duration of the respective contracts, with the exception of circumstances as indicated hereafter in the contract.

Each Contractor's services shall be inclusive of the provision of investment management services, securities lending agency services, custody and administrative services, and all others enumerated in this contract. Remuneration for Contractor will neither be earned nor paid until Contractor has investment management discretion over Fund assets whose performance is being measured relative to the respective benchmarks. Fee calculations for assets of Funds under discretionary management by the Contractor may not begin at the same time; rather, they will be subject to the timing of successful transition of assets as per the negotiated transition plan.

B.3. Contract Structure

B.3.1 – Contractor A

Contract Structure					
CLIN	Contract Period	Description	Quantity	Unit	Fee
0001	Base Period	Investment Management, Securities Lending, and Custody and Administrative Services			
0001A	Base Period	F Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
0001B	Base Period	C Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
0001C	Base Period	S Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation

0001D	Base Period	I Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
1001	Option Period 1	Investment Management Securities Lending, and Custody Administrative Services			
1001A	Option Period 1	F Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
1001B	Option Period 1	C Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
1001C	Option Period 1	S Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
1001D	Option Period 1	I Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
2001	Option Period 2	Investment Management, Securities Lending, and Custody and Administrative Services			

2001A	Option Period 2	F Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
2001B	Option Period 2	C Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
2001C	Option Period 2	S Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
2001D	Option Period 2	I Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
3001	Option Period 3	Investment Management, Securities Lending, and Custody and Administrative Services			
3001A	Option Period 3	F Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
3001B	Option Period 3	C Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation

3001C	Option Period 3	S Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
3001D	Option Period 3	I Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
4001	Option Period 4	Investment Management, Securities Lending, and Custody and Administrative Services			
4001A	Option Period 4	F Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
4001B	Option Period 4	C Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
4001C	Option Period 4	S Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation
4001D	Option Period 4	I Fund	24	Months	See Section J - Attachment 04 Appendix C. – Manager Compensation

Section C: Descriptions and Specifications

C.1. Scope of Work

1. Mission

The FRTIB, created by the Federal Employees' Retirement System Act of 1986, administers the TSP for Federal employees. The TSP is a defined contribution plan similar to 401(k) plans in the private sector.

2. Scope

The Contractor shall receive and invest monies representing cash flows in a manner consistent with the specifications, terms, and conditions set forth in the Statement of Work (SOW) and contract awarded as a result of this RFP. The work to be performed under this SOW related to the Funds shall be inclusive of the provision of investment management services, securities lending agency services, custody and administrative services, and all others enumerated in this RFP and the resulting contract.

3. Statutory Requirements

Title 5 of the United States Code, §§ 8438, 8472, and 8475, provides the major statutory requirements for TSP investments.

4. Definitions

a. Contractor

Use of the terms "Contractor," "Contractors," "Contractor A," and "Contractor B" in this RFP and the contract is intended to apply collectively to the investment manager and any subcontractors or other entities, regardless of the affiliation with the manager, whom the manager may retain to provide the services described in this document, including custodian duties.

b. Thrift Savings Plan (TSP)

The TSP, which is administered by the FRTIB, is a retirement plan similar to a 401(k) plan, offered to Federal employees. The following investment Funds are offered within the TSP. Each Fund is held as a separate account with the TSP as each Fund's sole owner.

<u>Fund</u>	<u>Description/Benchmark</u>
Government Securities Investment Fund (<i>G Fund</i>)	G Fund invests exclusively in a nonmarketable short-term U.S. Treasury security that is specially issued to the TSP. The earnings consist entirely of interest income on the security. The G Fund interest rate calculation is based on the weighted average yield of all outstanding Treasury notes and bonds with 4 or more years to maturity and is reset monthly.
Fixed Income Index Investment Fund (<i>F Fund</i>)	Bloomberg Barclays U.S. Aggregate Bond Index
Common Stock Index Investment Fund (<i>C Fund</i>)	S&P 500 Index
Small Capitalization Stock Index Investment Fund (<i>S Fund</i>)	Dow Jones U.S. Completion Total Stock Market Index
International Stock Index Investment Fund (<i>I Fund</i>)	MSCI EAFE Index (to change to the MSCI ACWI ex-US IMI Index)

NOTE: Throughout this RFP, any reference to returns of the MSCI EAFE Index and the MSCI ACWI ex-US IMI Index is on a net of dividend withholding taxes basis as calculated by MSCI. The same shall apply to all international indices cited by Offerors in responses to the attached questionnaire.

In addition to the above Fund options, the TSP offers participants Lifecycle Funds options (*L Funds*) with predetermined investment mixes across major asset classes designed to meet participants' investment objectives over various time horizons. There are currently five (5) L Funds that provide a range of target retirement dates. The L Funds invest exclusively in the G, F, C, S, and I Funds.

All of the TSP Funds are pre-notified funds, meaning participant orders are cut off at 12:00 noon ET, aggregated, and combined with other activity, resulting in investment orders that are placed with the index fund manager by 2pm ET for execution on that day. TSP orders will be settled on the next business day (T+1).

The Funds participate in securities lending. The cash collateral received against securities loans made from those Funds is invested in a pool that is primarily invested in the G Fund. The cutoff for G Fund transactions each business day is

1:30 PM, ET. That is, in order for the Agency to redeem cash collateral from the G Fund, the Agency must have notice by 1:30 PM one business day prior to the transfer. Similarly, for cash collateral to be deposited into the G Fund, the credit to the Agency's Treasury account must be received by 1:30 PM ET, in order to be included in that day's investment in the G Fund.

Note also that the G Fund on occasion has become unavailable for securities lending collateral reinvestment for periods of time when the U.S. Government has reached a debt ceiling impasse and begins exercising extraordinary measures in order to continue to fund the government's business.

C.2. Summary of Requirements

The Contractor shall:

1. Provide Investment Management Services for the TSP Funds

- Accept responsibility as a fiduciary pursuant to § 8477 of Title 5 of the United States Code for its acts and omissions in connection with the selection, purchase, investment, retention, management, and disposition of TSP assets and handle all fiduciary responsibilities described in § 8477 and § 8474 or other applicable laws related to the management or handling of financial assets. Award of this contract resulting from this RFP shall constitute an allocation by the Executive Director of certain responsibilities in accordance with § 2584.8477(e)-3(b) of title 29, Code of Federal Regulations. The Executive Director shall complete this allocation by affixing his/her signature to Attachment 01.
- Establish a daily-valued, unitized separate account vehicle, that accommodates daily cash flows, for each of the following four passively managed investment mandates:
 - i. F Fund separate account – a Bloomberg Barclays U.S. Aggregate Bond Index strategy,
 - ii. C Fund separate account – a Standard & Poor's 500 Stock Index strategy,
 - iii. S Fund separate account – a Dow Jones U.S. Completion Total Stock Market Index strategy, and
 - iv. I Fund separate account – a MSCI EAFE Index strategy. Following I Fund benchmark transition, a MSCI ACWI ex-US IMI Index strategy in a separate account vehicle that accommodates daily cash flows.
- Beginning with the date of receipt of first assets or cash, achieve, on a time-weighted basis, investment performance that closely tracks that of the

underlying indices, as measured and published by the index providers. The FRTIB monitors tracking error relative to the index on a monthly basis. Contractor shall secure appropriate licenses with index providers at Contractor's cost for all indices, both permanent and transitional (for the I Fund). The Contractor shall note that returns are to be reported net of fees and expenses and will be subject to public disclosure at monthly FRTIB Board Meetings and as otherwise deemed necessary by the FRTIB.

- Accommodate daily trade orders; orders will be pre-notified by 2:00 p.m. ET on the trade date, and settled the next business day (T+1).
- Manage liquidity; the Contractor shall manage the assets so as to minimize tracking error to the index while also providing sufficient liquidity for daily cash flows.
- Execute all trades efficiently, with an emphasis on seeking best execution and compliance with fiduciary standards. Minimize trading costs, and upon request, provide an explanation of transactions incurring trading costs above the average trading costs associated with managing assets benchmarked to the respective index.
- Notify the FRTIB of fair value pricing events the same business day as the day the events occur.
- Vote all proxies and address all corporate actions in a manner which will result in maximum financial benefits to TSP participants and in accordance with fiduciary responsibilities.
- Undertake reasonable commercial efforts to notify the FRTIB of material violations of laws and regulations by broker-dealers and other counterparties with which the Contractor transacts on behalf of the TSP Funds for the purpose of gaining or reducing portfolio exposures, including for securities lending, within a reasonable time following the date when Contractor becomes aware of such violations through public filings or media reporting. Materiality is reasonably determined by the Contractor's designated client service contacts.
- Disclose all potential and actual conflicts of interest as known and annually disclose all sources of firm revenue and all business relationships and affiliations.

- Accept financial responsibility for errors found to be caused by the Contractor and make appropriate remedy such that the Funds and participants will be made whole. Contractor will not be held responsible for TSP costs related to administratively applying or reprocessing of financial solutions associated with Contractor errors.
- Acknowledge or respond to all FRTIB inquiries by the close of business on the day received if received by the Contractor by noon on a business day; otherwise, by noon of the following business day. In this case, times cited are in the Contractor's time zone from which the FRTIB relationship is serviced.

2. Provide Custody and Administrative Services

- The Contractor (which as defined in Section C.1.4.a can include subcontractors) shall provide separate account vehicles for the custody of the above portfolios and perform necessary administrative services relating to custody of the portfolios. The Contractor shall unitize the separate account vehicles for the purpose of reporting settled trade orders and balances.
- Act as a depository and custodian holding all assets as received from FRTIB. The Contractor shall hold such assets and provide services including fund administration, fund accounting, fund valuation net of all cost except Agency administrative costs, claiming of dividend tax rebates, the filing of claims on shareholder class action litigation and the processing of amounts thereby received, and "middle office services" such as trade confirmations and reconciliations.
- Provide historical trade data retention services supportive of future class action claims on behalf of the TSP Funds.
- Be responsible for establishing all accounts in non-U.S. domiciles as needed, at the Contractor's expense, and for providing those same services that it provides for U.S. based accounts, as enumerated above.
- Provide transition management services as discussed in Sections C.4. and C.5. of this Statement of Work.
- Accept financial responsibility for errors found to be caused by the Contractor as specified in C.2.1.
- Engage an independent auditor, at the Contractor's expense, to provide

audited financial statements for each of the separate accounts.

3. Serve as a Securities Lending Agent

- Lend securities in the separate account index fund portfolios managed on behalf of the TSP so as to generate additional income for the TSP Funds.
- Manage a custom cash collateral reinvestment portfolio for the reinvestment of a portion of the cash collateral received against security loans.
- Provide a solution that meets ongoing liquidity needs associated with cash collateral reinvestment activities, given the liquidity constraints of the G Fund.
- Be responsible for all investment and operational activities relating to securities lending, including, but not limited to, approving counterparty borrowers, monitoring counterparty exposure, processing security recalls, etc.
- (b) (4)
- Establish a list of eligible borrowers and their agents and a maximum amount that may be borrowed by each borrower. Conduct ongoing reviews of borrowers' qualifications.
- Require that all loans of securities be collateralized by either cash or U.S. Government securities.
- Require competitive market levels of collateralization for domestic and international securities, including accrued income. Monitor collateral levels daily. Obtain additional collateral if mark-to-market values fall below acceptable levels.
- Collect all interest, dividends, or other distributions with respect to all loaned securities.
- To the extent TSP's securities are lent to the Contractor's affiliated entities, the Contractor shall have processes to ensure that loans made to such affiliates are in accordance with applicable laws and regulations, and are not economically disadvantageous to the TSP. The Contractor shall disclose the existence of any such loans to FRTIB within 30 days.

- Accept financial responsibility for errors found to be caused by the Contractor as specified in C.2.1.

4. Transition the I Fund's benchmark index—Contractor A only

- Provide transition services to change the I Fund's portfolio holdings to reflect an index strategy that tracks the MSCI ACWI ex-US IMI Index from an index strategy that tracks the MSCI EAFE Index within an agreed upon transition period over a predetermined number of stages between the FRTIB and investment manager.
- Provide investment management services as enumerated in C.2.1 for the TSP I Fund during a period in which the portfolio will track an agreed upon custom transition benchmark over an agreed upon time period and an agreed upon number of stages as it transforms from the MSCI EAFE Index to the MSCI ACWI ex-U.S. IMI Index. Proposals for custom transition benchmarks will be assessed and a determination will be made by the Agency with the Contractor chosen for the majority manager position.

If for any reason the FRTIB determines that a custom transition benchmark is not needed, the requirement of managing to a custom transition benchmark will be disregarded.

- Measure performance and provide attribution against the custom transition benchmark index over the transition period.
- Accept financial responsibility for errors found to be caused by the Contractor as specified in C.2.1.

5. Access to Data and Contractor Personnel

- Provide a primary point of contact to work with the FRTIB Contracting Officer's Representative (COR) for items required in the contract resulting from this RFP.
- Provide a primary point of contact to work with the FRTIB Contracting Officer (CO) for contract related items or issues.
- Provide FRTIB staff access to all senior investment personnel.
- Provide the FRTIB's auditor access to the firm's personnel, operations, and

records to perform the Agency's annual financial audit and semiannual financial reviews. This includes providing direct confirmations requested by the independent auditor, audited financial statements, and other documents such as audit reports on internal controls.

- Provide the Department of Labor, and its authorized contractor(s), access to the firm's personnel, operations, and records to perform fiduciary compliance audit(s).
- The FRTIB may require that Contractor personnel attend meetings in Washington, D.C. or other locations as required. Travel costs will not be reimbursed separately, rather the negotiated fees under the contract shall include all expenses including travel, lodging, and other allowable costs.

6. Disaster Recovery and Business Continuity Plans

- The contractor (and any supporting subcontractors) shall have a Business Continuity Management System (BCMS), including Information Technology Disaster Recovery Plans, that meets a business continuity industry professional standard (e.g., ISO 22301, NIST SP 800-34r1, NFPA 1600,) specifying requirements to plan, establish, implement, operate, monitor, exercise and test, review, maintain and continually improve a documented management system to protect against, reduce the likelihood of occurrence, prepare for, respond to, and recover from disruptive incidents when they arise. The contractor's BCMS shall be appropriate to its needs and meet FRTIB recovery requirements for critical business processes. The contractor shall notify FRTIB as soon as feasible about any disruptive incidents.
- The contractor shall annually provide information on audit, assessment, or testing results that demonstrate whether the contractor's BCMS conforms to: 1) FRTIB requirements and 2) the requirements of the applicable business continuity standards.

7. Service and Organizational Controls (SOC) Audits

The Contractor must ensure the existence of a comprehensive and up to date control environment for itself and its subcontractors/partners involved in this contract and make representations to the FRTIB. This representation is made by a SOC report. Contractor must annually perform a SOC 1 Type 2 audit. A registered independent auditing firm in good standing with Public Company Accounting Oversight Board will perform the audit. The Contractor will provide the:

Auditor's SOC Report

- Auditor's scope
- Description of controls
- Testing results and opinion
- Any recommendations and any required planned or completed corrective actions;

Contractor Corrective Actions (if applicable)

- Corrective action plans with committed delivery dates.

8. Personnel and Points of Contact

The Contractor shall provide skilled personnel required for the effective and efficient performance of the contract resulting from the RFP. The Contractor shall also designate both a primary point of contact that is available during normal business hours and an emergency point of contact that will be on-call during non-business hours in case of emergencies. These individuals may, but are not required to, be the same person.

C.3. Requirements for FRTIB Visits to the Contractor Site

At least annually, the FRTIB performs and documents a due diligence site visit at the Contractor site. The review topics shall include, but not be limited to, a discussion of the firm (e.g., firm status, firm-wide operational changes, new initiatives or new developments), investment staff review (personnel changes/realignments), process review (e.g., changes in strategy, enhancement of processes, and trading issues, if any), a review of Fund performance (e.g., performance relative to the appropriate benchmark), and a review of securities lending performance that includes a discussion of relevant developments. It is expected that each site visit agenda will also include one or more special topics reflective of initiatives, structural changes, or other matters deemed important by either the FRTIB or the Contractor.

The Contractor shall provide the FRTIB with data and site access for the purpose of due diligence visits.

C.4. Phase-In/Phase-Out Requirements

Services under the contract resulting from this RFP are vital to the FRTIB and shall be continued without interruption. The Contractor shall comply with the following:

1. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition during both the phase-in and phase-out phases (if applicable).
2. The Contractor shall, upon the Contracting Officer's written notice, (1) furnish

phase-in services for up to 180 calendar days after award of the contract resulting from this RFP, and (2) negotiate in good faith a plan with the predecessor Contractor and the FRTIB to determine the nature and extent of phase-in services required. Phase-in services include, but are not limited to, development and execution of a plan for transition of asset management, securities lending, and custody and administrative services. The Contracting Officer reviews and provides approval to the plan. The Contractor shall provide sufficient experienced personnel during the phase-in period to ensure that the services called for by the contract resulting from this RFP are maintained at the required level of proficiency.

3. If the Contractor is not the successful offeror on an RFP subsequent to the contract which is awarded based on this RFP, then the Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-out services for up to 180 calendar days after the contract expires, and (2) negotiate in good faith a plan with a successor, or successors, and the FRTIB to determine the nature and extent of phase-out services required. Phase-out services include, but are not limited to, development and execution of a plan for transition of asset management, securities lending, and custody and administrative services. The plan shall specify a date for transferring responsibilities of work described in the plan. The Contracting Officer reviews and provides approval to the plan. The Contractor shall provide sufficient experienced personnel during the phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor(s) maintain the continuity and consistency of the services required by this agreement.
4. In the event of termination, the Contractor shall transfer the assets to a separate or commingled account on the books of the Contractor or to a separate or commingled account with another Contractor at the request of the FRTIB upon 30 days' written notice.
5. In advance of receipt of the initial TSP assets, the Contractor shall participate in testing the process for transmission of the electronic data file containing the daily earnings. Such testing includes, but is not limited to, earnings for the offered Fund(s) based on hypothetical balances provided by the FRTIB, and provision of any technical assistance required to establish the electronic data link with the Agency's recordkeeping system.
6. The Contractor shall accept the in-kind transfer of assets from the prior Contractor into the proposed account at no additional cost to the TSP.

7. The Contractor shall be responsible for all fees and costs associated with the preparation for transfer of assets, the transfer of assets and the establishment of accounts. Further, the Contractor shall be responsible for all costs related to operational errors involved in the transfer of assets. In the event of fault being indeterminate, the receiving Contractor or Contractors and the transferring Contractor agree to equal sharing of liability for all errors in processing the transfer of assets from one to the other(s).
8. The Contractor shall work with all independent agents or consultants authorized by the FRTIB to represent and assist the FRTIB with the process of seamlessly transitioning assets from one Contractor to another Contractor(s).
9. The Contractor shall obtain from the Department of Labor any required exemptions from prohibited transaction restrictions contained in FERSA (e.g., ability to utilize exchange traded funds), without charge to the TSP.
10. The Contractor shall provide information on any insurance policies that protect TSP assets against loss resulting from violations of fiduciary duty or errors and omissions. The Contractor shall provide information demonstrating compliance with the bonding requirements of § 8478 of Title 5 of the United States Code.

C.5. Targeted Allocations of Contractor A and Contracting B

In addition to the foregoing in Section C.6 Phase-In/Phase-Out Requirements, the following shall apply with regard to the intended two-manager structure applied to each of the Funds:

1. Initial funding of Contractor A and Contractor B: Contractor shall provide transition management services until transition is complete for each Fund. There will be no performance holiday, meaning no period during which Fund performance is not expected to continue to track the Funds' respective indices. There will be no blackout period, meaning no period during which the Funds will be shielded from accepting subscriptions or funding redemptions.

Initial funding for the F Fund, the C Fund, and the S Fund will be made by 1) a one-time simultaneous in-kind transfer of securities and cash on as close to a pro-rata basis as is reasonably possible from the Funds' current Contractor to Contractor A and to Contractor B or 2) depending on FRTIB's and Contractors' views of administrative ease, costs, and avoidance of operational errors, a sequential approach by Contractor and/or by Fund may be taken. Deviations from pro-rata transfer of assets may result if it is determined that an optimization, sampling, all cash, partial cash, schedule of cash transfers, or other approach may secure greater administrative ease and operational error avoidance for all parties while also protecting the interest of TSP participants (i.e. keeping costs low).

Initial funding for the I Fund to Contractor A will be made by a one-time in-kind transfer of all securities and cash to Contractor A from the existing Contractor. Initial funding for the I Fund to Contractor B will be made by a one-time pro-rata transfer of securities and cash as practicable or a one-time transfer of USD \$1 billion (greater, if agreeable) facilitated by the FRTIB from Contractor A to Contractor B. Such one-time transfer to Contractor B will occur only following Contractor A's completion of the transition of the I Fund benchmark as described in section C.2.4 of the Statement of Work, but not later than 90 days following the completed transition of the benchmark. Subsequent to the transfer to Contractor B and as needed, Contractor B shall receive additional funding through cash flows resulting from positive net daily transactions (defined as participant and employer related transactions of all types and L Fund rebalancing transactions) until the target percentage is reached, estimated to be over a period of 6 months to not more than 12 months. Until the target percentage for Contractor B is reached for the I Fund, all negative net daily transactions shall be sourced from Contractor A. If deemed necessary, the FRTIB may further facilitate funding of Contractor B to target by scheduling redemptions from Contractor A and deposits to Contractor B. As above, deviations in the I Fund funding methodology may result if it is determined that an optimization, sampling, all cash or partial cash, schedule of cash transfers, or other approach may secure greater administrative ease and operational error avoidance for all parties while also protecting the interest of TSP participants (i.e. keeping costs low). Solutions related to local country restrictions will be considered as required.

Target percentages for the F, C, S, and I Funds will be considered reached when within 0.1%.

All decisions ultimately remain at the complete discretion of the FRTIB.

2. Deviation from target percentages: Once all target percentages are reached, the FRTIB will monitor the allocations to Contractor targets on at least a quarterly basis. Upon review and based on reaching a threshold of absolute 1% deviation from the target percentage allocation as determined by the FRTIB, the FRTIB will direct net daily transactions to bring Contractor allocations in line with target percentages by directing all positive net daily transactions to the Contractor requiring an increase in assets and sourcing all negative net daily transactions from the Contractor requiring a decrease in assets until target percentages are reached to within 0.1%. The FRTIB will provide notification of at least five business days prior to deviating from pro-rata allocation of net daily transactions in order to bring Contractor allocations in line with targets.
3. Allocation of daily net transactions: When Contractor allocations are deemed to be acceptably in line with targets, net daily transactions will be directed to the Contractors (or sourced from the Contractors as the case may be) on a pro-rata basis with their assigned target allocation percentages.

4. **Periodic review:** The FRTIB reviews the Contractors on a periodic basis for investment performance, securities lending performance, custody and administrative services, as well as other deliverables, but, not less than annually. The FRTIB also periodically reviews statistical analysis of TSP net daily transactions, but, not less than every two years. As a result of either of the two reviews, the FRTIB may in its sole discretion, and without competitive re-bidding or consent from the Contractor, re-target percentages so that Contractor B will manage no more than 30% and no less than 10% of the assets of any one Fund. Notwithstanding the foregoing, changes in target allocations are not expected during the Contract period. Adjustment to new targets will be made effective through the directing of net daily transactions, by directing all positive net daily transactions to the Contractor requiring an increase in assets and directing all negative net daily transactions from the Contractor requiring a decrease in assets. The FRTIB will provide notification of at least 30 calendar days prior to beginning re-targeting attributable to periodic performance and transactions reviews.
5. **Termination of Contractor:** The FRTIB may, for any reason with thirty days' notice (earlier if deemed urgent), direct that the Contractor be terminated and that all TSP Funds under management with the Contractor be transferred to the discretion of the other Contractor. Transfer will occur as soon as practicable with the full assistance of the Contractor relinquishing discretion over assets, as outlined above in C.6. Phase-In/Phase-Out Requirements. Until the transition is completed or a successor Contractor found, the receiving Contractor shall be immediately responsible for all net daily transactions upon notice from the FRTIB. If Contractor A is terminated, Contractor B shall assume management of 100% of each Fund's assets without re-competition. Following Contractor B assuming management of 100% of each Fund's assets, at the discretion of the FRTIB, a re-competition may be conducted to find a new Contractor to assume the majority or the minority position. Once established and funded, the two-Contractor structure will remain in place at the discretion of the FRTIB, but, no longer than the final date of the existing Contract with original Contractor B. If Contractor B is terminated, all assets will similarly transfer to Contractor A without re-competition. Following Contractor A assuming management of 100% of each Fund's assets, at the discretion of the FRTIB, a re-competition may be conducted to find a new Contractor to assume the minority position. Once established and funded, the two-Contractor structure will remain in place at the discretion of the FRTIB, but, no longer than the final date of the Contract with original Contractor A.
6. **Contractor suspension of operations:** If for any reason either Contractor A or Contractor B experiences a suspension of operations such that it is unable to perform its duties under the contract, the other Contractor shall assume immediate full responsibility for all net daily transactions until the condition is resolved or it is determined that the Contractor experiencing the suspension should be terminated.

Section D: Packaging and Marking

Not Applicable.

Section E: Inspection and Acceptance

The basis for acceptance shall be in compliance with the requirements set forth in the award of this contract. The Contracting Officer Representative (COR) will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of any deliverable, the Contractor will be notified in writing by the COR of the specific reasons the deliverable was rejected. If no comments from the COR are provided within ten (10) business days of receipt, the deliverable will be deemed to have been accepted by the Agency. Documents not approved by the FRTIB must be resubmitted with changes within 10 business days and the FRTIB will have another 10 business-day review period. If after the third submission the deliverable is unacceptable to FRTIB, the Program Manager, COR, and CO will meet to discuss corrective actions.

Section F: Performance/Deliverables

F.1. Period of Performance

The period of performance for this contract shall be a twenty-four-month Base Period from the effective award date with four (4) twenty-four-month Option Periods. This contract shall expire 120 months from award or at the end of the agreement period, whichever is earlier. Periods of performance are identified as follows:

- Base Period – February 1, 2020 through January 31, 2022
- Option Period 1 – February 1, 2022 through January 31, 2024
- Option Period 2 – February 1, 2024 through January 31, 2026
- Option Period 3 – February 1, 2026 through January 31, 2028
- Option Period 4 – February 1, 2028 through January 31, 2030

F.2. Place of Performance

Work shall be performed at the Contractor's facilities. The FRTIB may request that Contractor staff meet with FRTIB employees and board members. Access to the FRTIB Headquarters (77 K Street NE Washington, DC 20002) will be granted as needed based on mutually agreed upon times between the contractor and the FRTIB.

F.3. Deliverables

The deliverable reports listed below shall be reviewed and updated every year to reflect changes in policies and procedures and any applicable regulatory guidance.

1. Daily Reports

Daily Reports shall be submitted and include information as follows:

- a. Provide, no later than 3:00 p.m. ET the next business day after each trade date, a statement of assets and transaction summary report. The asset statement shall be comprised of a summary of the cost and market value of the assets held in the separate account reported in terms of the number of units of the unitized separate account that are held, and their cost, current unit value and total market value. The transaction summary report detailing each trade shall include the number of units purchased or sold, unit value, and trading costs (including purchased/sold accrued interest where applicable) and trading cost per unit. The unit value shall reflect dividends and other income credited since the last trade.
- b. Submit earnings for each separate account daily, electronically in a format provided by the FRTIB. Earnings are calculated as of each TSP business day. Total net earnings include capital gain or loss (net of trading costs), dividend income, securities lending income, any income from the cash account, or any other income. The daily earnings figures are to be transmitted as soon as available each business day, but no later than 6:00 p.m. ET. Procedures must be established for notifying the Agency and the TSP record keeper if the earnings figures are not transmitted by 6:00 p.m. ET.
- c. Submit the market value of the assets as of the close of each TSP business day. The market value shall be reported in terms of the number of units held in the separate account and the current value of the units.
- d. Provide the estimated income from securities lending activity each day by 6:00 a.m. ET the next morning.
- e. Make available a daily report of securities lending collateral, identifying daily collateral required and pledged.

2. Monthly Reports

Monthly Reports shall be submitted and include information as follows:

- a. Provide investment activity reports that include, at a unitized level, all investment activity for the period: purchases and sales, with number of units, price, total cost/proceeds and realized gain or loss. This report must be

available on a daily basis showing cumulative month to date activity.

- b. Provide website access to detailed current and historical holdings and transactions on a security level basis on at least a monthly basis.
- c. Provide investment performance tracking reports and attribution reports - Performance results shall be time-weighted rates of return for the separate account by month, calendar year to date, and for the last 12 months, presented with the corresponding benchmark returns and differences in period performance on the first business day after month end. The Contractor shall also provide 3, 5, and 10 year rates of return, if available. The Contractor shall provide since inception and other period performance and attribution calculations as requested. Note that performance reporting shall be on a net of all fees, expenses, and trading costs basis. For clarity, this includes reporting performance after netting transaction costs resulting from L Fund rebalancing and participant and employer driven transactions communicated to the Contractor daily.
- d. Provide a performance attribution report by month and year to date within 10 business days of each month end.
- e. Provide the Agency with a report showing the characteristics of the portfolio at month end as compared to the benchmark.
- f. Provide the Agency with a report of class action settlement activity, showing any class actions opened, any class actions settled and the settlement amounts.
- g. Provide a monthly report that includes amount of assets on loan, utilization rate, revenue earned, total spread attributed to intrinsic or reinvestment spread, collateral levels, and borrower exposure.
- h. Provide a monthly report on investment characteristics of securities lending collateral.
- i. Provide a monthly report on securities lending activity and outstanding loans, including amounts by borrower.
- j. Provide regular reporting demonstrating evidence that loans made to its affiliated entities were not economically disadvantageous to the TSP and that loans were made at rates comparable to the rates for loans of similar securities to non-affiliated entities and/or are in line with market rates for such

loans.

- k. Provide detailed bills covering all fees.

3. Quarterly Reports

Quarterly Reports shall be submitted and include information as follows:

- a. Provide a report prepared by an independent third party assessing the compliance of the Fund with the Contractor's proxy voting policy/guidelines.
- b. Provide a report of all derivatives exposures in the Fund.
- c. If the firm is not publicly held, provide firm level quarterly financial statements that are audited and are prepared on an accrual basis of accounting by an independent certified public accountant licensed by the Contractor's state of incorporation to perform such services.
- d. Within 60 days of any quarter end, provide quarterly securities lending and investment Fund review, including performance relative to benchmark and attribution. Also include information related to a discussion of the firm, investment staff review, process review, and other information deemed pertinent, including special topics, if any. At the option of the FRTIB, the reviews may include a conference call to discuss the review, an in-person visit of the Contractor to the Agency premises, or a submission only of the review to the FRTIB via e-mail. An annual review made as part of an annual due diligence visit to the Contractor by FRTIB staff may, at the option of the FRTIB, be combined with a quarterly review as long as performance and attribution reporting are clearly separated and identified.

4. Annual Reports

Annual Reports shall be submitted and include information as follows:

- a. Provide the FRTIB with a statement of proxy voting policies and periodic reports explaining any votes that are exceptions to stated policies. Provide updates as policies are revised.
- b. Provide evidence of fidelity bond and errors and omissions professional liability coverage.
- c. Provide current Form ADV Parts 1 and 2.
- d. Provide an annual report regarding the diversity of the Contractor's workforce in accordance with Pub. Law 111-31, Div. B, tit. I, sec. 105 to be provided to

the FRTIB no later than April 30 of each year, relating to the previous calendar year.

- e. Provide annual financial statements for the separate account that are audited and reviewed by an independent third party certified public accountant licensed by the Contractor's state of incorporation to perform such services.
- f. If the firm is not publicly held, provide annual firm level financial statements that are audited and are prepared on an accrual basis of accounting by an independent certified public accountant licensed by the Contractor's state of incorporation to perform such services.
- g. Provide the FRTIB with an annual service organization controls report (SOC 1 Type 2).
- h. Provide a report on the investment manager's use of women/minority owned brokers.
- i. Provide data on the firm's management composition as it relates to women/minorities.
- j. Provide a summary of the firm's diversity philosophy.

F.4. Deliverables Management

The Contractor shall provide the deliverables identified in Section F.3. per the schedules specified herein. If a deliverable date falls on a weekend or holiday, the Contractor shall submit the deliverable on the last business day prior to the due date. Deliverables shall be submitted to the COR in an agreed upon format.

The deliverable schedules listed below shall be reviewed and updated every year to reflect changes in policies and procedures and any applicable regulatory guidance. Days noted are business days unless 30, 60, or 90, in which case they are to be considered the last calendar day of one (1) month, two (2) months, and three (3) months respectively following the last calendar day of the reporting period.

<u>Frequency</u>	<u>SOW Paragraph</u>	<u>Delivery Date/Time</u>
Daily Reports	F.3.1.a	T+1; 3:00 pm EST
	F.3.1.b	6:00 pm EST
	F.3.1.c	6:00 pm EST
	F.3.1.d	T+1: 6:00 am EST
	F.3.1.e	T+1: 6:00 am EST

Monthly Reports	F.3.2.a	M+1
	F.3.2.b	M+1
	F.3.2.c	M+1
	F.3.2.d	M+10
	F.3.2.e	M+10
	F.3.2.f	M+10
	F.3.2.g	M+10
	F.3.2.h	M+10
	F.3.2.i	M+10
	F.3.2.j	M+10
	F.3.2.k	M+10
Quarterly	F.3.3.a	Q+60
	F.3.3.b	Q+10
	F.3.3.c	Q+60
	F.3.3.d	Q+60
Annual Reports	F.3.4.a	Y+90
	F.3.4.b	Y+90
	F.3.4.c	Y+90
	F.3.4.d	Y+90
	F.3.4.e	Y+90
	F.3.4.f	Y+90
	F.3.4.g	Y+90
	F.3.4.h	Y+90
	F.3.4 i	Y+90
	F.3.4 j	Y+90

Section G: Contract Administration

G.1. Contracting Officer (CO)

Responsibility for contracting activities rests solely with the FRTIB CO. The CO is responsible for directing any changes in the terms, conditions, or amounts cited in the contract. No conversation, recommendations, or direction, whether given directly by, or implied by FRTIB personnel, that will affect the scope, schedule, or price of this contract, shall be acted upon by the Contractor unless specifically approved by the FRTIB's CO. In the event that the Contractor implements changes to the contract at the direction of any person other than the CO, the Contractor will not receive reimbursement for work performed pursuant to those unauthorized changes. Contractual interpretation and assistance may be obtained by contacting the CO.

G.1.1. Contracting Officer

Name: Ms. Monique Mitchell (Contracting Officer)
Phone Number: 202-864-8608
Email Address: Monique.Mitchell@tsp.gov

Name: Mr. Matthew Hamilton (Contract Specialist)
Phone Number: 202-864-8738
Email Address: Matthew.Hamilton@tsp.gov

G.2. Contracting Officer's Representative (COR)

The CO shall designate in writing a COR who is responsible for administering the performance of work under this contract by:

- a. Monitoring the Contractor's progress
- b. Assessing performance
- c. Recommending to the CO changes in requirements
- d. Interpreting the scope of work
- e. Performing inspections and acceptances of data items required by this order,
- f. Assisting the Contractor in the resolution of technical problems encountered during the performance of the order.

G.2.1. Contracting Officer Representative (COR)

Name: Benjamin Gong
Phone Number: 202-639-4429
Email Address: Benjamin.Gong@tsp.gov

Alternate COR

Name: Anthony Whitten
Phone Number: 202-864-8668
Email Address: Anthony.Whitten@tsp.gov

Alternate II COR

Name: Michael Jerue
Phone Number: 202-942-1467
Email Address: Michael.Jerue@tsp.gov

G.3. Contract Option Periods

Award of an initial contract will not obligate the Agency to exercise any options. Prior to exercising any option, the Agency will determine that (1) funds are available, (2) the requirement covered by the options fulfills an existing need of the Agency, and (3) exercising the option is the most advantageous method of fulfilling the Agency's needs, price and other factors considered. Failure to exercise an option will not obligate the

Agency to pay any charges to the contractor or any other party.

G.4. Interpretation or Modification

No verbal statement by any person, and no written statement by anyone other than the CO, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this contract. All requests for interpretation or modification shall be made in writing to the CO or Contract Specialist.

G.5. FRTIB Hours and Legal Holidays

Normal business hours for FRTIB personnel are 7:30 AM to 4:30 PM Eastern Standard Time, Monday through Friday, excluding Federal holidays and official Federal Government closures in the Metropolitan DC area. The following Federal holidays are observed by the FRTIB:

Holiday	Date
New Year's Day	January 1
Inauguration Day – National Capital Region only	January 20, as observed
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4, as observed
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11, as observed
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

In events such as a Government closing due to severe weather or security issues, the Contractor is expected to complete and send deliverables on time. If the Contractor believes there is a Government caused (potential or actual) delay in completing the tasks and deliverables stated herein, the CO and COR are to be notified immediately in writing (via email). All delays that the contractor believes are caused by the Government shall be sufficiently documented so as to provide adequate proof of the cause of delay (i.e. include names, dates, subjects).

Section H: Special Contract Requirements

H.1 RESERVED

H.2 RESERVED

H.3 RESERVED

H.4 RESERVED

H.5 RESERVED

H.6 RECORDS MANAGEMENT OBLIGATIONS

“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:

- (1) includes Agency records.
- (2) does not include personal materials.
- (3) applies to records created, received, or maintained by Contractors pursuant to their Agency contract.
- (4) may include deliverables and documentation associated with deliverables.

C. Requirements

- (1) Contractor shall comply with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), as well as the Contractor’s policies and procedures related to records retention.
- (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) FRTIB and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. *To the extent permitted by applicable law or regulatory authority*, in the event of any unlawful or accidental removal, defacing, alteration or destruction of records, Contractor must report to FRTIB promptly upon becoming aware. Contractor shall follow its records retention policies and procedures, which have been designed to comply with applicable laws.

(5) The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract vehicle. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FRTIB control or the Contractor must hold it until otherwise directed in accordance with the Contractor's record retention policies and procedures, which have been designed to comply with applicable law. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

(6) The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) 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 sub-contractor) is required to abide by Government and FRTIB guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(7) The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with FRTIB policy.

(8) The Contractor shall not create or maintain any records containing any non-public Agency information that are not specifically tied to or authorized by the contract.

(9) The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

(10) The FRTIB owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FRTIB shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

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

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flowdown 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 vehicle, 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.

(End Clause)

H.7 RESERVED

H.8 RESERVED

H.9 RESERVED

H.10 FRTIB PROTEST PROCEDURES

(a) An interested party who files a protest with FRTIB has the option of requesting review and consideration of the protest by either the Contracting Officer (CO) or the Division Chief of Contracting (DCC). The protest must clearly indicate the official to whom it is directed.

(b) If the protest is directed to the CO, a copy of the protest must be sent to the DCC at the same time the protest is filed. The mailing address for the DCC is:

Division Chief of Contracting
Office of Chief Financial Officer (OCFO)
Federal Retirement Thrift Investment Board (FRTIB)
77 K St. NE, Suite 1000
Washington, DC 20002

(c) Review and consideration of a protest by the DCC is an alternative to review and consideration by the CO.

(End Clause)

H.11 CONTRACTOR REQUIREMENTS, CONFIDENTIALITY AND NON-DISCLOSURE

(a) Contractor personnel will have access to some privileged and confidential materials of the FRTIB.

These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of the FRTIB. The contractor will not have access to PII or FRTIB information systems.

H.12 RESERVED

H.13 CLASS ACTION SECURITIES LITIGATION PROOF OF CLAIMS PROCESSING

a) Contractor shall exercise reasonable diligence to actively identify and monitor all domestic class action litigation relating to securities held by the Contractor on behalf of the Thrift Savings Fund during the relevant class period.

(b) Subject to paragraph (e), Contractor will prepare and submit claims and supporting documentation in respect of any and all domestic class action litigation to which the Thrift Savings Fund has exposure held by the Contractor on behalf of the Thrift Savings Fund.

(c) Contractor will respond to inquiries from claims administrators arising from the Thrift Savings Fund's participation in class action litigation and make changes to the filings of claims forms as needed to address such inquiries. Where additional information is required to prepare and submit claims, the Contractor will contact the FRTIB as soon as reasonably practicable.

(d) Contractor will credit the Thrift Savings Fund upon receipt of claim proceeds from the administrator as soon as reasonably practicable.

(e) At least 45 business days before the expiration of a statute of repose or any opt-out deadline for any domestic class action to which FRTIB has exposure, Contractor shall notify the FRTIB.

(f) The FRTIB shall notify the Contractor at least 5 business days before the claims filing deadline if the FRTIB does not wish the Contractor to proceed with filing a claim.

(g) The Contractor shall make available to the FRTIB, and to any third party securities litigation monitoring firm providing securities litigation monitoring services to the FRTIB, the following:

(1) Upon request, a transaction feed containing all positions/holdings of all market purchases and sales of securities held by the Contractor on behalf of the Thrift Savings Fund. The file must be provided in a delimited editable format and contain, at a minimum: transaction type and related codes, trade and settlement dates, price per security, and quantity.

(2) A monthly report of each class action identified by the Contractor, which includes (as applicable): the name of the action, the date a claim was submitted on the Thrift Savings Fund's behalf; the amount received; and the date monies were credited to the Thrift Savings Fund.

(3) Upon request, written documentation of the Contractor's procedures for monitoring and identifying class action litigation relating to securities held by the Contractor on behalf of the Thrift Savings Fund during the relevant class period.

H.14 ADDITIONAL DISCLOSURES

(a) Upon request, the contractor will disclose to the FRTIB the amount of any gains, revenue, or remuneration received by the contractor or any of its affiliates from any source or party if the gains, revenue, or remuneration would not be received but for the contractor providing services under this contract.

(b) Upon request, the contractor will provide the FRTIB with a detailed description of its methodology for calculating securities lending income and will disclose all amounts that are netted from securities lending income.

H. 15 PLAN ASSETS

All custody accounts, deposit accounts, omnibus accounts, subaccounts, or any other accounts used in the course of providing services under this contract are plan assets.

Section I: Contract Clauses

The Federal Retirement Thrift Investment Board is a federal independent agency operating with non-appropriated funds. Selected statutory language contained in the FAR applies to this procurement, and is incorporated below and throughout the contract.

1. Clauses Incorporated by Reference

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 Procuring Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://acquisition.gov/far/index.html>
<https://acquisition.gov/gsam/gsam.html>

Clauses Incorporated By Reference		
Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1994
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-7	System of Award Management	OCT 2018
52.209-6	Protecting the Governments interest when subcontracting with Contractors debarred, suspended, or proposed for debarment	OCT 2015
52.212-1	Instructions to Offerors -- Commercial Items	OCT 2018
52.212-4	Contract Terms And Conditions—Commercial Items	SEPT 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991

2. Clauses Incorporated by Full Text

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (October 2015)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End Clause)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2017) [FAR TITLE MODIFIED AND FAR CLAUSE CONTENTS MODIFIED TO REMOVE ALL FAR CLAUSES NOT CHECKED AS APPROPRIATE]

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).

(2) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

(4) 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:

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

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

 X (9) 52.209-7, Information Regarding Responsibility Matters (Jul 2013)

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 X 53.217-5 Evaluation of Options **(Jul 1990)**

 X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

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

 X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

X (43) 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).

X 52.237-3 Continuity of Services (JAN 1991)

X (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(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:

X (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. 351, *et seq.*).

(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—

- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (viii) 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.
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

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.

FAR 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 sixty (60) days prior to contract expiration.

FAR 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 30 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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.

FAR 52.233-1 Disputes (May 2014)

- (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required);

or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the

Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

Alternate I (Dec 1991). As prescribed in 33.215, substitute the following paragraph (i) for the paragraph (i) of the basic clause:

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

Section J: List of Attachments

Attachment Number	Title
01	Allocation of Fiduciary Duty Form
02	Non-Disclosure Agreement (Contractor)
03	BTC and FRTIB Non-Disclosure Agreement
04	Investment Management and Custody Agreement (including Appendices and Exhibits therein) 1. Appendix A - Custody Agreement 2. Appendix B - Electronic Order Interface 3. Appendix C - Manager Compensation 4. Appendix D - Investment Guidelines for each TSP Fund 5. Appendix E - Securities Lending Program 6. Appendix F - Trading Annex 7. Appendix G – Transition Assignment Annex
05	Plan of BlackRock Institutional Trust Company, N.A. Investment Funds for Employee Benefit Trusts ("Plan Document")
06	Schedule A to Plan Document
07	Managing ERISA Assets
08	16 Things You Should Know: Information about BTC
09	STIF Guidelines
10	FRTIB Incident Response Policy
11	FRTIB Error Remediation Procedures