

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

1. REQUISITION NO. PR-2021-STD-0140 PAGE 1 OF 100

2. CONTRACT NO. TIB-2021-C-0003 3. AWARD/EFFECTIVE DATE See Block 31c. 4. ORDER NO. 5. SOLICITATION NUMBER TIB-2018-RFP-0012 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY FRTIB CODE 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 525110 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [X] 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 [X] RFP [] RFQ [] IFB

15. DELIVER TO FRTIB CODE 16. ADMINISTERED BY FRTIB CODE 77 K Street, NE Suite 1000 Washington DC 20002

17a. CONTRACTOR/OFFEROR CODE 1ZD18 FACILITY CODE 18a. PAYMENT WILL BE MADE BY FRTIB CODE ACCENTURE FEDERAL SERVICES LLC ACCENTURE NATIONAL SECURITY SERVICES 800 NORTH GLEBE RD #300 ARLINGTON VA 22203 77 K Street, NE Suite 1000 Washington DC 20002 PHONE:202-942-1600 FAX: TELEPHONE NO. DUNS: 13972714 DUNS+4:

[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER [] 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 See CONTINUATION Page (b)(4) (b)(4) 26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4) (b)(4)

[] 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 1 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 (b)(6) (b)(6) 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) RAVINDRA DEO 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b)(6) (b)(6) 30c. DATE SIGNED 11/13/2020 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ravindra Deo 31c. DATE SIGNED 11/13/2020

Section B – Schedule of Supplies or Services & Prices/Costs

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B.1 Schedule of Supplies or Services and Prices

B.1.1 Transition – Begins at Contract Award

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	<p>Transition - The Contractor shall successfully convert the current TSP Recordkeeping environment to the new TSP Recordkeeping environment in accordance with Transition requirements in the Contractor Performance Work Statement to achieve the transition services objectives in the Statement of Objectives (SOO) (See Attachment J.1).</p> <p>(b) (4)</p> <p>(b)(4)</p> <p>This Contract Line Item Number (CLIN) is Firm-Fixed-Price.</p> <p>This CLIN is to be incrementally funded.</p> <p>PR-2021-STD-0140 (b) (4)</p>	(b) (4)		(b)(4)	
				Sum of Transition	Total Amount
					(b) (4)
					(b)(4)

B.1.2 Base Period Option – To be executed after acceptance of Transition requirements by FRTIB via unilateral modification

Program Year 1 (Period of Performance – Go Live date through 36-months)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
1001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
1002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	1002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	1002B – Residential Loans – one charge per occurrence				
	1002C – RBCOs: one charge per occurrence				
	1002D – CSCOs: one charge per occurrence				
	1002E – RESERVED				
	1002F – Annual Mutual Fund Account Fee			(b)(4)	
	1002G – Mutual Fund Window Buy/Sell Transaction				
1003	Storage and access of historical data (Acquisition of data)				(b)(4)
1004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
1005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 1001, 1003 and 1005					Total Est Amount (b)(4) (b)(4)

Program Year 2 (Period of Performance - 12-months after Program Year 1)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
2001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
2002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	2002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	2002B – Residential Loans – one charge per occurrence				
	2002C – RBCOs: one charge per occurrence				
	2002D – CSCOs: one charge per occurrence				
	2002E – RESERVED				
	2002F – Annual Mutual Fund Account Fee		(b)(4)		
	2002G – Mutual Fund Window Buy/Sell Transaction				
2003	Storage and access of historical data (Acquisition of data)				(b)(4)
2004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
2005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 2001,2003 and 2005					Total Est Amount (b)(4) (b)(4)

Program Year 3 (Period of Performance - 12-months after Program Year 2)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
3001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
3002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	3002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	3002B – Residential Loans – one charge per occurrence				
	3002C – RBCOs: one charge per occurrence				
	3002D – CSCOs: one charge per occurrence				
	3002E – RESERVED				
	3002F – Annual Mutual Fund Account Fee		(b)(4)		
	3002G – Mutual Fund Window Buy/Sell Transaction				
3003	Storage and access of historical data (Acquisition of data)				(b)(4)
3004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
3005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 3001,3003 and 3005					Total Est Amount (b)(4)
Sum Base Period CLINS X001s, X003s and X005s					Total Est Amount (b)(4)

B.1.3 Option Period One (1) – Begins after Base Period

Program Year 4 (Period of Performance – 12-months after Program Year 3)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
4001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(6)		(b)(6)	
4002	Transaction Fees – Firm-Fixed Price (Quantities are estimated) 4002A – General Purpose Loans: one charge per occurrence 4002B – Residential Loans – one charge per occurrence 4002C – RBCOs: one charge per occurrence 4002D – CSCOs: one charge per occurrence 4002E – RESERVED 4002F – Annual Mutual Fund Account Fee 4002G – Mutual Fund Window Buy/Sell Transaction	(b)(4)		(b)(4)	
4003	Storage and access of historical data (Acquisition of data)				(b)(4)
4004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
4005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 4001,4003 and 4005					Total Est Amount (b)(4)

Program Year 5 (Period of Performance – 12-months after Program Year 4)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
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5001	<p>Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below.</p> <p>This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.</p>	(b)(4)	
5002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)		
	5002A – General Purpose Loans: one charge per occurrence	(b)(4)	
	5002B – Residential Loans – one charge per occurrence		
	5002C – RBCOs: one charge per occurrence		
	5002D – CSCOs: one charge per occurrence		
	5002E – RESERVED		
	5002F – Annual Mutual Fund Account Fee:	(b)(4)	
	5002G – Mutual Fund Window Buy/Sell Transaction		
	5003 Storage and access of historical data (Acquisition of data)	(b)(4)	
	5004 Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)	(b)(4)	
	5005 Foreign and Metered Mail Cost Reimbursable		
Sum of CLINS 5001,5003 and 5005		Total Est Amount (b)(4)	

Program Year 6 (Period of Performance - 12-months after Program Year 5)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
6001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
6002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	6002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	6002B – Residential Loans – one charge per occurrence				
	6002C – RBCOs: one charge per occurrence				
	6002D – CSCOs: one charge per occurrence				
	6002E – RESERVED				
	6002F – Annual Mutual Fund Account Fee			(b)(4)	
	6002G – Mutual Fund Window Buy/Sell Transaction				
6003	Storage and access of historical data (Acquisition of data)				(b)(4)
6004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
6005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 6001, 6003 and 6005					Total Est Amount (b)(4) (b)(4)
Sum Option Period One (1) CLINS X001s, X003s and X005s					Total Est Amount (b)(4) (b)(4)

B.1.4 Option Period Two (2) – Begins after Option One

Program Year 7 (Period of Performance – 12-months after Program Year 6)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
7001	<p>Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below.</p> <p>This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.</p>	(b)(4)		(b)(4)	
7002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	7002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	7002B – Residential Loans – one charge per occurrence				
	7002C – RBCOs: one charge per occurrence				
	7002D – CSCOs: one charge per occurrence				
	7002E – RESERVED				
	7002F – Annual Mutual Fund Account Fee			(b)(4)	
	7002G – Mutual Fund Window Buy/Sell Transaction				
7003	Storage and access of historical data (Acquisition of data)				(b)(4)
7004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
7005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 7001, 7003 and 7005					Total Est Amount (b)(4) (b)(4)

Program Year 8 (Period of Performance - 12-months after Program Year 7)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
8001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
8002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	8002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	8002B – Residential Loans – one charge per occurrence				
	8002C – RBCOs: one charge per occurrence				
	8002D – CSCOs: one charge per occurrence				
	8002E – RESERVED				
	8002F – Annual Mutual Fund Account Fee			(b)(4)	
	8002G – Mutual Fund Window Buy/Sell Transaction				
8003	Storage and access of historical data (Acquisition of data)				(b)(4)
8004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
8005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 8001, 8003 to 8005					Total Est Amount (b)(4) (b)(4)

Program Year 9 (Period of Performance - 12-months after Program Year 8)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
9001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
9002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	9002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	9002B – Residential Loans – one charge per occurrence				
	9002C – RBCOs: one charge per occurrence				
	9002D – CSCOs: one charge per occurrence				
	9002E – RESERVED				
	9002F – Annual Mutual Fund Account Fee			(b)(4)	
	9002G – Mutual Fund Window Buy/Sell Transaction				
9003	Storage and access of historical data (Acquisition of data)				(b)(4)
9004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
9005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 9001, 9003 and 9005					Total Est Amount (b)(4)
Sum Option Period Two (2) CLINS X001s, X003x and X005s					Total Est Amount (b)(4)

B.1.5 Option Period Three (3) – Begins after Option Two

Program Year 10 (Period of Performance – 12-months after Program Year 9)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
10001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
10002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	10002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	10002B – Residential Loans – one charge per occurrence				
	10002C – RBCOs: one charge per occurrence				
	10002D – CSCOs: one charge per occurrence				
	10002E – RESERVED				
	10002F – Annual Mutual Fund Account Fee		(b)(4)		
	10002G – Mutual Fund Window Buy/Sell Transaction				
10003	Storage and access of historical data (Acquisition of data)				(b)(4)
10004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
10005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINs 10001, 10003 and 10005					Total Est Amount (b)(4)

Program Year 11 (Period of Performance - 12-months after Program Year 10)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
11001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
11002	Transaction Fees – Firm-Fixed Price (Quantities are estimated)				
	11002A – General Purpose Loans: one charge per occurrence	(b)(4)			
	11002B – Residential Loans – one charge per occurrence				
	11002C – RBCOs: one charge per occurrence				
	11002D – CSCOs: one charge per occurrence				
	11002E – RESERVED				
	11002F – Annual Mutual Fund Account Fee			(b)(4)	
	11002G – Mutual Fund Window Buy/Sell Transaction				
11003	Storage and access of historical data (Acquisition of data)				(b)(4)
11004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
11005	Foreign and Metered Mail Cost Reimbursable				
Sum of CLINS 11001, 11003 and 11005					Total Est Amount (b)(4) (b)(4)

Program Year 12 (Period of Performance – 12-months after Program Year 11)

CLIN	Description	Quantity	Unit	Unit Price	Estimated Amount
12001	Participant Fee – The Contractor shall assume responsibility of all Service Delivery, Security and Information Technology, and Program Management and Quality requirements and achieve operations in accordance with Contractor Performance Work Statement based on the objectives in the SOO. Items that are not included in this price are broken out in separate CLINs below. This CLIN is Firm-Fixed-Unit Price. Quantity based on an estimated participant count and used for pricing purposes only, and will be reconciled in accordance with Section B.2.	(b)(4)		(b)(4)	
12002	Transaction Fees – Firm-Fixed Price (Quantities are estimated) 12002A – General Purpose Loans: one charge per occurrence 12002B – Residential Loans – one charge per occurrence 12002C – RBCOs: one charge per occurrence 12002D – CSCOs: one charge per occurrence 12002E – RESERVED 12002F – Annual Mutual Fund Account Fee: 11002G – Mutual Fund Window Buy/Sell Transaction	(b)(4)		(b)(4)	
12003	Storage and access of historical data (Acquisition of data)				(b)(4)
12004	Technology Enhancements (Unpriced option, negotiable at the time the option is exercised)				(b)(4)
12005	Foreign and Metered Mail Cost Reimbursable				(b)(4)
Sum of CLINS 12001, 12003 and 120053					Total Est Amount (b)(4) (b)(4)
Sum Option Period Three (3) CLINS X001s, X003s, and X005s					Total Est Amount (b)(4) (b)(4)
TOTAL ESTIMATED CONTRACT VALUE (Sum of Transition and all CLINS X001s, X003 and X005s)					\$3,327,767,502.18

B.2 CLIN X001

B.2.1 Composition of Participant Fee

The Participant Fee shall incorporate the cost for obtaining the objectives described in the Statement of Objectives (SOO) with the only exceptions being those services listed in CLINs X002 through X004.

B.2.2 Tiered Pricing

- (a) Tiered pricing refers to different Firm-Fixed-Unit pricing based on a pre-determined set of participant accounts with a non-zero balance.
- (b) Tiered Pricing is applicable to CLIN X001 only. The Firm-Fixed-Unit Price per Participant Fee is based on actual participant counts for the prior calendar month which are reconciled monthly. Participant Fee is invoiced at the price set forth in the corresponding price tier in accordance with Attachment J.3.
- (c) Overpayment will be remitted in the form of a Service Credit or refund within 30 calendar days, at the Agency's discretion. In the case of an underpayment, the contractor will submit a separate invoice to the Agency in accordance with Section G.2.

B.3 CLIN X002 – TRANSACTION FEES

Transaction fees may only be charged to the participants and beneficiaries that choose to utilize these select services.

- (a) Sub-CLINS X002A-X002E: The Contractor shall process the recordkeeping of the agreed upon fee from the participant/beneficiaries account at the time of the transaction. The Contractor shall invoice for the agreed upon fee using the attached invoicing template. (See Attachment J.8) The totals units invoiced for transaction fees shall match the total units reported on the Transaction Fee Operational Report (See Attachment J.4, CDRL 3.33)
- (b) Sub-CLIN X002F/G: Mutual Funds (MF).
 - (1) Trading Fees. The Contractor shall charge a fee (b)(4) or all Mutual Fund "buy" or "sell" transactions. Such fees shall be netted from the purchase amount or sales proceeds at time of transactions. The Contractor shall document the transactions via the Mutual Fund Report. (See Attachment J.4, CDRL 3.34)
 - (2) Account Fees. The Contractor shall charge an annual fee (b)(4) or participant accounts in the Mutual Fund window. The garnishing of Account Fees shall comply with the process as outlined as proposed in the Contractor Performance Work Statement and Attachment J.13. The

Contractor shall document the transactions via the Mutual Fund Report. (See Attachment J.4, CDRL 3.34)

- (3) Mutual Fund float and revenue sharing. The Contractor shall propose the process for MF float and revenue sharing in accordance with Section H.23. The Contractor shall present all mutual fund (MF) documentation with MF providers. MF float or revenue sharing is to be sent to FRTIB for distribution among the participants and beneficiaries. MF float and revenue sharing amounts (as applicable) are to be recorded in arrears on invoices as a negative value to be subtracted from the amount owed to the contractor.

B.4 CLIN X003 – STORAGE AND ACCESS OF HISTORICAL DATA

Annual cost to store all historical data with the ability to access said data.

B.5 CLIN X004 – Technology Enhancements

CLIN X004 is an unpriced purchase order option to be used for mutually agreed upon technology enhancements. Scope of enhancement to be negotiated and funded at the time of option execution. As this option may be executed more than once, each execution of this option shall be designated a sequential numerical/alpha Sub-CLIN (i.e 1004A, 1004B, 1004C, etc) for traceability and auditing.

B.6 CLIN X005 – Foreign and Metered Mail

For bulk mail, Contractor shall use the FRTIB-provided USPS Enterprise Payment System (EPS) account—formerly known as a USPS Centralized Account Processing System (CAPS) account—for all postage except FRTIB’s foreign and metered mail.

For FRTIB foreign and metered mail, Contractor shall invoice as a straight reimbursement (no G&A, handling, or any other fee allowed) to the FRTIB via CLIN X005.

B.7 PAYMENT PROVISIONS

The Agency will make payments in accordance with the invoice instructions prescribed in Section G.2. All payments made are governed by applicable clauses set forth in Section H and Section I.

(End of Section B)

Section C – Description/Specifications/Statement of Work

C.1 PERFORMANCE WORK STATEMENT (PWS)

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Recordkeeping Services, set forth in SECTION J-List of Attachments, attached hereto and made a part of this contract.

- (a) Attachment J.41 – AFS Vol I - Transition
- (b) Attachment J.42 – AFS Vol II Service Delivery
- (c) Attachment J.43 – AFS Vol III Security-IT
- (d) Attachment J.44 – AFS Vol IV Program Management
- (e) Attachment J.45 – AFS Vol V CWBS
- (f) Attachment J.46 – AFS Vol VII CPRS J5 & PRCA
- (g) Attachment J.47 – AFS Vol VII CPRS J5
- (h) Attachment J.48 – AFS Vol VIII Plans

C.2 REFERENCE DOCUMENTS

Attachment J.40 – Library 2 – Operational Narratives

(End of Section C)

Section D – Packaging and Marking

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D.1 PACKAGING, HANDLING, AND TRANSPORTATION	1
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D.1 PACKAGING, HANDLING, AND TRANSPORTATION

- (a) All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.
- (b) The Contractor must place the requirements of this section in all subcontracts, if applicable.

(End of Section D)

Section E – Inspection and Acceptance

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E.1 INSPECTION AND ACCEPTANCE

(b) (4)

(b)(4)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT

- (a) At the time of each delivery to the FRTIB under this contract, the Contractor shall electronically furnish a Material Inspection and Receiving Report (DD Form 250 series) to the COR.
- (b) The Contractor shall prepare the DD Form 250 (see Attachment J.7) as a cover letter for all deliverables as a means to transmit receipt and acceptance by FRTIB.

E.3 QUALITY ASSURANCE

The following quality assurance provisions are a part of this contract:

- (a) The Contractor shall establish and maintain a Quality System in accordance with the Contractor's Quality Assurance Plan (QAP), ISO9001-2015, and ISO9000-3.
- (b) The Contractor shall comply with the standard titled CDRL 3.8 - Quality Assurance Plan (See Attachment J.4), which is hereby incorporated into this contract when approved by the Contracting Officer. If the QAP is submitted as part of a proposal submission and approved before award, then

the QAP is hereby incorporated into this contract at time of award. The QAP shall describe the Contractor's provisions for quality assurance, inspection and test of all services to be provided under this contract, in accordance with the terms of this contract.

- (c) Quality certifications from third party organizations such as the International Standards Organization (ISO) do not relieve the Contractor from the requirements of submitting a QAP.
- (d) In the event of conflict between the QAP and other third party quality standards, the Government approved QAP shall prevail.
- (e) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the COR (and consistent with the quality system requirements of the contract), be grounds for rejection of the affected services.
- (f) The Government's Contracting Officer's Representative (COR) assigned to this contract, and designated as such by the Contracting Officer, has the authority to verify that the Contractor's quality system complies with Contract requirements, including the Contractor's Quality Assurance Plans, to witness test, and to inspect and accept or reject services provided under this contract.
- (g) Notification of Readiness for Inspection - Unless otherwise specified in the contract, the Contractor shall notify the COR in writing within 7 workdays: (1) when Contractor performs testing in accordance with the conditions of the contract and (2) when the tested services will be ready for Government inspection.

E.4 POINTS OF INSPECTION AND ACCEPTANCE

Inspection and Acceptance by the Government of all Services delivered during performance of this contract shall occur at a location specified in Attachment J.4.

E.5 TRANSITION-IN ACCEPTANCE CRITERIA

Prior to the execution of the optional Base Period CLIN 1001-1004, the Contractor shall provide demonstrable proof that it can meet the requirements of the contract through the execution of a Transition-In Plan (See CDRL 3.10 in Attachment J.4) that meets the following acceptance criteria. Upon FRTIB's agreement that the Contractor successfully met the acceptance criteria, a "Go-Live" will be achieved where-by the Contractor assumes full contract responsibility for providing the RKSA services to Participants and Beneficiaries. The evaluation of whether the contractor has met these acceptance criteria is referred to as Transition-In Acceptance Testing Results (CDRL 3.11) in Attachment J.4 Contract Data Requirements List. Upon Contract award, the Parties will meet to discuss Contractor's proposed schedule, including any dependencies, for the Transition Period. Following that meeting, FRTIB will validate Contractor's Transition-In schedule.

The period for Transition-In shall be no longer than 24 months.

- (a) Traceability: The Contractor shall provide traceability between the overall delivered Recordkeeping solution and the Performance Work Statement, and all constraint and compliance requirements specified in this contract.
- (b) Test Plan / Test Results: The Contractor shall provide demonstrable proof through the execution of a Test Plan and Test Plan Results approved by FRTIB that their Recordkeeping solution meets their Performance Work Statement, and all constraint and compliance requirements specified in this contract. The Contractor shall provide for FRTIB involvement in its Test Plan. At a minimum the Test Plan / Test Results shall include:
- (1) User scenarios to demonstrate service delivery to TSP Participants and FRTIB
 - (2) Interface testing between the Contractor's system(s) and FRTIB and third party systems to demonstrate successful data migration and integrity in support of the delivery of RKSA services.
 - (3) System testing to demonstrate the Recordkeeping solution can meet the transaction volumes and availability requirements
- (c) Business Continuity: The Contractor shall provide demonstrable proof through the successful execution of a disaster recovery test that meets FRTIB Business Continuity recovery requirements. (See Section H and Attachments J.17)
- (d) Performance Targets: The contractor shall provide demonstrable proof through the execution of their Quality Assurance Plan that they have consistently met the performance targets in their Contractor Performance Requirements Summary (CPRS) (See Attachment J.5) for, at a minimum, the last consecutive ninety (90) calendar days of the Transition-In Period in order to exit Transition-In. (b) (4) (b)(4)
(b) (4) (b)(4)
- (e) Initial Audit: The contractor's systems and services shall successfully complete an initial audit by an entity of FRTB's choosing and address any major findings or an aggregate of minor findings through a Plan of Action and Milestones for corrective action.
- (f) Authorization to Operate (ATO): The Contractor shall meet the requirements of FRTIB's Assessment and Authorization clause (See Section H.27) which will enable the FRTIB to grant an Authority to Operate.
- (1) For information purposes: Federal agencies are required by law to undergo a detailed and systematic security assessment process to demonstrate compliance with security standards. This process is known as the Assessment and Authorization which gives government agencies

and commercial vendors greater assurance that their shared data are stored and processed on a secure and reliable system.

- (2) For information purposes: An Authorization to Operate (ATO) is a formal declaration by a Designated Approving Authority (DAA) that authorizes operation of a Business Product and explicitly accepts the risk to agency operations. The ATO is signed after a Certification Agent (CA) certifies that the system has met and passed all requirements to become operational.

(End of Section E)

Section F – Deliveries or Performance

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F.1 PLACE OF PERFORMANCE

- (a) The places of performance include the Contractor’s and subcontractor’s facilities, FRTIB headquarters, FRTIB data centers, FRTIB operating location(s), and current/future FRTIB Contractor locations.
- (b) The Contractor shall perform all services within the continental United States.

F.2 PERIOD OF PERFORMANCE

Contract period of performance consists of a Transition period of no longer than 24 months followed by a Base Period Option of three years and three, three-year option periods as follows:

CONTRACT PERIOD	CLIN(S)	DURATION	DATES
Transition	0001	(b) (4)	(b)(4)
Base Period Option	1001 through 3004	3 Years	36 Months after Go Live
Option Period One (1)	4001 through 6004	3 Years	36 Months after Base Period Option
Option Period Two (2)	7001 through 9004	3 Years	36 Months after Base Option Period One
Option Period Three (3)	10001 through 12004	3 Years	36 Months after Base Option Period Two

The period of performance starting with Base Period Option is hereinafter referred to as the “Operations Phase.”

F.3 DELIVERABLES AND PERFORMANCE MANAGEMENT

- (a) Right to Surveil. The FRTIB reserves the right to surveil all services and requirements called for in this contract in accordance with the intent of FAR Part 46 to determine whether the Contractor is meeting performance requirements.
- (b) Contract Data Requirements List (CDRL)
See Attachment J.4 for a listing of the minimum required CDRLs.
- (c) Delivery Schedule Table:

#	Deliverable	Submission
3.1	Contract Management Plan	First submission due 30 days after Contract Award Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.2	Business Continuity Management Plan	First submission due 30 days before Acceptance Testing Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.3	Risk Management Plan	First submission due 90 days after Contract Award Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.4	Comprehensive Security Management Plan	First submission due 30 days before Go-Live Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.5	Assessment and Authorization (A&A) Packet(s)	Final submission due 30 days before Go-Live; with updates whenever a new service is introduced into RKSA environment
3.6	System & Organization Control 1 Type 2 Report	First submission due 120 days after Go-Live Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.7	System & Organization Control 2 Type 2 Report	First submission due 120 days after Go-Live Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.8	Quality Assurance Plan	First submission due 30 days after Contract Award Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.9	Financial Management Report	First submission due 30 days after Contract Award Frequency: Monthly, Quarterly and Annually
3.10	Transition-In Plan	First submission due 30 days after Contract Award Frequency: Monthly submission for Inspection and Approval
3.11	Transition-In Acceptance Testing Results	First submission due 30 days before Go-Live Frequency: As required by the Testing Plan Schedule
3.12	Transition-Out Plan	Initial draft due 18 months before end of contract Final submission due 12 months before end of contract
3.13	Contract Close Out Plan	Initial draft due 18 months before end of contract Final submission due 12 Months before end of contract
3.14	Organizational Conflict of Interest Mitigation Plan	First submission due at Contract Award Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.15	Performance Report	First submission due 90 days before Go-Live Frequency: Daily, Weekly, Monthly, Quarterly, Annually
3.16	Content and Learning Management Plan	First submission due 60 days after Contract Award Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.17	Gov't Furnished Information and Property Report	First submission due at Go-Live Frequency: Annually, 1 st business day of each fiscal year (1 Oct)
3.18	Associate Contractor Agreement	First submission due 120 days after Contract Award
3.19	Trial Balance Report	First submission due at Go-Live Frequency: Monthly, no later than 20-days after end of month
3.20	Plan Administrative Summary Report	First submission due 30 days after Go-Live Frequency: Quarterly

3.21	Contact Center Volume Detail Report	First submission due immediately (Daily Report) after Go-Live Frequency: Daily, Weekly, Monthly, Annually
3.22	Participant Satisfaction Report	First submission due immediately (Daily Report) after Go-Live Frequency: Daily, Weekly, Monthly, Annually
3.23	Information Security Incident Report	First submission due 30 days after Go-Live Frequency: Ad Hoc, Monthly, Annually
3.24	Corporate Non-Disclosure Agreement	Submission due at Contract Award Frequency: Daily
3.25	Mail Activity Report – Notices	First submission due daily after Go-Live
3.26	Mail Activity Report – Participant Account Access Data Mailers	First submission due daily after Go-Live Frequency: Daily
3.27	Mail Activity Report – Fulfillment	First submission due daily after Go-Live Frequency: Daily
3.28	Mail Activity Report – Annual Participant Statements	First submission due daily after Go-Live Frequency: Daily
3.29	Mail Activity Report – Quarterly Participant Statements	First submission due daily after Go-Live Frequency: Daily
3.30	Mail Activity Report – Change of Address Postcards	First submission due daily after Go-Live Frequency: Daily
3.31	Mail Activity Report – Internal Revenue Service Forms (IRS Form 1099-R)	First submission due daily after Go-Live Frequency: Daily
3.32	Mail Activity Report – Returned Mail	First submission due daily after Go-Live Frequency: Daily
3.33	Operational Report for Invoice Reconciliation	First submission due 30 days after Go-Live Frequency: Monthly
3.34	Mutual Fund Report	First submission due 30 days after Go-Live Frequency: Monthly
3.35	Financial Reporting	First submission due 30 days after contract award Frequency: Quarterly and Annually
3.36	Indirect Compensation and Breakage Report	First submission due 30 days after Go-Live Frequency: Monthly

(d) (b) (4)

(b)(4)

(e)

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(f)

(g)

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(b) (4)

(h)

(i)

(b)(4)

**F.4 TRANSITION MILESTONES AND RKSA PERFORMANCE-BASED
TRANSITION PAYMENTS (CLIN 0001)**

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(b)(4)

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F.5 INCREMENTAL FUNDING (CLIN 0001)

The initial obligation of funds under the contract is expected to cover the first year of CLIN 0001. The Government intends to obligate additional funds up to and including the full estimated cost of CLIN 0001 for the remaining periods of performance by unilateral contract modification. However, the Government is not required to reimburse the Contractor for costs incurred in excess of the total amount obligated, nor is the Contractor required to perform beyond the level supported by the total amount obligated.

F.6 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS OF FRTIB WORDS AND TERMS

Acronym	Description
3PAO	Third Party Assessment Organization
401K	The tax-qualified, defined-contribution pension account defined in subsection 401(k) of the Internal Revenue Code
A&A	Assessment & Authorization
ACA	Associate Contractor Agreements
ACH	Automated Clearing House
ACO	Administrative Contracting Officer
AFDO	Award Fee Determining Official
AFP	Award Fee Pool
AFRB	Award Fee Review Board
ATO	Authorization to Operate
BCMS	Business Continuity Management System
BOD	Binding Operational Directives
CA	Certification Agent

CAP	Contractor Acquired Property
CAS	Cost Accounting Standards
CCDRL	Contractor Contract Data Requirements List
CDM	Continuous Diagnostics and Mitigation
CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CNSSI	Committee on National Security Systems Instruction
CO	Contracting Officer
COR	Contracting Officer's Representative
CPRS	Contractor Performance Requirements Summary
CP	Contingency Plan
CPRS	Contractor Performance Requirements Summary
CPWS	Contractor Performance Work Statement
CSRS	Civil Service Retirement System
CUI	Controlled Unclassified Information
DAA	Designated Approving Authority
DCP	Defined Contribution Plan
DD Form 250	Material Inspection and Receiving Report
DMF	Death Master File
EBSA	Employee Benefits Security Administration
EPA	Economic Price Adjustment
ERISA	Employee Retirement Income Security Act
FAPIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FedRAMP	Federal Risk and Authorization Management Program
FERS	Federal Employee Retirement System
FERSA	Federal Employees' Retirement System Act of 1986
FIPS	Federal Information Processing Standard
FISMA	Federal Information Security Modernization Act
FOIA	Freedom of Information Act
FRA	Federal Records Act
FRTIB	Federal Retirement Thrift Investment Board
FTR	Federal Travel Regulations
GAO	Government Accountability Office
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GTM	Government Technical Monitor
IAW	In accordance with
ICFP	Internal Controls over Financial Reporting
ICI	Investment Company Institute
ISCMS	Information Security Continuous Monitoring Strategy
ISO	International Organization for Standardization

IV&V	Independent Verification and Validation
IVR	Interactive Voice Response
KPI	Key Performance Indicators
NARA	National Archives and Records Administration
NDA	Non-Disclosure Agreement
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
ODC	Other Direct Costs
OLA	Operating Level Agreement
OMB	Office of Management and Budget
PIA	Privacy Impact Assessment
PII	Personally Identifiable Information
POA	Power of Attorney
POA&M	Plan of Action and Milestones
POC	Point of Contact
PRB	Post-Retirement Benefits
PRS	Performance Requirements Summary
PTA	Privacy Threshold Ana
PWS	Performance Work Statement
QAP	Quality Assurance Plan
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
RFP	Request for Proposal
RKSA	Recordkeeping Services Acquisition
RMD	Required Minimum Distribution
RMF	Risk Management Framework
SAR	Security Assessment Report
SCR	Software Code Review
SLR	Service Level Requirements
SOC	Service Organization Control
SOO	Statement of Objectives
SP	Special Publication
SSP	System Security Plan
TSP	Thrift Savings Plan
USC	United States Code
WBS	Work Breakdown Structure

(End of Section F)

Section G – Contract Administration Data

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G.1 CONTRACT POINTS OF CONTACT

G.1.1 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 award. No conversation, recommendations, or direction, whether given directly by, or implied by FRTIB personnel, that will affect the scope, schedule, or price of this award, shall be acted upon by the Contractor unless specifically approved by the FRTIB's CO. In the event that the Contractor implements changes to this order 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.

Procurement Point of Contact Contracting Officer

(b) (6)
(b)(6)

G.1.2 Contracting Officer's Representative (COR)

(a) The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Agency unless formalized by proper contractual documents executed by the Contracting Officer. The COR is responsible for:

- (1) Monitoring the Contractor's progress;
- (2) Assessing performance;
- (3) Recommending to the CO changes in requirements;
- (4) Interpreting the scope of the Contractor's work;
- (5) Performing inspections and acceptances of required data items;
- (6) Assisting the Contractor in the resolution of technical problems encountered during performance;
- (7) Assisting the Contractor in obtaining technical and physical access to FRTIB information and FRTIB information systems; and,
- (8) Assisting in setting up any meetings with FRTIB technical staff.

(b) FRTIB COR

(b) (6)
(b)(6)

- (c) The Contracting Officer is responsible for directing any changes in the terms, conditions, or amounts cited in the contract.
- (d) In order for the Contractor to rely upon guidance from the COR, the guidance must:
 - (1) Be consistent with the description of work set forth in the contract;
 - (2) Not constitute new assignments of work or a change to the expressed terms, conditions, or specifications incorporated into the contract;
 - (3) Not constitute a basis for an extension to the period of performance or contract delivery schedule; and,
 - (4) Not constitute a basis for any increase in the contract cost.
- (e) The COR may be changed by the Agency at any time without prior notice to the Contractor. Written notice to the Contractor will be given by the Contracting Officer to effect any change in COR.
- (f) If in the opinion of the Contractor, any instruction or direction issued by the COR is not provided for in any of the provisions of the Contract, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer may issue an appropriate contract modification or advise the Contractor in writing that, in his/her opinion, the technical direction is within scope of this clause and does not constitute a change under the Changes Clause in Section I of the contract. The Contractor shall thereupon proceed immediately with the direction given.
- (g) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause titled "52.233-1 Disputes" found in Section I.

G.1.3 Contractor's Representative

Accenture Federal Services LLC
800 N. Glebe Rd., Suite 300
Arlington, VA 22203

(b) (6)

(b)(6)

G.2 SUBMISSION OF INVOICES

- (a) Invoicing and payment for services rendered through this contract shall be made electronically in accordance with FAR 52.232-33 and Section G.2(g).
- (b) Invoices submitted for payment shall be submitted electronically in accordance to Section G.2(g) (with a copy sent to the Contracting Officer and any other address designated by the Contracting Officer) and FAR 32.905, Payment Documentation and Process. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing.
- (c) In addition to the requirement of FAR 32.905, each invoice must be submitted with signature of an authorized signatory/representative of the firm with the following certification:

I hereby certify, to the best of my knowledge and belief, that-

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) This request for payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (3) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (4) This request for payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (5) After the making of this requested payment, the amount of all payments for each contract line item number for which payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(Name)

(Title)

(Date)

- (d) For billing purposes, the invoice template (see Attachment J.8) shall be completed with all required blocks filled in. For each payment request, the contractor shall maintain sufficient documentation in accordance with FAR 31.201-2(d) and 31.205 to substantiate charges for each cost element
- (e) Please see Section F.3(g) in regards to the calculation of Performance Related Compensation Adjustment Calculations.
- (f) Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP)
 - (1) Payment request must be submitted electronically through the U.S. Department of Treasury’s Invoice Processing Platform (IPP) system using the “Bill to Agency” of **Interior Business Center – FMD**.
 - (2) “Payment request” means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items include in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.
 - (3) The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor must attach invoices in IPP. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve prior to the contract award date, but no more than 3 – 5 business days of the contract award date.
 - (4) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973 – 3131.
 - (5) If the Contractor is unable to comply with the requirements to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

G.3 FUNDING DATA

CLINs may be individually and incrementally funded. An overall funding summary shall be maintained in the below table by FRTIB.

Purchase Request #	Date	CLIN	Amount	Total Amount

G.4 DISCLOSURE OF CONTRACT INFORMATION

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. For purposes of this clause, Contractor's organization shall include employees, officers, directors, subcontractors, agents, and consultants.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose of the release. The Contractor shall submit its request to the Contracting Officer (CO) at least ten (10) calendar days before the proposed date of release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the Prime Contractor.

G.5 TRAVEL

Travel is to be at contractor's expense.

G.6 STANDARD REQUIREMENTS

- (a) FRTIB normal duty hour range is Monday through Friday, 0700 – 1800, Eastern Time. However, many FRTIB's systems are operational on a 24 hour per day; 365 calendar days per year basis, and therefore, some components of the services described in the Statement of Objectives require work outside of normal duty hours in order to achieve the Service Level Requirements (SLRs) specified in the Performance Requirements Summary.
- (b) Legal Holidays - The following Federal holidays are observed by the FRTIB:

Holidays	Dates
New Year's Day	1 January (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	4 July (as observed)
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November (as observed)
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December (as observed)
Inauguration Day	(National Capital Region only)

- (c) In events such as an FRTIB shutdown due to (i)severe weather, (ii)security issues, and/or (iii) unforeseen circumstances, the Contractor is expected to continue contract performance and submit deliverables on time.
- (d) If the Contractor believes there is an FRTIB caused (potential or actual) delay in contract performance and deliverables required under this contract, the CO and COR(s) are to be notified immediately verbally and in writing (via email). At a minimum, all delays that the Contractor believes are caused by the FRTIB shall be sufficiently documented and communicated in writing (via e-mail) to the CO and COR(s) within 24 hours of when the Contractor became aware or should have become aware of the potential for delay.

(e) (b) (4)

(b)(4)

G.7 FRTIB ON-PREMISE REPRESENTATIVE

The Contractor shall provide appropriate office space for FRTIB staff (b) (4) (b)(4) for the performance of Government evaluations and administrative functions. The office area shall be secure to accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, computers and chairs, all in good repair, internet access and other miscellaneous office equipment, as required, shall be supplied by the Contractor. The Contractor shall provide (b)(4) parking spaces designated for FRTIB personnel. In the event a change in location of the FRTIB staff is required, Contractor/FRTIB staff coordination will take place in order to facilitate Government planning and implementation of a smooth transition.

G.8 PROPOSALS FOR CONTRACT MODIFICATIONS

- (a) All proposals must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost of the work.
- (b) Information that reasonably explains your estimating process, including judgmental factors applied and mathematical or other projection methods used in the proposal, shall be furnished. Any

assumptions included in the cost proposal must be clearly defined by high, medium, and low with quantified cost and schedule impact.

- (c) All proposals/scope changes must be in response to a Government request for a proposal. The proposal shall be submitted in accordance with the provided government format which will be provided at the time of the request.

(End of Section G)

Section H – Special Contract Requirements

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(b) (4)

(b)(4)

H.1 IT Security Compliance

(a) Definitions—

A “breach” is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

A “federal information system” is an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency.

An “information system” is a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. the administrative, technical, and physical safeguards employed within an agency to ensure compliance with applicable privacy requirements and manage privacy risks.

“Privacy control” means the administrative, technical, and physical safeguards employed within an agency to ensure compliance with applicable privacy requirements and manage privacy risks.

“Security controls” means the management, operational, and technical controls (i.e., safeguards or countermeasures) prescribed for an information system to protect the confidentiality, integrity, and availability of the system and its information.

- (b) Compliance with FISMA. Contractor will comply with Federal Information Security Modernization Act (FISMA) policy directives (see Attachment J.9), as described in National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, and guidance issued in furtherance of FISMA such as Executive Orders, Office of Management and Budget (OMB) guidance; National Institute of Standards and Technology (NIST) (See Attachment J.10) publications and guidance, binding operational directives (BOD) and other guidance issued by the Department of Homeland Security at the completion of the Transition Phase. (b) (4) (b)(4)

(b) (4) (b)(4)

(b) (4) (b)(4)

- (c) The FRTIB may accept system security controls other than those recommended by NIST. However, if other controls are used, they must be appropriately mapped to the NIST recommended controls and pass the assessment criteria outlined by NIST.

(d) (b) (4)

(e) (b)(4)

(b) (4)

(b)(4)

- (f) Initial Authorization and the Risk Management Framework. The information system(s) operated by the Contractor must be authorized by the FRTIB as part of the assessment and authorization process via the NIST Risk Management Framework as described in H.27 before any FRTIB data is migrated to the system. The NIST Risk Management Framework (RMF) (see Attachment J.10) outlines the steps agencies must follow when authorizing information systems.

The NIST RMF brings together FISMA-related security and privacy standards and guidance to promote the development of comprehensive and balanced information security and privacy programs.

The NIST RMF has six steps: (1) Categorize; (2) Select; (3) Implement; (4) Assess; (5) Authorize; and (6) Monitor. A Federal information system may not become operational before steps (1) through (4) have been completed and the FRTIB has issued the system an Authorization to Operate. (Step 5).

Categorize: The RMF requires agencies to first categorize an information system as Low, Moderate, or High impact. The security impact level is based on an assessment of the potential impact of a loss of confidentiality, integrity, or availability of all the information types that are processed, stored, or transmitted by the system.

The FRTIB will be responsible for categorizing the federal information system(s) operated by the Contractor for this contract. All FRTIB information systems are currently categorized as Moderate but FRTIB policies may require inclusion of other baseline controls as part of the baseline process.

Select: The Contractor will select the required security controls for the federal information system operated by Contractor for this contract to meet minimum security requirements based on the impact level of the information system. NIST has established Low, Moderate, and High baselines of required controls based on the impact level of the federal information system. Baselines are the starting point in the control selection process. The Contractor may choose to customize the baselines by selecting additional controls or control enhancements based on risk assessment(s).

The FRTIB requires that the Contractor implement the controls as defined in NIST SP 800-53 and in other standards and guidance issued under the authority of FISMA. The FRTIB may accept system security plans implementing controls other than the NIST SP 800-53 controls (See Attachment J.11). However, if other controls are used, they must be appropriately mapped, through the NIST CSF, to the NIST SP 800-53 controls, and must pass the assessment criteria outlined by NIST.

Implement: The Contractor must implement and document the required security controls for the federal system(s). The FRTIB will generally avoid prescribing specific control implementations or technologies for the information system(s) operated by the Contractor.

Assess: A federal system's security controls are then assessed to determine whether the controls have been implemented correctly, are operating as intended, and producing the desired outcome. Any controls that are determined to have defects will require remediation plans, commonly called Plans of Action and Milestones, or POAMs. The Contractor must develop POAMs for all control defects. The Contractor's implementation of system-specific and hybrid controls must be assessed by an independent assessor.

Authorize: The FRTIB's Authorizing Official is the Federal official with the authority to determine whether the risk posed by operating the federal system(s) is at an acceptable level. If the risk level is acceptable, the official will grant an Authorization to Operate (ATO) and the system(s) can begin processing Federal data.

The Contractor is responsible for providing the FRTIB the security assessment report, associated POAMs, and any other security documentation deemed necessary by the FRTIB to the Authorizing Official to enable them to make the authorization decision. The package of documents associated with an ATO typically includes and Authorization Letter, System Security Plan, System Assessment Plan, System Assessment Report, Information System Contingency Plan, Continuous Monitoring Plan, POAMs, Privacy Threshold Analysis (PTA), Privacy Impact Assessment (PIA) and other documents at the discretion of the Authorizing Official. In instances where there is control inheritance or hybridization across organizations, a Control Responsibility Matrix is also included.

Monitor: All parties must then monitor the security controls in the federal information system operated by Contractor for this contract on an ongoing basis in accordance with the Continuous Monitoring Plan, including assessing control effectiveness, documenting changes to the system (or its operating environment), conducting security impact analyses of the associated changes, and reporting the security state of the system to designated organizational officials.

- (g) Continuous Monitoring and Ongoing Authorization. Once a federal information system has received its initial authorization, the information system must comply with ongoing authorization requirements defined in the FRTIB's Information Security Continuous Monitoring Strategy (ISCMS) (See Attachment J.13) and any other requirements necessary for the FRTIB to participate in the Department of Homeland Security's Continuous Diagnostics and Mitigation (CDM) program

(b) (4)

(b)(4)

H.2 Representation of Use of Cloud Computing

- (a) Definition. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.
- (b) The Contractor shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.
- (c) Representation. The Contractor represents that it—

Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

H.3 Cloud Computing Services

(a) Definitions. As used in this clause—

“Authorizing official,” means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Government data” means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor’s business records e.g., financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Spillage” means any security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) Cloud computing security requirements. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) RESERVED

- (2) The Contractor shall maintain within the United States and its territories all Government data that is not physically located on FRTIB premises, unless the Contractor receives written notification from the Contracting Officer to use another location.
- (3) All cloud computing service must meet security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>).
- (4) The General Services Administration maintains an accreditation process for 3PAOs (third-party assessment organization) for its FedRAMP Cloud Services Program. The FRTIB requires that a FedRAMP-accredited 3PAO perform independent assessments for initial authorization of the recordkeeper's system(s). Contractor will be responsible for contracting, funding, and coordinating for 3PAO for external assessments of Contractor's systems(s).
- (5) The FRTIB requires that the Contractor use a FedRAMP (See Attachment J.12)-accredited 3PAO to perform the assessment.
- (c) Limitations on access to, or use or disclosure of, Government data and Government-related data. This clause should be included in all subcontracts.
- (1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this Contract.
- (i) If authorized by the terms of this contract, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.
- (ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.
- (iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.
- (2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.
- (d) Cloud computing services cyber incident reporting. The Contractor shall promptly report all actual or potential cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to FRTIB via FRTIB-provided email address. This clause should be included in all subcontracts.
- (e) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the information regarding malicious software in accordance with instructions provided by the Contracting Officer. This clause should be included in all subcontracts.
- (f) Media preservation and protection. When the Contractor discovers a cyber incident has occurred, Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least ninety (90) calendar days unless directed otherwise by FRTIB CISO or CTO from the submission of the cyber incident report to allow FRTIB to request the media or decline interest. (b)(4)

(b)(4)

(b)(4)

(b)(4)
(b)(4)

- (g) Access to additional information or equipment necessary for forensic analysis. Upon request by FRTIB, the Contractor shall provide FRTIB with access to additional information or equipment that is necessary to conduct a forensic analysis.

(b)(4)
(b)(4)
(b)(4)

- (h) Cyber incident damage assessment activities. If FRTIB elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all damage assessment information gathered in accordance with paragraph (f) of this clause. This clause should be included in all subcontracts.

- (i) Records management and facility access. This clause should be included in all subcontracts.

- (1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.
- (2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.
- (3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, appropriate access to Contractor personnel involved in performance of the contract, and physical access, during standard business hours, to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(b)(4)
(b)(4)

- (j) Notification of third-party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

- (k) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with FRTIB procedures.

- (l) Subcontracts. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(m) (b)(4)
(b)(4)

(b) (4)

(b)(4)

H.4 Cyber Incident Reporting

(a) Definitions. As used in this provision—

“Cyber incident” means actions taken using computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein. “Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of FRTIB information or an information system that processes, stores, or transmits FRTIB information; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The term “incident” includes cyber incidents and breaches.

“FRTIB information” means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by FRTIB or a 3rd party in the course of official FRTIB business.

“Breach” is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

(b) Incident reporting requirement. This clause should be included in all subcontracts. When the Contractor discovers an incident, the Contractor shall—

- (1) Promptly report the incident to the FRTIB’s prescribed email address (to be prescribed during Transition phase); and
- (2) Provide continuous updates as they become available of all known details pertaining to the nature, cause, and impact of the incident to the FRTIB’s prescribed email address.

(c) The initial report and continuous updates shall include all information elements referenced in the most current version of the US-CERT Federal Incident Notification Guidelines whether or not the incident must be reported to US-CERT.

(d) Additional reporting for cyber incidents. The Contractor shall conduct a forensic analysis for evidence of compromise of Controlled Unclassified Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This analysis shall also include analyzing covered Contractor information system(s) that were part of the incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised Controlled Unclassified Information, or that affect the Contractor’s ability to provide operationally critical support. The Contractor shall create a report describing the result of this analysis and the report shall be treated as information created by or for FRTIB.

(b) (4)

(b)(4)

(b) (4)

(b)(4)

H.5 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

(a) Definitions. As used in this clause—

“Breach” is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled Unclassified Information” (CUI) means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html> (See Attachment J.14), that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of FRTIB in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract.

“Cyber incident” means actions taken using computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Incident” means an occurrence that actually or imminently jeopardizes, without lawful authority, the confidentiality, integrity, or availability of FRTIB’s information or an FRTIB information system; or constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies with respect to FRTIB’s information or an FRTIB information system.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which Controlled Unclassified Information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in this clauses--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

- (b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to Section H.4 Cyber Incident Reporting (or derived from such information obtained under that clause) :
- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to Section H.4 Cyber Incident Reporting and shall not be used for any other purpose.
 - (2) The Contractor shall protect the information against unauthorized release or disclosure.
 - (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
 - (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure obligations and restrictions of this clause.
 - (5) A breach of these obligations or restrictions may subject the Contractor to—
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third-party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding controlled unclassified information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

H.6 Service Organization Control (SOC) Audits

The entity(ies) responsible for the system that contains the Participant transactions (e.g., Total Benefit Administration) will annually perform SOC 1 Type 2, SOC 2 Type 2, and SOC for Cybersecurity audits (See Attachment J.15) on itself and its subcontractors/ partners involved in this contract. A registered independent auditing firm in good standing with Public Company Accounting Oversight Board will perform the audit. The audited entity(ies) will provide the:

- a. Auditor’s SOC Report
 - Auditor’s scope
 - Description of controls

- Testing results and opinion
 - Any recommendations and any required planned or completed corrective actions;
- b. Contractor Corrective Actions (if applicable)
- Corrective action plans with committed delivery dates.
 - Evidence to support successful resolution of audit recommendations.

H.7 Security Controls Compliance Testing

On a periodic basis, FRTIB reserves the right to evaluate any or all of the security controls, privacy controls, and other privacy practices implemented by the Contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the FRTIB, the Contractor shall fully cooperate and assist in an FRTIB-sponsored security and privacy controls assessment at each location wherein FRTIB information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of FRTIB. The FRTIB may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by FRTIB in the event of an incident or at any other time. (b)(4) (b)(4)

(b)(4)

(b)(4)

H.8 Business Continuity Management System

- (a) The Contractor (and any supporting subcontractors) shall meet a business continuity industry professional standard (either ISO 22301 or NFPA 1600 v2013) (See Attachment J.18) specifying requirements to plan, establish, implement, operate, monitor, exercise and test, review, maintain and continually improve a documented business continuity management system to prepare for, respond to, and recover from disruptive incidents when they arise (See Attachment J.19). The Contractor must provide all the documents referenced in the industry professional standard to the FRTIB. The Contractor's business continuity management system shall be appropriate to its needs and meet the FRTIB's recovery requirements for recordkeeping services to include those that have been identified as critical and cannot fail. FRTIB has identified recovery requirements for recordkeeping services. (See Attachment J.17).
- (b) The Contractor shall conduct internal audits at planned intervals to provide information on whether the Contractor's BCP (Business Continuity Plan): 1) meets FRTIB's requirements; 2) meets the requirements of the applicable business continuity industry professional standard chosen; 3) considers people, processes, technology and facilities required to perform recordkeeping services following a disruption; and 4) is effectively implemented and maintained.
- (c) The Contractor shall participate in an annual business continuity exercise with FRTIB to validate capabilities to meet requirements for the restoration of recordkeeping services following a disruption. The annual business continuity exercise starting month and year of the review cycle will be coordinated between the parties.

(d) (b)(4)

(b)(4)

H.9 Records Management Obligations

- (a) "Federal record" as defined in 44 U.S.C. § 3301 (See Attachment J.21), 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.
- (b) Requirements
- (1) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33)(See Attachment J.22), NARA regulations (See Attachment J.23) at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a)(See Attachment J.16). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
 - (2) In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552)(See Attachment J.20), 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. Records may not be removed from the legal custody of FRTIB or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to FRTIB. The agency must report promptly to NARA in accordance with 36 CFR 1230.
 - (5) The Contractor shall promptly notify the 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. (See Attachment J.25) The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FRTIB control (See Attachment J.24) or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract vehicle. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4) (See Attachment J.26).

- (6) The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any subcontractor) is required to abide by Government and FRTIB guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
 - (7) 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.
 - (8) 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.
 - (9) The FRTIB owns the rights to all FRTIB 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 not addressed in Section H.34 must be identified as required by FAR 52.227-11 through FAR 52.227-20 and as incorporated in Section I.
 - (10) 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.
- (c) Privacy Act System of Records Numbers FRTIB-1, FRTIB-12, FRITB-13, and FRTIB-14 are applicable to this contract and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with this clause, and by direction of the Contracting Officer's Representative (COR).
 - (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.

H.10 Advertising and Release of Information

- (a) The Contractor and any of its subcontractors shall not publicize or advertise in relation to this contract

without the prior written approval of the Agency. Also, the Contractor and any of its subcontractors shall not release information or report on its performance under the contract without the prior written approval of the Agency.

(b) (4)

(b)(4)

H.11 Associate Contractor Agreements (ACA)

(b) (4)

(b)(4)

H.12 Contract Transition Period and Close-Out

- (a) In addition to Section I, FAR Clause 52.237-3, the following are supplemental provisions and in the event of conflict FAR 52.237-3 shall prevail.
- (b) The Contractor recognizes that the work and services covered by this contract are vital to the FRTIB mission and must be maintained without interruption; at the commencement and the expiration of this Contract. It is therefore understood and further agreed in recognition of the above:
 - (1) Upon follow-on contract award, the Contractor shall continue to perform all duties under this Contract until the period of performance expires.

- (2) Upon contract expiration, a Successor Contractor (henceforth called "Successor") may continue to produce products and provide services.
- (c) The Contractor agrees to exercise its commercially reasonable efforts, as defined by case law and cooperate to affect an orderly and efficient transition from the Contractor to a Successor as further described in this section.

(b) (4)

(b)(4)

- (2) The Contractor shall, in conjunction with FRTIB, prepare, submit, and implement a Transition-Out Plan defining activities and schedules necessary to meet contract production delivery, services, and other requirements. Coordination with the Contractor may start sooner than CO's notification and Contractor's support may be utilized for longer than ninety (90) calendar days. The Transition-Out Plan shall be submitted six months in advance of the expiration of the final FRTIB exercised option period, regardless of the date of CO notification to the Contractor to provide support. The Contractor shall assume full responsibility for work until assumption thereof by the Successor. Execution of the proposed Transition-Out Plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval. The Transition-Out Plan is subject to the CO's approval, and shall:
- (i) Identify the specific work activities and supporting instruments required of both the Contractor and Successor to support the Successor's Transition-In, and the dates by which such work must be accomplished. Transition-Out Plan topics and related tasks should include items such as, but not limited to, the following:
- (A) A personnel training program and a date for transferring responsibilities for each division of work described in the Plan. All work performed by the Contractor must be included in the Transition-Out Plan.

(b) (4)

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- (C) Review, evaluation, and transition of all current support services and work processes.
 - (D) Information regarding in-process FRTIB-funded work that may necessarily be transferred from the Contractor to the Successor for completion.
 - (E) Conversion of all current and historical financial and Participant data as-is for processing to the successor Contractor with no retention of original or copied data by Contractor on workstations or other media.
 - (F) Access to personnel of prime and subcontractor employees as permitted by law and regulation.
 - (G) Non-interference access to operating areas, with required security clearance or waiver by FRTIB.
- (ii) Upon CO's written notice, the Contractor shall execute the approved Transition-Out Plan. Specifically, the Contractor shall:
- (A) Coordinate with designated FRTIB personnel.
 - (B) Maintain and provide status information showing Transition-Out tasks, progress on each task, and expected completion dates.
 - (C) Coordinate with Successor to complete Transition-Out to Transition-In tasks. FRTIB will approve completion of tasks.
 - (D) Provide sufficient experienced personnel during the Transition-Out period to ensure that the services and production in this contract are realized without interruption.
 - (E) Transfer relevant business and/or technical documentation, including creation and transfer of gaps in documentation.
 - (F) Conduct orientation to introduce Successor to TSP and FRTIB personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes.
 - (G) Transfer Government Furnished Equipment (GFE); transfer Government Furnished Information (GFI) in a manner and form of FRTIB's choice; return all data used in the contract in its current state; provide GFE inventory management assistance.
 - (H) Participate in applicable FRTIB debriefing.
 - (I) Complete personnel out-processing procedures.
 - (J) Turn in of all FRTIB keys, ID/access cards, and security codes.
- (iii) The Contractor agrees to negotiate in good faith with the FRTIB and Successor for the timely and cost-effective execution of work activities performed pursuant to this section and the associated Transition-Out Plan. Unless otherwise approved by the CO in advance, Transition-Out work performed by the Successor shall be invoiced to the FRTIB. Agreements between the

Successor and Contractor defining the work content, terms, and conditions, shall be separate and apart from this section. The FRTIB will include a Transition-Out/Transition-In section in the Successor's contract requiring the Successor to act in good faith.

(iv) Transition-Out costs are not to be included in the Contractor's Cost Proposal.

(b) (4)

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H.13 Corporate Non-Disclosure Agreement

Upon contract award, the Contractor shall execute the Corporate Non-Disclosure Agreement (NDA) attached in this contract and deliver to the CO before performing work under this contract. This NDA will be incorporated in Section J, as Attachment J.29, and will be enforceable through the entire period of performance.

H.14 Personnel

- (a) The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract.
- (b) The Contractor shall designate a point of contact that is available during normal business hours and a point of contact that will be on-call during non-business hours in case of emergencies. (Names and contact details to be supplied upon Contract award.)

(b) (6)

(b)(6)

- (c) Key Personnel. The Contractor must provide certain key personnel to be assigned to perform and carry out all phases of work under this contract. The Contractor's key personnel include the following:

(b) (6)

(b)(6)

- (d) Key Personnel Qualifications.

- (1) Minimum Qualifications for Program Executive: Demonstrated defined contribution recordkeeping experience in a leadership/management role with progressively greater responsibilities in managing very large programs that included transition and ongoing service delivery with a track record of excellence. The Contractor shall describe their additional required minimum qualifications in selection of the Program Executive.
 - (2) Minimum Qualifications for Transition Executive: Demonstrated defined contribution recordkeeping transition experience in a leadership/management role with progressively greater responsibilities in managing very large transition programs that included transition and ongoing service delivery with a track record of excellence. The Contractor shall describe their additional required minimum qualifications in selection of the Transition Executive.
- (e) The individuals named above are considered key personnel and are essential for the successful completion of all work assigned under this contract. In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the Contracting Officer; and (2) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for FRTIB approval. All notifications and other information must be submitted to the Contracting Officer at least fourteen (14) calendar days in advance of the action.
- (f) Any person replacing key personnel must have the same or higher qualifications and experience as the key personnel replaced.

H.15 Security Clearance Requirements

(b) (4)

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(b) (4)

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H.16 Restriction on Cross-Selling

(a) Contractor will not leverage any contacts, relationships, communication channels, data, or

information used during, or gained through, this contract to market, advertise, solicit, or influence, directly or indirectly, TSP Participants to use, purchase, or invest in, any non-TSP products or services. This restriction on cross-selling activity is intended to be broad and inclusive and covers, but such coverage is not limited to, the reference to, discussion of, and/or offering of brokerage accounts, individual retirement accounts, managed account services, life or disability insurance, annuity products, advice, and wealth management services.

- (b) Contractor must include in its Organizational Conflict of Interest Mitigation Plan, a description of the manner in which the Contractor will ensure that it complies with this prohibition on cross-selling. See Attachment J.4, CDRL 3.14.

(b) (4)

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H.17 Error Correction

(b) (4)

(b)(4)

H.18 Errors and Omissions Insurance

(b) (6)

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H.19 Compliance with Laws

(b) (6)

(b)(6)

(b) (4)

(b)(4)

H.20 Standard of Care

(b) (4)

(b)(4)

H.21 Fiduciary Status

(b) (4)

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H.22 Reserved

H.23 Mutual Fund Window

(b) (6)

(b)(6)

(b) (4)

(b)(4)

H.24 Transitory Accounts

All custody accounts, deposit accounts, omnibus accounts, subaccounts, cash reserve accounts, expense accounts, revenue sharing accounts, redemption accounts, suspense accounts, clearing accounts, bookkeeping accounts, or any other accounts used in the course of providing services under this contract are to be maintained at all times for the benefit of an individual Participant or for the benefit of the Thrift Savings Fund.

H.25 Bond

Contractor shall purchase, or shall cause the appropriate subcontractor to purchase, if applicable, a bond that meets the requirements in 5 U.S.C. 8478 (See Attachment J.34) that covers each Contractor officer, employee, subcontractor or agent (if any) who handles funds or property of the Thrift Savings Fund. The determination as to who handles funds shall be made pursuant to Department of Labor guidance issued under section 412 of the Employee Retirement Income Security Act. Upon request, Contractor shall provide

FRTIB evidence of such bond. Contractor shall notify FRTIB in the event that the bond coverage changes at the time of each renewal of its policy.

H.26 Value Pricing

(b) (4)

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H.27 Assessment & Authorization (A&A)

- (a) Contractor shall assist as directed by FRTIB to complete an A&A in accordance with current versions of NIST SP 800-53, SP 800-53A (See Attachment J.35), and NIST SP 800-37 (See Attachment J.36). FRTIB shall use the A&A to perform an initial assessment and authorization before any FRTIB data is migrated to the federal system being operated on behalf of the government. The initial assessment and authorization shall be performed consistent with this Section H.27 and shall not be unreasonably withheld. The parties agree and acknowledge that any delay by FRTIB in performing the initial assessment and authorization may delay implementation of the RKSA Solution and shall result in a commensurate extension of the Transition Period.
- (b) Contractor shall generally, substantially, and in good faith follow FRTIB's and NIST guidelines and security guidance. In situations where there are no procedural guides, Contractor shall use generally accepted industry best practices for IT security as directed and approved by FRTIB.
- (c) Contractor shall comply with FRTIB's requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement.
- (d) The Level of Effort for the A&A is based on the NIST Federal Information Processing Standard (FIPS) Publication 199 categorization (See Attachment J.37), which FRTIB will provide. Assessment testing and related results and reports must be conducted by a Third Party Assessment Organization (3PAO). Contractor shall create, maintain and update the following documentation:
 - (1) Privacy Threshold Analysis (PTA)
 - (2) Privacy Impact Assessment (PIA)
 - (3) Assessment Test Procedures and Results
 - (4) Security Assessment Report (SAR)
 - (5) System Security Plan (SSP)
 - (6) IT System Contingency Plan (CP)
 - (7) IT System Contingency Plan (CP) Test Results
 - (8) Plan of Action and Milestones (POA&M)
 - (9) Continuous Monitoring Plan (CMP)
 - (10) NIST SP 800-53, Revision 4 Control Tailoring Workbook
 - (11) Control Implementation Summary Table
 - (12) Results of Penetration Testing
 - (13) Software Code Review (as directed)
 - (14) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

- (e) Identified gaps between FRTIB required security and privacy controls and the Contractor's implementation as documented in the Security Assessment Report shall be tracked by Contractor for mitigation in a Plan of Action and Milestones (POA&M) document.

(b) (4)

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- (g) Contractor is responsible for mitigating all security risks found during the A&A activities in accordance with FRTIB policy.
- (h) FRTIB will determine the risk rating of vulnerabilities.
- (i) The Privacy Division will provide a Privacy Threshold Analysis (PTA) and Privacy Impact Assessment (PIA) template to Contractor. Contractor is responsible for completing the PTA and PIA. The Privacy Division may request clarifications or revisions to the PTA and/or PIA before approving and finalizing the document.
- (j) The Privacy Division will also provide a list of required baseline privacy controls. This document will describe which controls Contractor is responsible for implementing. Contractor is responsible for implementing, and drafting implementation statements, for all controls designated as system-specific as well as the system-specific portion of hybrid controls.

(b) (4)

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H.28 Disclosure of Fees and Compensation

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H.29 Financial Reporting

(b) (4)

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H.30 Audit Support

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(End of Section H)

SECTION I – CONTRACT CLAUSES

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I.1 LISTING OF CLAUSES INCORPORATED BY FULL TEXT

For this Section I, all references to “days” equates to “calendar days” unless otherwise stated.

I.1.1 FAR 52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.

- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.1.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders (OCT 2020)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

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

___ (10) [Reserved].

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

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

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

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

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

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jun 2020) of 52.219-9

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

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

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

(29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

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

(31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

(32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

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

(33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

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

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

(41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun2016) (E.O. 13693).

(47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

(48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 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).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of

the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug2018) (41 U.S.C. chapter 67).
- (xiii)
 - (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
 - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

I.1.3 FAR 52.215-21 – Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Alt I and Alt III) (JUN 2020)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(I) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(II) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold

that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

- (I) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (II) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (III) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

- (1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: *to be agreed upon for each instance requiring certified cost or pricing data.*
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: *to be agreed upon for each instance requiring certified cost or pricing data.*

(End of Clause)

I.1.4 FAR 52.217-8 - Option to Extend Services (NOV 1999) (Deviation)

- (a) 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 60 days.
- (b) The rates shall be determined to be the price or rate of each applicable CLIN as stated in Section B of the awarded CLIN that corresponds with the most recently entered period of performance. Evaluation of proposed CLIN prices constitutes evaluation of the price or rate used for options exercised under this clause.

(End of Clause)

I.1.5 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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 negotiated phase-in duration plus 12 years.

(End of Clause)

I.1.6 FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)(Deviation)

Funds are not presently available for performance under this contract beyond the end of any fiscal year (30 Sep). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the end of the fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I.1.7 FAR 52.243-7 – Notification of Changes (JAN 2017)

- (a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in

paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I.1.8 FAR 52.244-6 – Subcontracts for Commercial Items (AUG 2019)

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

“Commercial item and commercially available off-the-shelf item” have the meanings contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. 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.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
- (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of

any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii)

(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable.

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

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(e) All clauses listed in Section H must flow-down to all sub-contracts.

(End of Clause)

I.1.10 FAR 52.252-2 - Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the 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>

(End of Clause)

I.2 CLAUSES INCORPORATED BY REFERENCE

FAR Clause	Title	Date
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52-203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2013
52.204-19	Incorporation by Reference of Representations and Certificates	DEC 2014
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2018
52.217-2	Cancellation Under Multi-year Contracts	OCT 1997
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-49	Service Contract Labor Standards—Place of Performance Unknown	MAY 2014
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-11	Patent Rights – Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data – General	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
52.229-3	Federal, State, and Local Taxes	FEB 2013

52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	MAY 2001
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability for Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	May 2014
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-2	Production Progress Report	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-15	Certificate of Conformance	APR 1984
52.253-1	<u>Computer Generated Forms</u>	JAN 1991

(End of Section I)

Section J – List of Attachments

The following documents are attached and incorporated in this contract:

J.1 – Statement of Objective (SOO) – B.1, B.2

J.2 – PLACEHOLDER RESERVED FOR FUTURE USE

J.3 – PLACEHOLDER RESERVED FOR FUTURE Proposal Pricing Template

J.4 – Minimum Contract Data Requirements List (CDRL) – E.4, E.6, F.3

J.5 – Performance Requirements Summary (PRS) - E.6, E.7, F.3

J.6 – Performance Related Compensation Adjustment – F.3

J.7 – Material Inspection and Receiving Report (DD Form 250) – E.3 –
<http://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd0250.pdf>

J.8 – Invoice Template – G.2

J.9 – Federal Information Security Modernization Act of 2014 (FISMA) – H.1 -
<https://www.congress.gov/bill/113th-congress/senate-bill/2521>

J.10 – NIST Risk Management Framework (RMF) – H.1 - [https://csrc.nist.gov/Projects/Risk-Management/Risk-Management-Framework-\(RMF\)-Overview](https://csrc.nist.gov/Projects/Risk-Management/Risk-Management-Framework-(RMF)-Overview)

J.11 – Security and Privacy Controls for Federal Information Systems and Organizations (SP 800-53) –
H.1 – <https://csrc.nist.gov/publications/details/sp/800-53/rev-4/final>

J.12 – Federal Risk and Authorization Management Program (FedRAMP) – H.3 –
<https://www.fedramp.gov/resources/documents/>

J.13 – FRTIB_ISCM_Strategy – H.1

J.14 – Controlled Unclassified Information Registry – H.5 -
<http://www.archives.gov/cui/registry/category-list.html>

J.15 – Service Organization Control (SOC) 1 Report Type 2, SOC 2 Type 2 and SOC for Cybersecurity –
H.6 - <https://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/serviceorganization-smanagement.html> ,
<https://www.aicpa.org/interestareas/frc/assuranceadvisoryservices/aicpacybersecurityinitiative.html>

J.16 – Privacy Act of 1974 (5 U.S.C. § 552a) – H.9 - <https://www.justice.gov/opcl/privacy-act-1974>

J.17 – FRTIB Recovery Requirements for Recordkeeping Services – E.6, H.8

J.18 – Societal Security – Business Continuity Management Systems – Requirements (ISO 22301) – H.8
- <https://www.iso.org/standard/50038.html>

J.19 – Standard on Disaster/Emergency Management and Business Continuity/Continuity of Operations Programs NFPA 1600 v2016 – H.8 - <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1600>

J.20 – Freedom of Information Act (5 U.S.C. § 552) – H.9 - <https://www.foia.gov/>

J.21 – Definition of Federal Record (44 U.S.C. § 3301) – H.9 -
<https://www.gpo.gov/fdsys/granule/USCODE-2008-title44/USCODE-2008-title44-chap33-sec3301/content-detail.html>

J.22 – Federal Records Act (44 U.S.C. Ch. 21, 29, 31, 33) – H.9 -
<https://www.law.cornell.edu/uscode/text/44/chapter-21>

J.23 – Regulations of the National Archives and Records Administration (NARA) – H.9 -
<https://www.archives.gov/about/regulations/regulations.html>

J.24 – How Do Agencies Manage Records Created Or Received By Contractors? (36 CFR 1222.32) – H.9 -
<https://www.gpo.gov/fdsys/pkg/CFR-2012-title36-vol3/pdf/CFR-2012-title36-vol3-sec1222-32.pdf>

J.25 – Unlawful Access to Stored Communications (18 U.S.C. § 2701) – H.9 -
<https://www.gpo.gov/fdsys/pkg/USCODE-2011-title18/pdf/USCODE-2011-title18-partI-chap121-sec2701.pdf>

J.26 – Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records (36 CFR 1230) – H.9 - <https://www.gpo.gov/fdsys/pkg/CFR-2011-title36-vol3/pdf/CFR-2011-title36-vol3-part1230.pdf>

J.27 – RESERVED

J.28 – Sample Associate Contractor Agreement – H.11

J.29 – Corporate Non-Disclosure Agreement Form – H.13

J.30 – Federal Employees’ Retirement System Act (FERSA) of 1986 (H.R.2672) – H.19 -
<https://www.congress.gov/bill/99th-congress/house-bill/2672>

J.31 – Employee Contribution Elections, Contribution Allocations, and Automatic Enrollment Program (5 U.S.C. § 1600) – H.19 - <https://www.gpo.gov/fdsys/pkg/CFR-2011-title5-vol3/pdf/CFR-2011-title5-vol3-part1600.pdf>

J.32 – Fiduciary Responsibilities; Liability and Penalties (5 U.S.C. § 8477) – H.21 -
<https://www.gpo.gov/fdsys/granule/USCODE-2010-title5/USCODE-2010-title5-partIII-subpartG-chap84-subchapVII-sec8477>

J.33 – Investment Advisor’s Act of 1940 – H.22, H.23 -
<http://legcounsel.house.gov/Comps/Investment%20Advisers%20Act%20of%201940.pdf>

J.34 – Bonding (5 U.S.C. § 8478) – H.25 - <https://www.gpo.gov/fdsys/granule/USCODE-2011-title5/USCODE-2011-title5-partIII-subpartG-chap84-subchapVII-sec8478>

J.35 – Assessing Security and Privacy Controls in Federal Information Systems and Organizations (SP 800-53A) - <https://www.nist.gov/publications/release-nist-special-publication-800-53a-revision-4-assessing-security-and-privacy>

J.36 – Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (SP 800-37) – H.27 – <https://csrc.nist.gov/publications/detail/sp/800-37/rev-1/final>

J.37 – Federal Information Processing Standards 199 (FIPS 199) – H.27 – <https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf>

J.38 – General Statutory Exemption for Services or Office Space – H.28 - <https://www.gpo.gov/fdsys/granule/CFR-2010-title29-vol9/CFR-2010-title29-vol9-sec2550-408b-2>

J.39 – Quality Assurance Surveillance Plan – E.4

J.40 – Library 2 – Operational Narratives – C

J.41 – AFS Vol I - Transition

J.42 – AFS Vol II Service Delivery

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(End of Section J)