**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001

3. EFFECTIVE DATE 06/25/2026

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE OCFO_ACQ_MGT_DIV

FRTIB
77 K Street NE
Suite 1000
Washington DC DC 20002

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. FRTIB1-26-Q-0020

x 9B. DATED *(SEE ITEM 11)* 06/01/2026

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

**E. IMPORTANT:** Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This Amendment No. 0001 is issued to Solicitation No. FRTIB1-26-Q-0020.

The purpose of this amendment is to incorporate Government responses to vendor questions received regarding the solicitation.

The Questions and Answers (Q&A), attached hereto as Attachment C, are hereby incorporated into and made part of the solicitation. The Q&A are provided for informational purposes and to clarify the Government's requirements. To the extent that the Q&A modify or conflict with the solicitation, the solicitation is hereby amended accordingly.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Ronald Rheinhardt
TEL: EMAIL: Ronald.Rheinhardt@FRTIB.GOV

15B. CONTRACTOR/OFFEROR

*(Signature of person authorized to sign)*

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
RONALD RHEINHARDT
Digitally signed by RONALD RHEINHARDT
Date: 2026.06.25 07:27:26 -04'00'

*(Signature of Contracting Officer)*

16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Offerors are instructed to review the attached Q&A in their entirety and consider this information when preparing their quotations. | | | | |
| | Except as expressly amended herein, all other terms and conditions of the solicitation remain unchanged and in full force and effect. | | | | |
| | Offerors shall acknowledge receipt of this amendment by completing Block 15A of the SF-30 and returning a copy with their quotation. | | | | |
| | The due date for receipt of quotations is extended. New due date is extended to July 6, 2026 at 12:00pm. | | | | |

**Request for Quote (RFQ)**

**RFQ Number: FRTIB1-25-Q-0020**

**NOTICE TO PROSPECTIVE QUOTERS**

## A. Combined Synopsis Solicitation

Agency Contact: Ron Rheinhardt (Contracting Officer)

Agency Email: Ronald.Rheinhardt@frtib.gov.

**RFQ Issue Date: June 1, 2026**

**Questions Due Date: June 15, 2026**

**Proposal Due Date: July 6, 2026**

All questions or requests for clarification, citing the specific solicitation section, shall be emailed by June 15, 2026 at 12:00pm EST to the agency contact above.

The Contracting Officer shall be the sole point of contact (POC) for answering questions regarding the RFQ. Answers to all written questions will be provided to all prospective contractors, giving due regard to the proper protection of proprietary information and without reference to the source of the question. In posing questions, vendors must cite the relevant section, paragraph, and page number. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, vendors are reminded that hypothetical questions aimed at receiving a potential "evaluation decision" will not be addressed.

Proposal Due Date: Monday, July 6, 2026 at 12:00pm EST to Ronald.Rheinhardt@frtib.gov.

This solicitation is issued as a Request for Quotations (RFQ) for commercial services in accordance with the policies of FAR Part 12, Acquisition of Commercial Products and Commercial Services, and the simplified acquisition procedures authorized by FAR Part 13, including FAR Subpart 13.5, Simplified Procedures for Certain Commercial Items. This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

The Government intends to award an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract that allows for either fixed price or labor-hour orders for legal support services that meet the definition of a commercial service under FAR 2.101.

## B. CONTINUATION OF SF-1449

### B.1 This document consists of the following sections:

| SECTION | DESCRIPTION |
|---|---|
| A | Standard Form 1449 |
| B | Continuation of the SF-1449 |
| C | Contract Clauses |
| D | Contract Documents, Exhibits, or Attachments<br>Attachment A- Statement of Work<br>Attachment B-Pricing Schedule<br>Attachment C- Vendor Questions & Government Responses |

| | |
|---|---|
| E | Solicitation Provisions<br>-Instruction to Quoter(s)<br>-Evaluation Factors for Award |

**Period of Performance**

A Base Period plus four one-year options for a total of five years as shown below:

| | |
|---|---|
| Base Period | December 1, 2026- November 30,2027 |
| Option Period One | December 1, 2027- November 30,2028 |
| Option Period Two | December 1, 2028- November 30,2029 |
| Option Period Three | December 1, 2029- November 30,2030 |
| Option Period Four | December 1, 2030- November 30,2031 |

**Observance of Federal Holidays**

Normal business hours for FRTIB personnel are 8:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding Federal holidays and official Federal Government closures in the Metropolitan DC area. The following Federal holidays are observed by the FRTIB:

(1) New Year's Day (January 1)
(2) Birthday of Martin Luther King, Jr. (Third Monday in January)
(3) Washington's Birthday (Third Monday in February)
(4) Memorial Day (Last Monday in May)
(5) Juneteenth (June 19)
(6) Independence Day (July 4)
(7) Labor Day (First Monday in September)
(8) Columbus Day (Second Monday in October)
(9) Veterans Day (November 11)
(10) Thanksgiving Day (Fourth Thursday in November)
(11) Christmas Day (December 25)

In addition to the days designated as holidays, the Government may also observe the following days:

Any day designated by Federal Statute; Executive Order; or President’s Proclamation

Notwithstanding holidays and Government closures, the contractor shall perform in accordance with the terms established in the associated contract.

**Contract Type**

This contract is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract. The Government does not guarantee that all labor categories identified in this contract will be utilized for every task order.

Each task order issued under this contract may require a different combination and number of labor categories, based on the specific requirements of the work to be performed. The Government will identify the required labor categories, estimated and/or not-to-exceed (NTE) labor hours, and performance period in each task order.

**Overtime**

Overtime hours can only be approved by the Contracting Officer or COR.

## SECTION C - CONTRACT CLAUSES

### 52.217-7 Option For Increased Quantity-Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ***30 days***. Delivery of added items shall continue at the same rate that like items are called for under the contract unless the parties otherwise agree.

*(End of clause)*

### 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder ***shall not exceed 6 months***. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

*(End of clause)*

### 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 ***30 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. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years (5 years 6 months)**

*(End of clause)*

### 52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

*Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

*Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

**FAR 52.233-2 Service of Protest (Sept 2006)**

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at the address or email listed below by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

Service may be made to:

Contracting Officer:
Ron Rheinhardt
Email: Ron.Rheinhardt@frtib.gov

or

Senior Procurement Executive:
Nieema Strong
Email: Nieema.Strong@frtib.gov

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

(End of clause)

**FAR 52.237-3 Continuity of Services (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-
(1) Furnish phase-in training; and
(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Oct 2025)**

(End of clause)

*FAR 52.212-5 Clauses incorporated by reference:*

| | |
|---|---|
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. (Jun 2020) |
| 52.203-13 | Contractor Code of Business Ethics and Conduct, (Nov 2021) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Nov 2023) |
| 52.204-14 | Service Contract Reporting Requirements. (Oct 2016) |
| 52.204-7 | System of Award Management (Oct 2018) |
| 52.204-8 | Annual Representations and Certifications (Oct 2025) |
| 52.204-13 | System of Award Management Maintenance (Oct 2018) |
| 52.204-16 | Commercial and Government Entity Code Reporting (Aug 2020) |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (Nov 2021) |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) |
| 52.204-26 | Covered Telecommunications Equipment or Services Representation. (Oct 2020) |
| 52.204-27 | Prohibition on a ByteDance Covered Application (Jun 2023) |
| 52.209-6 | Protecting the Government-Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Oct 2018) |
| 52.222-3 | Convict Labor. (Jun 2003) |
| 52.222-19 | Child Labor-Cooperation with Authorities and Remedies. (Feb 2024) |
| 52.222-21 | Prohibition of Segregated Facilities. (April 2015) |
| 52.222-26 | Equal Opportunity. (Sept 2016) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (JUN 2020) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) |
| 52.222-50 | Combating Trafficking in Persons (NOV 2021) |
| 52.224-3 | Privacy Training (Jan 2017) |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) |
| 52.222-35 | Equal Opportunity for Veterans (JUN 2020) |

| | |
|---|---|
| 52.222-37 | Employment Reports on Veterans (JUN 2020) |
| 52.222-54 | Employment Eligibility Verification (MAY 2022) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (June 2013) |
| 52.233-2 | Service of Protest (Sept 2026) |
| 52.243-3 | Changes-Time-and-Materials or Labor-Hours (Sept 2000) |
| 52.246-6 | Inspection-Time-and-Material and Labor-Hour (May 2021) |

**FRTIB Contract Provisions and Clauses**

**A.1 Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (Oct 2025)**

**Clause:**

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.

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. Any changes to submitted invoice (short-pay or withhold) will require resubmission of invoice with revised amount. 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.

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.

Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973 – 3131.

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.

(End Clause)

**A.2 Key Personnel (Oct 2025)**

**Clause:**

(a) The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts, the Contractor shall notify the Contracting Officer and COR. The Contractor shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the task order. If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than 30 days' notice, the Contractor shall provide the maximum notice practicable under the circumstances.

The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

**A.3 Records Management Obligations (Oct 2025)**

**Clause:**

(a) "Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

(b) The term Federal record:

(1) Includes Agency records;

(2) Does not include personal materials;

(3) Applies to records created, received, or maintained by Contractors pursuant to their Agency contract;

(4) May include deliverables and documentation associated with deliverables.

(c) Requirements

(1) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(3) In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) 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 the FRTIB Contracting Officer and COR. The agency must report promptly to NARA in accordance with 36 CFR 1230.

(5) The Contractor shall immediately notify the appropriate Contracting Officer and COR 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 are properly protected. 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 are no longer required, it shall be returned to FRTIB control, 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 and COR or address prescribed in the contract vehicle. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

(1) The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and FRTIB guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

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

(3) 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.

(4) 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.

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

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

policies, including initial training and any annual or refresher training.

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

(d) Flow down of requirements to subcontractors:

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

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

(End of Clause)

**A.4 Recordkeeping & Proprietary Information (Oct 2025)**

**Clause:**

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

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

(b) The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract:

(1) The Contractor shall protect the information against unauthorized access, modification, release, or disclosure.

(2) 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.

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

(4) All Contractor employees assigned to this contract who create, work with, or otherwise handle FRTIB or TSP records using Government Furnished Property are

required to take FRTIB provided Controlled Unclassified Information 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) FRTIB safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with the Cyber Incident Reporting clause. To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is released.

(d) Use and release of contractor attributional/proprietary information not created by or for FRTIB. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for FRTIB is authorized to be released outside of FRTIB—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes;

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract.

(e) Use and release of contractor attributional/proprietary information created by or for FRTIB. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for FRTIB is authorized to be used and released outside of FRTIB for purposes and activities authorized by paragraph (f) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(End Clause)

**A.5 Advertising and Release of Information (Oct 2025)**

**Clause:**

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.

Flow down of requirements to subcontractors as follows:

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

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

(End Clause)

**A.6 Safeguarding Unclassified Information (CUI) (Oct 2025)**

**Clause:**

Controlled Unclassified Information (CUI)" means information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

- 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
- Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

(b) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government, the following security requirements apply:

(i) The covered contractor information system shall be subject to the security requirements in current version of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" and related guidance.

(ii) Within 30 days of the contract award, the Contractor shall email the Contracting Officer, with a copy to the FRTIB Chief Information Security Officer (CISO), to report any security requirements from NIST SP 800-171 that were not implemented at the time of the award or at any point thereafter. Additionally, the Contractor must notify the CO, with a copy to the CISO, of any requirements that lack a self-assessment using NIST SP 800-171A.

(c) Controlled Unclassified Information (CUI) shall be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area, they shall protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

(d) The contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(e) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(f) The safeguarding and cyber incident reporting required by this contract in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(g) 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 agency procedures.

(h) Flow-down of requirements to subcontractors

(1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract 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.

(3) Require subcontractors to notify the prime Contractor (or next higher-tier subcontractor) when security requirements are not satisfied in accordance with paragraph (b)(ii) of this clause. The prime Contractor shall then report the security shortfall to FRTIB in accordance with (b)(ii) of this clause.

(End Clause)

**A.7 Compliance with Controlled Unclassified Information (CUI) Protection Guidance (Oct 2025)**

**Clause:**

Controlled Unclassified Information (CUI)" means information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

- 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
- Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

(b) By submission of this offer, the Quoter represents that it will implement the security requirements specified by the current version of National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information (CUI) in Nonfederal Information Systems and Organizations."

## A.8 Federal Information Security Modernization Act (FISMA) Compliance (Oct 2025)

**Clause:**

(a) Definitions. As used in this clause—

"Continuous Diagnostics and Mitigation (CDM) agency dashboard" displays data about devices, users, privileges, and vulnerabilities. This dashboard collects and arranges detailed information on vulnerabilities gathered and provides an object-level view of an agency's cybersecurity posture.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits Controlled Unclassified Information. This system doesn't receive an agency authorization.

"Federal information system" means information system used or operated by an agency or by a contractor of an agency or by another organization on behalf of an agency. This system receives an agency authorization.

"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.

"High Value Asset" means designation of information or an information system that is so critical to an organization that the loss or corruption of this information or loss of access to the system would have serious impacts on the organization's ability to perform its mission or conduct business.

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

"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.

As applicable:

(b) The Contractor shall comply with Federal Information Security Modernization Act (FISMA) in accordance with current versions of National Institute of Standards and Technology (NIST) Special Publication 800-53 series, 800-37 and the Cybersecurity Framework (CSF); as well as guidance issued in furtherance of FISMA that includes, but is not limited to, Executive Orders, Office of Management and Budget (OMB) guidance, other related NIST publications and guidance, Binding Operational Directives (BODs), and other guidance issued by the Cybersecurity and Infrastructure Security Agency (CISA). Contractor shall take actions to comply with revisions and/or new versions of FISMA that are part of routine operations at no additional cost to FRTIB.

(c) Cybersecurity is a rapidly changing and evolving area governed by a variety of laws, regulations, directives, and guidance. Contractor shall be responsible for maintaining reasonable compliance with the cybersecurity requirements made applicable to this contract and Contractor's own evolving cybersecurity best practices.

(d) The Contractor shall select security controls according to the categorization approved by FRTIB, including applicable High Value Asset (HVA) controls.

(e) 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. Deviations from the agency's FISMA policies and above-mentioned related guidance must be approved by the Contracting Officer.

(f) Contractor's security plan and implementation of its controls must be designed to support ongoing authorization requirements as defined by the FRTIB's Information Security Continuous Monitoring (ISCM) program. The Contractor must have the ability to support real-time authorization decisions based on factors such as Continuous Diagnostics and Mitigation (CDM) agency dashboard data, automated control assessments, and agreed-upon assessments of non-automated controls. Contractor is required to implement the CDM tools and technologies as a part of the initial authorization process.

(g) 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 other circumstances indicating material non-compliance or urgent risk to agency information.

(h) FRTIB or TSP information systems that support processing, transmitting, or storing of

Agency data are to be used in support of FRTIB mission only. All data contained on FRTIB or TSP information systems in support of FRTIB is owned by the FRTIB and may be monitored, intercepted, recorded, read or captured.

(i) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in the performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) Flow-down of requirements to subcontractors

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

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

(End Clause)

**A.9 General Cybersecurity Compliance (Oct 2025)**

**Clause:**

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

**Error! Reference source not found.**
**Error! Reference source not found.**

(b) The Contractor shall establish, implement, and maintain a comprehensive cybersecurity program that adheres to cybersecurity best practices and addresses the risks associated with the information systems and data used to perform this contract.

(c) The Contractor has no reasonable expectation of privacy while performing work in support of the contract on any Agency information system that processes, transmits, or stores FRTIB data.

(d) All Contractors accessing a federal information system shall utilize a government-issued Personal Identity Verification (PIV) card or another agency approved phishing-resistant authenticator.

(e) The contractor shall be responsible for properly protecting all information and data used, gathered, or developed as a result of work under this contract. All FRTIB information, data, and/or equipment shall only be disclosed to authorized personnel on a need-to-know basis in order to support the performance of the contract. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to the government. Disposition of this information shall be followed in accordance with the A.3 Records Management Obligations clause and the current version of NIST SP 800-88, "Guidelines for Media Sanitization." The Contractor shall provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures

(f) 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.

(g) 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.

(h) Flow-down of requirements to subcontractors

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

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

(End Clause)

**A.10 Cyber Incident Reporting (Oct 2025)**

**Clause:**

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

"Breach" means 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 sensitive information (e.g., CUI, personally identifiable information, contract-sensible, etc.) or (2) an authorized user accesses or potentially accesses personally identifiable information for unauthorized purposes.

"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.

“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.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits Controlled Unclassified Information. This system doesn’t receive an agency authorization.

“Controlled Unclassified Information (CUI)” means information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government-wide policies, and is—

- 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
- 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 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 confidentiality, integrity, or availability of 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.

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

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“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.

(b) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident or breach of an information system that stores or processes FRTIB information or data, the Contractor shall:

(i) Immediately report all actual or potential cyber incidents to FRTIB at IncidentResponse@frtib.gov;

(ii) Require training for contractors and subcontractors on how to identify and report an incident or breach; and

(iii) Conduct a review of their IT environment for evidence of compromise. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident or breach, 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 contractual services. The review shall include, but not be limited to, identifying any/all compromised computers, servers, specific data, and user accounts, for the purpose of identifying what information was or may have been accessed and by whom, creating timelines of unauthorized/malicious activity, determining methods and techniques used for system access, and identifying the attack vector.

(2) The cyber incident report shall be treated as information created by or for FRTIB and shall include, at a minimum, the required elements in accordance with FRTIB Cyber Incident Response Policy and Procedures.

(c) When the Contractor or subcontractor discovers and isolates malicious software in connection with a reported cyber incident, the Contractor shall coordinate the transfer, as requested by FRTIB, for a sample of the malicious software to IncidentResponse@frtib.gov. Contractor must not send the malicious software to the Contracting Officer or Contractor Officer's Representative (COR).

(d) When a Contractor discovers a cyber incident or breach has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (b)(1)(iii) of this clause and all relevant monitoring/packet capture data for 90 days **from the date of discovery of the cyber incident** so that the Government can request and review them if needed.

(e) The Contracting Officer will request that the Contractor provide all the damage assessment information gathered in accordance with paragraph (d) of this clause.

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

(g) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations that govern the interception, monitoring, access, use, and

disclosure of electronic communications and data.

(h) The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(i) If Contractor's performance of services results in a breach of FRTIB data, the Contractor shall bear the losses and expenses (including attorneys' fees) associated with the breach including costs associated with (1) providing notice of the breach to affected individuals and to applicable regulatory bodies; (2) establishing call centers for affected individuals; and (3) providing individuals with credit and identity monitoring and credit and identity restoration services on an opt-in basis. The necessary remediation measures will be determined by FRTIB in accordance with FRTIB's Breach Response policy and procedures.

(j) The Contractor agrees that the following conditions apply to cyber incident information it receives or creates in the performance of this contract, including information obtained from a third-party's reporting of a cyber incident:

(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 this clause and shall not be used for any other purpose.

(2) The information is considered sensitive and is subject to protection and disclosure restrictions in accordance with OTS.1 General Cybersecurity clause.

(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.

(k) Flow-down of requirements to subcontractors

(1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract 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.

(3) Require subcontractors to provide the incident report number assigned by the subcontractor's Security Operations Center or Computer Security Incident Response Team (CSIRT), to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber- incident to FRTIB as required in paragraph (b) of this clause.

(End of Clause)

**A.16 Artificial Intelligence Use Across Multiple Agreements (Oct 2025)**

**Clause:**

This clause establishes standardized terms governing the development, deployment, and oversight of artificial intelligence (AI) systems in contractual relationships. It balances innovation with ethical, legal, and operational safeguards, drawing from emerging regulatory frameworks and industry best practices.

**AI System Definition and Scope**

For purposes of this Agreement, "AI System" is defined per section 7223 of the Advancing American AI Act which states that "[t]he term 'artificial intelligence system'- (A) means any data system, software, application, tool, or utility that operates in whole or in part using dynamic or static machine learning algorithms or other forms of artificial intelligence, whether-
(i) the data system, software, application, tool, or utility is established primarily for the

purpose of researching, developing, or implementing artificial intelligence technology; or (ii) artificial
intelligence capability is integrated into another system or agency business process, operational activity, or technology system; and (B) does not include any common commercial product within which artificial intelligence is embedded, such as a word processor or map navigation system.

This includes but is not limited to:

- Supervised, unsupervised, transfer learning, or reinforcement learning models
- Generative AI tools (e.g., large language models, diffusion models)
- Automated decision-making systems, fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

**Permitted Uses and Restrictions**

***Authorized Applications***

The AI System may be used solely for:

- Operational Efficiency: Automating repetitive tasks in specify domain, e.g., customer service, data analysis
- Predictive Analytics: Generating insights from datasets related to define scope, e.g., market trends, equipment maintenance
- Content Creation: Producing draft materials in identified formats e.g., reports, marketing copy subject to human review

***Prohibited Activities***

Explicitly barred uses include:

- High-Risk Applications: Facial recognition in public spaces, social scoring, or real-time biometric identification without explicit opt-in consent
- Legal/Medical Decisions: Outputs that directly influence judicial rulings, medical diagnoses, or treatment plans without human validation
- Synthetic Media: Generating deepfakes or synthetic voices for deceptive purposes
- For High Impact AI as defined in OMB Memorandums M-25-21 and M-25-22, AI output that serves as a principal basis without human oversight for decisions or actions with legal, material, binding, or significant effect on:
    - an individual or entity's civil rights, civil liberties, or privacy
    - an individual or entity's access to education, housing, insurance, credit, employment, and other programs
    - an individual or entity's access to critical government resources or services
    - human health and safety
    - critical infrastructure or public safety
    - strategic assets or resources, including high-value property and information marked as sensitive or classified by the Federal Government.

- ability to apply for, or adjudication of, requests for critical federal services, processes, and benefits to include loans and access to public housing; determination of continued eligibility for ongoing benefits; the control of access-through biometrics or other means ( e.g., signature matching)-to IT systems for accessing services for benefits; detection of fraudulent use or attempted use of government services; adjudication of penalties in the context of government benefits.

**Data Governance Framework**

***Input/Output Ownership***

- Customer Data: All training data, prompts, and queries ("Inputs") remain the exclusive property of FRTIB
- Derivative Works: Outputs generated by the AI System constitute joint intellectual property by FRTIB, unless otherwise negotiated. FRTIB retains unrestricted intellectual property rights to use Outputs generated by the AI System.

***Usage Rights***

Contractor grants FRTIB a non-exclusive, non-transferable right to:

- Process Inputs through the AI System for the Agreement's stated purposes
- Store Outputs for specified retention period. This retention period will be no less than 36 months with automatic encryption, unless otherwise agreed to by the parties.

***Confidentiality Safeguards***

- Anonymization: Personal data must be de-identified using specified techniques, e.g., k-anonymity, differential privacy before processing
- Re-Identification Ban: Parties warrant they will not attempt to reverse-engineer anonymized datasets

**Transparency and Explainability**

***Disclosure Requirements***

Contractor shall:

- Maintain publicly accessible documentation detailing the AI System's architecture, training data sources, and accuracy metrics
- Implement an API or dashboard enabling real-time monitoring of model drift and performance degradation

***Right to Explanation***

Upon request, Contractor must furnish:

- A plain-language summary of the factors influencing any material AI-driven decision affecting FRTIB

- Technical evidence demonstrating compliance with stated accuracy thresholds (e.g., ROC-AUC

≥ 0.85)

- Ethical and Operational Guardrails

***Bias Mitigation***

Contractor warrants that:

- Training datasets underwent statistical parity analysis across protected characteristics (race, gender, age, etc.)
- Models were audited using specified frameworks, e.g., IBM AI Fairness 360, Google What-If Tool

***Human Oversight***

FRTIB agrees to:

- Use best efforts to maintain a minimum 2:1 ratio between automated decisions and human validations during the first 12 months of deployment
- Coordinate with technical, legal, and/or any applicable compliance governance board to ensure the ethical use of AI.

**Intellectual Property Allocation**

***Pre-Existing IP***

Each party retains ownership of background IP contributed to the AI System. Contractor grants an unrestricted license to FRTIB to use algorithms/patents, unless otherwise agreed to by the parties Contractor shall clearly assert any limitations on Pre-Existing IP within their proposal that forms the basis for contract award.

***Vendor Lock-In***

Per OMB memorandums M-25-21 and M-25-22 to mitigate potential vendor lock-in of AI system, as soon as a decision is made by FRTIB not to extend a contract for an AI system or service or within 90 calendar days before the expiration of the contract's full performance period, the FRTIB retains ongoing rights and access to any data or derived products resulting from the services provided under the contract. FRTIB and Contractor shall come to a mutual understanding of format and usability of any data, and any circumstances that could result in expiration of access, as well as a plan for conducting any transfers of data or other derived assets necessary per the terms of the contract. The Contractor shall work in good faith with FRTIB to establish ongoing usability of data, including format and transferability of data upon expiration of contract. Any limitations on FRTIB's unrestricted use, access and transfer rights to all data shall be clearly defined by the Contractor within their proposal for award prior to contract execution and is subject to agreement by FRTIB.

***Derivative Models***

Fine-tuned models created using FRTIB data:

- FRTIB retains unrestricted data rights
- Any claims of Contractor data rights must be asserted in Contractor's proposal that forms the basis for contract award. Any Contractor data rights requires FRTIB's written consent for commercial exploitation and/or release to any third party.

**Liability and Risk Allocation**

***Excluded Liabilities***

Contractor is not responsible for:

- Outputs modified by FRTIB without Contractor's written approval
- Decisions made by FRTIB contrary to the AI System's documented limitations

***Third-Party Indemnification***

Contractor shall defend FRTIB against claims alleging:

- Copyright infringement in training data, provided Contractor followed approved data sourcing protocols
- Discriminatory impacts traceable to unmodified Contractor algorithms

**Compliance and Audit Rights**

***Regulatory Alignment***

The AI System shall comply with:

- GDPR Articles 13–15 (transparency requirements for automated processing)
- EU AI Act risk categorization protocols
- Jurisdiction-specific mandates, e.g., NYC Local Law 144

***Audit Mechanism***

FRTIB may conduct regular audits through a certified third party to verify:

- Training data provenance and consent documentation
- Operational adherence to stated accuracy/ethics benchmarks

***Dynamic Adaptation Clause***

This clause automatically incorporates:

- Technical Updates: Newly published IEEE/ISO standards for AI governance
- Regulatory Changes: Finalized AI rules from specified agencies, e.g., EU Commission, NIST
- Version Control: Provider will maintain a changelog accessible at URL

***Implementation Notes***

- Modular Design: Sections may be adopted à la carte based on risk profiles (e.g., exclude Section for non-commercial AI uses)
- Jurisdictional Tailoring: Replace bracketed terms with localized requirements (retention periods, damage caps)
- Integration Protocol: Reference this clause as Exhibit in master service agreements with version control via blockchain timestamping

This framework synthesizes technical safeguards from, compliance mandates from, and sector-specific adaptations from, creating a balanced contractual foundation for responsible AI deployment.

(End of Clause)

**A.17 Artificial Intelligence (AI) Compliance and Ethics (Oct 2025)**

**Clause:**

**Ethical AI Development:**

The Contractor shall ensure that all AI technologies and systems are developed and deployed in accordance with ethical guidelines, including but not limited to fairness, accountability, transparency, and privacy.

The Contractor shall implement measures to prevent bias and discrimination in AI algorithms and ensure equitable treatment of all individuals.

**Data Privacy and Security:**

The Contractor shall adhere to all applicable data privacy and security regulations, including the Federal Information Security Management Act (FISMA) and the General Data Protection Regulation (GDPR), where applicable.

The Contractor shall implement robust data protection measures to safeguard sensitive information and prevent unauthorized access or data breaches.

**Transparency and Explainability:**

The Contractor shall ensure that AI systems are transparent and explainable, providing clear documentation on how AI decisions are made.

The Contractor shall provide mechanisms for users to understand and challenge AI-driven decisions, ensuring accountability and trust in AI systems.

**Continuous Monitoring and Evaluation:**

The Contractor shall establish processes for continuous monitoring and evaluation of AI systems to ensure ongoing compliance with ethical standards and regulatory requirements.

Upon request
by the FRTIB, the Contractor shall furnish their processes to FRTIB for verification of compliance.
The Contractor shall promptly address any identified issues or concerns related to AI systems and report them to the FRTIB.

- FRTIB shall retain the ability to regularly monitor and evaluate (based on the needs of the program) performance, risks, and effectiveness of an AI system or service.
- FRTIB shall use in-house defined data (e.g., agency validation and testing datasets) when conducting any independent evaluations to ensure the AI system or service is fit for purpose. The data used when conducting independent evaluations will not be accessible to Contractor. The test data and validation set will be as similar as possible to the data used when the system is deployed.
- Contractor must provide the access and time necessary for FRTIB to complete independent evaluation. FRTIB may allow Contractor to complete that testing when most appropriate, but must closely monitor such instances and require testing results detailed enough for the testing to be independently verified or reproduced, if practicable.

**Training and Awareness:**

The Contractor shall provide training and awareness programs for all personnel involved in the development, deployment, and use of AI technologies to ensure understanding of ethical guidelines and compliance requirements.

The Contractor shall promote a culture of ethical AI practices within the organization.

(End Clause)

**<u>A.18 Post Quantum Cryptography (Oct 2025)</u>**

**Clause:**

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

"Federal information system" means information system used or operated by an agency or by a contractor of an agency or by another organization on behalf of an agency. This system receives an agency authorization.

"Post-quantum Cryptography" ("PQC") means to develop cryptographic systems that are secure against both quantum and classical computers and can interoperate with existing communications protocols and networks.

(b) The Contractor shall comply with or provide a plan with a timeline on complying with EO 14028, EO 14144 and all applicable standards, directives and guidelines for postquantum cryptography as published by the National Institute of Standards and Technology (NIST) and other relevant

authorities. The Contractor shall ensure that all cryptographic implementations adhere to these standards. If the Contractor is not in full compliance as of the date of this contract award, the Contractor shall, within 30 days of award, submit to the Contracting Officer a plan and proposed timeline for achieving such compliance. The plan and timeline shall be subject to review and approval by the Contracting Officer.

(c) The Contractor shall implement, or adopt and utilize, post-quantum cryptographic algorithms that meet the security requirements specified in NIST's PQC standards. Where a compliance plan and timeline have been approved by the Contracting Officer under paragraph (b), the Contractor shall implement such algorithms in accordance with that approved timeline.

(d) Flow-down of requirements to subcontractors

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

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

(End Clause)

**A.19 Cybersecurity Training (Oct 2025)**

**Clause:**

(a) Contractors shall take appropriate cybersecurity awareness and role-based training identified by the Agency.

(b) Flow-down of requirements to subcontractors

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

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

(End of Clause)

**A.20 FRTIB Protest Procedures Prescription (Oct 2025)**

**Clause:**

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

If the protest is directed to the CO, a copy of the protest must be sent to the SPE at the same time the protest is filed:

Federal Retirement Thrift Investment Board
Office of Chief Financial Officer – Acquisition Management Division
Attn: Senior Procurement Executive Ni'eema Strong
77 K St. NE, Suite 1000
Washington, DC 20002
Nieema.Strong@FRTIB.Gov

Review and consideration of a protest by the SPE is an alternative to review and consideration by the CO.

(End of Clause)

**A.21 Confidentiality and Nondisclosure (Oct 2025)**

**Clause:**

The preliminary and final deliverables, all associated working papers, and any other materials generated by the contractor in the performance of the contract are the property of the U.S. Government and must be submitted to the COR at the conclusion of the contract. All documents produced for this project are the property of the U.S. Government and cannot be reproduced or retained by the contractor. All appropriate project documentation will be given to FRTIB during and at the end of this contract. The contractor shall not release any information without the written consent of the CO. Any request to the contractor for information relating to the resulting contract must be submitted to the CO for approval prior to release. Personnel working on any of the tasks described, at the Government's request, will be required to sign formal nondisclosure and/or conflict of interest (COI) agreements to guarantee the protection and integrity of Government information and documents.

(End Clause)

**A.22 Individual and Nondisclosure Agreements (Oct 2025)**

**Clause:**

The contractor's employees assigned to any contract/task order under this contract/task order shall be required to sign contract specific Nondisclosure Agreements (NDAs) and/or Individual Conflict of Interest (COI) forms which become part of the Organizational Conflict of Interest (OCI) Plan.

(End Clause)

**A.23 General Compliance Requirements (Oct 2025)**

**Clause:**

FRTIB's information systems are the property of the Government. The contractor shall be responsible for adhering to all aspects of the Privacy Act and is prohibited from removing from the worksite any programs, documentation, or data without the knowledge and written approval of the COR.

(End Clause)

**A.24 Organizational Conflict of Interest (OCI) (Oct 2025)**

**Clause:**

The purpose of this clause is to protect the integrity of the procurement by ensuring that a contractor does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract and is not able to manipulate a competition for a Government contract/task order to its favor.

OCI Scope

The restrictions described herein apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, participant in a joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both. Further, the contractor may be required to describe how it will comply with the following limitations.

Access and use of Information

If the contractor, in the performance of this contract, obtains access to information such as contractor plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act, or proprietary data which has not been released or otherwise made available to the public, the contractor agrees that it may not (without prior written approval of the COR):

(1) Use such information for any private purpose including, but not limited to, consulting

services, advisory services, or responses to fair opportunity contract/task order processes or other federal procurement opportunities, unless the information has been released or otherwise made available to the public.

(2) Compete for work for any federal agency based on such information for a period of one year after FRTIB closes out the contract or task order with the contractor.

(3) Submit an unsolicited quote to any federal agency which is based on such information until one year after such information is released or otherwise made available to the public; and

(4) Release such information unless such information has been previously released or otherwise made available to the public.

In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act, source selection information or other confidential or privileged technical, business, or financial information under this contract, it may be required to treat such information in accordance with any restrictions imposed on such information.

Contractor agrees that if it receives any of this data/information without explicit consent by the

Contracting Officer or Contracting Officer's Representative or has reason to believe the information obtained was inadvertent or disclosed by mistake, it will immediately notify the Contracting Officer and follow any Contracting Officer directives regarding removing and/or destroying such data.

(End Clause)

**A.25 Disaster Recovery and Business Continuity Plans (Oct 2025)**

**Clause:**

The contractor (and any supporting subcontractors) must have a Business Continuity

Management System (BCMS), including Information Technology Disaster Recovery Plans, that meets a business continuity industry professional standard (e.g., ISO 22301, NIST SP 800-34r1, NFPA 1600,) specifying requirements to plan, establish, implement, operate, monitor, exercise and test, review, maintain and continually improve a documented management system to protect against, reduce the likelihood of occurrence, prepare for, respond to, and recover from disruptive incidents when they arise. The contractor's BCMS must be appropriate to its needs and meet FRTIB recovery requirements for critical business processes. The contractor must notify FRTIB as soon as feasible about any disruptive incidents.

The contractor must execute and participate in an annual Business Continuity /Disaster Recovery (BC/DR) exercise to demonstrate capabilities to meet FRTIB recovery requirements for critical business processes. Exercise scenario planning, evaluation, after-action reporting, etc., must be coordinated with Contracting Officer Representatives (COR) and applicable representatives from FRTIB.

The contractor must conduct audits/review, at least every two years, to provide information on whether the contractor's BCMS conforms to: 1) FRTIB requirements and 2) the requirements of the applicable business continuity standards.

(End of clause)

**A. 26 Warranty Against Organizational Conflict of Interest (Oct 2025)**

**Clause:**

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Contracting Officer may terminate this contract action for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract. The Contractor further agrees to insert clauses which must conform substantially to the language of this clause in any subcontract of consultant agreement hereunder.

(End of clause)

**A.27 Cooperation with Other On-Site Contractors (Oct 2025)**

**Clause:**

When the Government undertakes or awards other orders or contracts for additional work at the Government's facilities, the Contractor must fully cooperate with other Contractors and Government employees. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees. In any case where, in the course of fulfilling this requirement, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract, at no cost to the Government.

(End of clause)

**A.28 Contractor Interfaces (Oct 2025)**

**Clause:**

The Contractor and/or his subcontractors may be required as part of the performance of this requirement to work with other Contractors working for the Government. Such other contractors must not direct this

Contractor and/or their subcontractors in any manner. Also, this contractor and/or their subcontractors must not direct the work of other Contractors in any manner.

The Government must establish an initial contact between the Contractor and other Contractors and must participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any Contracting Officer's Representatives (CORs) of related requirements must be included in any establishment of conventions.

(End of clause)

**A.29 Non-Personal Services (Oct 2025)**

**Clause:**

This is a "non-personal services" award. It is therefore, understood and agreed that the Contractor and/or the Contractor's employees must: (1) perform the services specified herein as independent Contractors, not as employees of the Government; (2) be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constrains attendant to the performance of this award; (3) be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; and (4) pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative as is necessary to ensure accomplishment of the award objectives.

The Contractor must include this clause in all subcontracts for Contractor support services under this award.

(End of clause)

**A.30 Advertising (Oct 2025)**

**Clause:**

The Contractor must not distribute or display public information or marketing materials or other supplemental literature in a Federal facility or arrange for the distribution of such documents by Federal agencies unless the documents have been reviewed and approved for such use by the Contracting Officer. The Contractor must not publicize or otherwise announce or advertise TSP participation in the Contractor's annuity program without prior written approval of the Contracting Officer.

(End of clause)

**A.31 Personnel Vetting Requirements (Oct 2025)**

**Clause:**

The Contractor, with the support of FRTIB, and to the extent permitted by law, regulation, and Executive Orders, shall comply with all Personnel Vetting Management Standards, policies, and implementation

guidance issued by the FRTIB; the Defense Counterintelligence and Security Agency (DCSA); the Security Executive Agent (Director of National

Intelligence); and the Suitability and Credentialing Executive Agent (Director of the Office of Personnel Management); across all personnel vetting domains (suitability, fitness, national security, and credentialing), to ensure consistent approaches and practices to assess, determine, and manage the risk and trustworthiness of individuals who work for or on behalf of the federal government. The Contractor will complete background investigations and PIV Credentialing requirements in accordance with FRTIB policy, applicable laws, rules, regulations, and Executive orders. FRTIB, at its discretion, is authorized to fund the cost of the background investigation to assist the Contractor in obtaining the required investigation type.

1) Contractor personnel shall not begin initial performance under this contract until FRTIB verifies that the individual has completed an FBI fingerprint check and that a background investigation has been initiated through the National Background Investigations Services (NBIS) system, as reflected in the Central Verification System (CVS). Completion of fingerprinting and initiation of the background investigation establish eligibility for onboarding; however, FRTIB retains sole discretion to determine when such eligibility has been met and when any work under this contract may begin. After such verification, FRTIB may, in its sole discretion, authorize in writing the performance of limited duties that do not require physical or logical access to FRTIB systems or facilities.

a) If, during the pre-vetting stage, FRTIB determines that there are issues of concern that cannot be mitigated or that, based on available information, that an individual is unlikely to receive a favorable adjudication, FRTIB may elect not to initiate a background investigation for that individual. In such cases, FRTIB will notify the Contracting Officer's Representative (COR) and the Contractor of the determination, and the Contractor shall not propose that individual for work under this contract.

2) Contractor personnel may not be granted physical or logical access to FRTIB facilities, systems or information until the FRTIB Personnel Vetting Division confirms, via CVS, the fingerprint results have been received and the background investigation has been scheduled. FRTIB, at its sole discretion, will determine when these conditions are met and will notify the Contractor when access is authorized.

3) Homeland Security Presidential Directive (HSPD)-12 mandates that all executive departments and agencies conduct background investigations, adjudicate the results, and issue identity credentials to all federal employees and contractor employees who require routine physical access to federally controlled facilities and IT systems.

4) Defense Counterintelligence and Security Agency (DCSA) oversees the background investigation process for federal agencies and manages the National Background Investigation Services (NBIS) System. The level of background investigation will be determined by FRTIB Personnel Vetting staff using the Office of Personnel Management's Automated Position Designation Tool based on the nature of the contractor or subcontractor staff's tasks (labor categories). Background investigations include an FBI fingerprint check, credit check, inquiries into current and past employers, schools attended, references, and criminal records check as conducted by DCSA. FRTIB follows DCSA investigation processing requirements and contractors shall comply DCSA policies and processes as applicable and appropriate.

5) The National Institute of Standards and Technology (NIST) publishes guidelines for Personal Identity Verification (PIV) architecture and technical requirements (e.g., FIPS 201-3). Contractors will adhere to

NIST federal standards and validate reliable forms of identification as part of the PIV sponsorship process.

6) The Office of Personnel Management (OPM), as the Suitability and Credentialing Executive Agent, implements PIV Credentialing Standards and Procedures for issuing, revoking, and suspending PIV Credentials; suitability and fitness standards and adjudication; and processes electronically submitted fingerprints for credit and criminal history checks and determines if a Special Agreement Check (SAC) is on file. DCSA and OPM are responsible for the Continuous Vetting (CV) and FBI Rap Back programs. FRTIB and Contractors will follow OPM policies and related regulations (5 CFR, Part 731).

7) Per 5 C.F.R. § 731.106(c)(1), an investigation should be initiated before the individual is appointed or otherwise becomes employed by or on behalf of the agency; however, when an agency does not timely initiate the investigation, it must do so as soon as possible, even if the appointment has already occurred.

8) All complete Federal background investigations will be adjudicated by FRTIB Personnel Vetting and OPM/DCSA Adjudicator Staff for a final Fitness/Trust Determination. Following adjudication, continued performance and any unescorted physical or logical access to FRTIB facilities, systems, or information are contingent upon a favorable fitness/trust determination issued by FRTIB. However, a favorable determination does not guarantee appointment or contract with an individual.. If a contractor employee receives an unfavorable trust determination, the Contractor must provide a replacement in accordance with the contract. FRTIB will notify the Contractor, who will promptly offboard the employee from the FRTIB contract.

9) Individuals in positions subject to investigation are also subject to Continuous Vetting (CV) through automated periodic background checks in accordance with OPM standards. The FRTIB Personnel Vetting Staff will enroll/disenroll contractor personnel into the FBI Rap Back and DCSA CV programs during onboarding and offboarding. Contractor shall notify employees of Rap Back and CV enrollment during onboarding. If CV reveals that a contractor employee no longer meets FRTIB's standards for a favorable trust determination, the Contractor must provide a replacement in accordance with the contract. The COR will notify the Contractor, who will promptly offboard the employee from the FRTIB contract.

10) In compliance with NIST and the Federal Information Processing Standards (FIPS) Publication: Personal Identity Verification (PIV) of Federal Employees and Contractors, the PIV card shall be collected and termination procedures completed within 18 hours of notification. The Contractor will notify FRTIB of any offboarding contractors within 18 hours and will return GFE (if possible) or attest that the credential has been destroyed.

11) Flow-down of requirements to subcontractors. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts to which the requirements of this clause apply, and shall require written subcontractor acknowledgement of the same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

**A. 32 Government Monitoring and Reporting of Deliverables and Milestones (Oct 2025)**

**Clause:**

(a) Definitions
(1)"Contract Deliverables" means any tangible or intangible outputs, products, studies, reports, data, software, or other items the Contractor is required to furnish under this contract.

(2)"Milestones" means specific events or dates by which certain Contract Deliverables must be completed or submitted, as set forth in the Statement of Work or Schedule.
(3)"Contracting Officer's Representative (COR)" means the individual designated by the Contracting Officer (CO) to oversee technical performance under this contract.
(b) Monitoring Rights
(1)The Government reserves the right to monitor and observe all phases of the Contractor's performance, including work at Contractor sites and subcontractor facilities, for compliance with the Statement of Work/Performance Work Statement.
(2)The COR and other Government personnel shall have access, at reasonable times, to the Contractor's records, documents, data, facilities, and personnel to verify progress and performance.
(3)The Government's monitoring activities do not relieve the Contractor of its obligations under this contract.
(c) Reporting Requirements
(1) Progress Reports. Unless otherwise specified in Section X (Deliverable Schedule), the Contractor shall submit written progress reports no less frequently than [monthly/quarterly] to the COR and CO. Each progress report shall include (edit as needed):
(i)Status of each Milestone and Deliverable (completed, in-progress, or delayed) with supporting documentation;
(ii)A narrative of technical activities performed;
(iii)Identification of issues, risks, or deviations from schedule;
(iv)Proposed or implemented corrective actions and revised timelines; and (v) Updated schedule showing actual and forecasted completion dates.

(2) Formal Milestone Deliverables. The Contractor shall submit each Milestone Deliverable in the format, quantity, and within the timeframe specified in Section X.
(d) Government Review and Acceptance
(1)Upon receipt of any report or Deliverable, the Government will review for compliance with contract requirements.
(2)The Government will notify the Contractor in writing of acceptance, conditional acceptance (with required corrective actions), or rejection (with reasons) within [15] working days.
(3)For any conditional or rejected Deliverable, the Contractor shall, at no additional cost, promptly correct deficiencies and resubmit within [10] working days unless otherwise directed by the CO.
(e) Records Retention
(1)The Contractor shall maintain complete and accurate records of all work performed, monitoring data, and reports submitted under this clause for a period of [three (3)] years after final payment or longer if required by agency regulations.

(2)The Government shall have the right to examine and copy these records upon request.
(f) Points of Contact
(1)Contracting Officer (CO): [Name, address, email, phone]
(2)Contracting Officer's Representative (COR): [Name, address, email, phone]
(g) Flow-Down

The Contractor shall include this clause, including this paragraph (g), in all subcontracts under this contract. This clause implements the Government's rights under FAR Part 46 (Quality Assurance) and FAR (52.212-4(p)) (Contract Terms and Conditions—Commercial Products and Commercial Services).

(End of clause)

**A 33. Government Furnished Property (Oct 2025)**

**Clause:**

(a)Definitions. As used in this clause—
"Government furnished property (GFP)" means government property that is provided to the contractor or contractor acquired property using government funds.
(b)For the purposes of this clause, "Contractor" shall include all Prime and Subcontractor organizations and their personnel.

(c)All Contractors using Government Furnished Property shall be subject to all terms in this contract and Federal laws.

(d)The Contractor shall work with the COR to obtain GFP to be used:

(1) to perform the services specified in the contract,
(2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract.

(e)The Contractor shall maintain adequate records and remain accountable for all GFP provided under the contract.

(f)Final payment under this contract will be withheld until accountability of all GFP has been completed.

(g)Flow-down of requirements to subcontractors

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

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

(End of clause)

**A 34. Administration of Government Furnished Property (Oct 2025)**

**Clause:**

If under this contract any Government Furnished Property is provided to the Contractor or the Contractor acquires any property to which title is vested in the Government, title to that property shall remain vested in the Government.

(End of clause)

**A.35 Confidential Information Received Using Government Furnished Property (Oct 2025)**

**Clause:**

All information received by the Contractor using Government Furnished Property and as a result of performance of this contract is confidential and is subject to the Privacy Act. The Contractor and Contractor personnel shall maintain this information in strict confidence and shall not disclose this information, or any information obtained as the result of its performance of this contract, to any person, entity, or Agency. The Contractor and Contractor personnel shall not disclose this information to any person, entity, or Agency, or otherwise make any improper use of this information during or after the performance period of this contract.

The Contractor and Contractor personnel shall maintain this information in strict confidence and shall make no changes to the information except as necessary in the performance of the contract. The Contractor and Contractor personnel and their successors are prohibited forever from using this information, directly or indirectly, for their personal or business gain, other than employees or bona-fide Contractors of the FRTIB, without the prior written approval of the Agency. This provision/clause, or a provision/clause with an identical effect, shall be placed in any subcontracts.

(End of clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A: Statement of Work
Attachment B: Price Schedule.
Attachment C- Vendor Questions & Government Responses

## SECTION E - SOLICITATION PROVISIONS

### E.1 Instructions to Quoter(s)

This solicitation is issued as a Request for Quotations (RFQ) for commercial services in accordance with the policies of FAR Part 12, Acquisition of Commercial Products and Commercial Services, and the simplified acquisition procedures authorized by FAR Part 13, including FAR Subpart 13.5, Simplified Procedures for Certain Commercial Items.

The Government intends to award a fixed-price labor-hour Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract for legal support services that meet the definition of a commercial service under FAR 2.101.

Each task order issued under this contract may require a different combination and number of labor categories, based on the specific requirements of the work to be performed. The Government will identify the required labor categories, estimated and/or not-to-exceed (NTE) labor hours, and performance period in each task order.

#### E.1.1 Submission of Offers:

**All quoters must complete and submit the following information in three (3) volumes:**

| Cover page that includes:<br>Contractor Information: UEI/CAGE/Entity code<br>Table of contents/Indexes/Appendices,<br>*Note: not included in page limit count. Resumes are also excluded from page count.* | | |
|---|---|---|
| **Volume** | **Title** | **Page Limit** |
| **I** | Technical Approach | 15 Pages |
| **II** | Past Performance | 6 Pages |
| **III** | Price Schedule | No Page Limit. |

Quotes shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and RFQ number in the header and/or footer and shall begin at the top of each page. A Table of Contents should be created using the Table of Contents feature in MS Word. Quotes shall be at a minimum single-space, 11-point font size in Times New Roman, no less than 1inch margins, which can be printed on 8 1/2 x 11-inch paper with a minimum one-inch margin around. Text and graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Office 2010 or Adobe Acrobat version 10, text in graphics shall not be smaller than 11-point font size, and text in tables shall not be smaller than 11-point font size. Data submitted in spreadsheet format shall be readable by MS Excel 2010. Contractors shall avoid brochures or non-relevant documentation, detailed artwork, or other superfluous embellishments. Incomplete quotations will not be further evaluated and will be deemed ineligible for award. Volumes shall conform to the number of pages cited for each Additional pages above the maximums identified in the sections below shall not be considered. USB sticks are not accepted. Any pages in excess of the page limitation will be disregarded and will not be included in the quotation evaluation. The cover letter, table of contents, list of exhibits, and resumes are excluded from page count limitations**.**

**E.1.2 Volume I-Technical Approach:**

Volume I is limited to **15 pages**, **single sided**, *additional pages will not be evaluated and not considered part of the Quoter's quote.*

Quoters shall submit **Volume 1: Technical Approach** in accordance with the following requirements:

**Content Requirements**

The Government has established a Statement of Work (SOW) in *Attachment A* that defines the required tasks, deliverables, and performance standards. Quoters shall develop and submit a Technical Approach,

that describes the methods, processes, and resources to be used to successfully perform the work and meet or exceed all SOW requirements.

The Technical Approach shall provide a comprehensive and detailed description of how the proposed solution will accomplish all required tasks, achieve the specified outcomes, and comply with the performance standards identified in the SOW. The Technical Approach must address all requirements outlined in the SOW.

**E.1.3 Volume II- Past Performance:**

The Offeror shall include the reference information requested in order for the FRTIB to conduct a Past Performance analysis. The Offeror shall submit a list of at least three (3) references for relevant contracts in which the Offeror performed work similar to the scope of this requirement.

1. References provided should be for work performed within the past three (3) years and at least one (1) example shall be for work performed within the last 12 months. It is the Offeror's responsibility to provide valid, current and verifiable references. References shall include the following:
   - Name of the organization
   - Name of the Point of Contact (POC)
   - POC telephone number
   - POC email
   - Contract number
   - Period of Performance
   - Dollar value of the contract

2. With each reference the Offeror shall provide a narrative describing in detail the services performed under the contract that are similar in scope to the tasks outlined in the SOW. Each narrative shall be no more than two (2) pages. The Past Performance volume shall not exceed six (6) pages.

**E.1.4 Volume III- Price:**

Offerors shall submit a comprehensive price quotation in accordance with the instructions in the RFQ. The quotation must include labor categories, labor rates, and labor hours necessary to meet the requirements for the period of performance specified in the Request for Quote(RFQ). The price quote shall include the following details:

1. Request-for-Proposal Number
2. Name and address of Contractor
3. Name and Point-of-Contact telephone number
4. Name of contract administration office
5. Date of submission
6. Amendment Acknowledgement
7. Name, title, and signature of authorized representative

The Contractor's Price Quote shall consist of two (2) sections:

**Section 1: Price Narrative** – This section shall include all narrative necessary to provide a thorough understanding of the price quote. Contractors are encouraged to provide discounts off the rates. The narrative shall be submitted in Adobe PDF or Microsoft Word format utilizing Microsoft Office 2010 or newer versions. If proposing Other Direct Costs, contractor shall include a detailed description.

**Section 2: Pricing Tables** – Complete Attachment B – Pricing and Discounts spreadsheet. Quoters shall complete the Government-provided Pricing Schedule (Attachment B) by inserting their discounted percentage, proposed labor rate, and total amount for each labor category. Proposed labor categories must be sufficient to perform all tasks identified in the Statement of Work (SOW).

Quoters shall ensure the pricing table accurately calculates the total proposed price. Submit in Microsoft Excel format (Office 2010 or later) as an unlocked workbook with traceable formulas and cell formatting.

- No macros, external links, or hard-coded numbers (any hard number must be referenced in the Price Narrative).
- PDF files or images are not acceptable.

**E.1.5 Notification to Unsuccessful Offerors:**

In accordance with FAR 13.106-3(d), the Government will provide notice of contract award. As a courtesy, unsuccessful Offerors will be notified after award. Notifications will be provided electronically via email using the contact information submitted with the Offeror's quotation.

**E.2 Evaluation Factors for Award.**

The Government intends to award a contract to the Quoter whose quote conforms to the solicitation requirements and represents the best value to the FRTIB, considering Technical Approach, Past Performance, and Price as set forth below.

The evaluation will be conducted in accordance with FAR Part 13, using a best-value tradeoff approach appropriate for simplified acquisitions. The Government will evaluate quotes to determine which Quoter provides the greatest confidence of successful performance at a fair and reasonable price.

Technical Approach and Past Performance are of equal importance and, when considered together, are more important than Price. As quotes become more equal in Technical Approach and Past Performance, Price may become a more significant factor in the award decision.

The Government's evaluation will be based on an integrated assessment of each quote, considering the extent to which the quote demonstrates a clear understanding of the requirements, a sound approach to performance, relevant past performance, and a reasonable price.

**Award without Exchanges:**

The Government anticipates making award without engaging in exchanges. Therefore, Quoters are encouraged to submit their best technical and price quote initially.

**Clarifications or Limited Exchanges:**

The Government reserves the right to engage in clarifications or limited exchanges, as described in.106-2(b), to address minor or clerical concerns, confirm understanding, or resolve potential inconsistencies. Such communications will not permit Quoters to revise or materially modify their quotes.

Quotes will be evaluated using the following factors:

- Factor 1 – Technical Approach
- Factor 2 – Past Performance
- Factor 3 – Price

Factor 1 (Technical Approach) and Factor 2 (Past Performance) are of equal importance and are more important than Factor 3 (Price).

**Factor 1 – Technical Approach**

The Government will evaluate each Quoter's Technical Approach to determine the extent to which the proposed solution demonstrates a clear understanding of, and an effective approach for performing, the requirements and performance standards outlined in the Statement of Work (SOW).

The Technical Approach shall address how the Quoter proposes to perform the SOW requirements. The following sub-elements will be evaluated as applicable to the Quoter's proposed solution and will be considered in the Government's overall technical evaluation.

1) **Overall Technical Approach**

The Government will evaluate the extent to which the Quoter demonstrates an understanding of the overall scope and structure of the SOW, including the integration and coordination of Tasks 1 through 3. The evaluation will focus on the Quoter's proposed methodology for managing, coordinating, and delivering legal support services across all task areas, including interaction with FRTIB stakeholders and oversight officials.

2) **Approach to Providing Privacy Office Legal Support (SOW Task 1 – Section 4.1)**

The Government will evaluate the Quoter's approach to providing qualified attorneys to support the Privacy Office in accordance with Section 4.1 (Task 1) of the SOW. The evaluation will assess the soundness, completeness, and effectiveness of the proposed methodology for performing required privacy-related legal services.

3) **Approach to Providing General Legal Advice (SOW Task 2 – Section 4.2)**

The Government will evaluate the Quoter's approach to providing qualified attorneys to support general legal advisory services in accordance with Section 4.2 (Task 2) of the SOW. The evaluation will assess the quality, clarity, and practicality of the proposed approach.

4) **Approach to Providing Litigation Support (SOW Task 3 – Section 4.3)**

The Government will evaluate the Quoter's approach to providing qualified attorneys to support litigation services in accordance with Section 4.3 (Task 3) of the SOW. The evaluation will focus on the effectiveness of the proposed litigation support methodology.

5) **Key Personnel and Staffing Approach**

The Government will evaluate the suitability of the Quoter's proposed key personnel and staffing approach, including qualifications, relevant experience, continuity, supervision, and clearly defined roles and responsibilities.

**Factor 2 – Past Performance**

The Government will evaluate the relevance and quality of the Quoter's past performance to assess the level of confidence that the Quoter will successfully perform the requirements of the SOW.

The Government may consider past performance information provided by the Quoter as well as information obtained from other sources, including, but not limited to, CPARS or other Government databases. The absence of relevant past performance history will not, by itself, result in a negative evaluation.

**Factor 3 - Price**

The Government will evaluate proposed prices for reasonableness in accordance with FAR Part 13.106-3. The evaluation may include comparison of proposed prices to other quotes received, the Government's estimate, and/or prices paid for similar services.

For evaluation purposes, the Government will consider the total price for the base and option periods. Evaluation of options does not obligate the Government to exercise any option.

# Attachment A: Statement of Work (SOW

## 1.0 Background

The Federal Retirement Investment Board (FRTIB) is an independent Federal government agency in the members of the uniformed services that offers its participants the same type of savings and tax benefits that many private corporations offer their employees under I.R.C.§401(k) plans. The TSP is the largest participant-directed defined contribution plan in the world. The mission of the FRTIB is to administer the TSP solely in the interest of the participants and beneficiaries.

FRTIB is a self-funded agency with independent budgetary authority that receives no annual appropriations from Congress. FRTIB procurements adhere to the FAR, unless doing so would be inconsistent with the Agency's fiduciary obligations under Federal Employees' Retirement System Act (FERSA). FRTIB has adopted the FAR as its primary contracting policy and procedures for procuring its goods and services. Executive Branch created by the Federal Employees' Retirement System Act of 1986 (FERSA). The Thrift Savings Plan (TSP) is a retirement savings and investment plan for Federal civilian employees and uniformed services, including the Ready Reserve.

**Certification Regarding Use of Artificial Intelligence (AI):**

By submission of a quotation/proposal, the Offeror certifies that the proposal has been prepared by personnel employed by or under contract with the Offeror and that any use of automated tools, including artificial intelligence (AI), has been limited to administrative or formatting support only.

The Offeror further certifies that AI systems were not used to generate substantive technical, management, or cost proposal content.

The Government reserves the right to reject any quotation/proposal that is determined to have been substantially generated by AI or to request clarification regarding proposal preparation methods.

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

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

**Summary of Need**

The Office of General Counsel (OGC) has identified a need to procure temporary legal support services to increase its capacity to advise the Executive Director, FRTIB Board Members, members of the ELC and Agency staff on legal matters affecting the Agency as defined in the Statement of Work. The Contractor shall provide expertise and legal advice on issues relating to the Agency's Privacy Program and in addition shall provide general legal support to OGC on an as needed basis. The legal support will primarily be for the Agency's Privacy Program (particularly in years 1 and 2) but may also involve general legal support to OGC's other practice areas which include Employee Benefits, Employee Relations, Ethics, Compliance, Federal Procurement, and FOIA.

FRTIB intends to award a five (5) year, single award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract that allows for Fixed-Price Labor- Hour task orders.

The FRTIB Office of General Counsel (OGC) provides advice and counsel to the Executive Director, FRTIB Board Members, members of the Executive Leadership Council (ELC), and Agency staff on legal matters affecting the Agency:

**Privacy Office**

The Privacy Office is housed within OGC and provides advice on a wide range of privacy-related laws, regulations, and guidance, including, but not limited to the Privacy Act, the Federal Information Security Management Act, as amended (FISMA); Section 208 of the E-Government Act; OMB Circulars and Memoranda; and guidance from the National Institute of Standards and Technology (NIST). The Privacy Office drafts and administers policies and procedures on privacy-related matters; reviews privacy impact assessments (PIAs) for FRTIB systems; reviews and revises Agency-wide system of records notices (SORN); and provides advice on other privacy-related matters as needed.

**General Legal Advice**

The General Counsel has overall responsibility for all legal matters affecting the Agency and provides advice and opinions on issues including compliance with FERSA, administrative law, ethics, equal employment opportunity (EEO), personnel matters, procurement, the Freedom of Information Act (FOIA), the Privacy Act, and other laws that could affect the FRTIB.

**Litigation Support**

OGC represents the Agency in a variety of litigation matters. These matters vary from employee relations, government contract, administrative law, to employee benefits litigation. These matters may be heard before the Equal Employment Opportunity Commission (EEOC), Merit Systems Protection Board (MSPB), the D.C. Office of Administrative Hearings, the Government Accountability Office (GAO), or other courts of competent jurisdiction.

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**2.0 Objectives/Scope**

To accomplish the objectives of this IDIQ contract, the Contractor shall provide a wide range of legal support encompassing automated services, litigation support, legal products and services, along with a

variety of current technologies that help attorneys or other professional staff members acquire, organize, analyze, and present evidence in conducting a lawsuit or investigation for OGC:

- Execution of all tasks in the sequence and manner prescribed in Section 4.0.
- Delivery of all required reports, documentation, and other tangible outputs in the formats specified.
- Compliance with all applicable federal, state, and local regulations, as well as agency policies and standards.
- Oversight and integration of subcontractor performance, including ensuring subcontractors meet all requirements of this SOW.
- Development, implementation, and maintenance of subcontractor Quality Control Plans (QCPs) that address performance monitoring, safeguarding of Government Furnished Information (GFI) and Government Furnished Property (GFP), and mitigation of performance issues.
- Cooperation with Government quality assurance activities, including the Government's right to review prime and subcontractor performance, deliverables, data, records, systems, and facilities relevant to contract execution, quality assurance, or the protection of GFI and GFP.

## 2.1 PRICE/COST SCHEDULE

### ITEM INFORMATION

| Item Number | Description of Supplies/Services | Quantity | Unit Price | Amount |
|---|---|---|---|---|
| **0001** | Program Manager<br>Contract Period: Base<br>POP Begin:12/1/ 2026<br>POP End: 11/30/2027 | 100 | $0.00000 | $0.00 |
| **0002** | Staff Attorney (Privacy)<br>Contract Period: Base<br>POP Begin:12/1/ 2026<br>POP End: 11/30/2027 | 1920 | $0.00000 | $0.00 |
| **0003** | Staff Attorney (General)<br>Contract Period: Base<br>POP Begin:12/1/ 2026<br>POP End: 11/30/2027 | 1000 | $0.00000 | $0.00 |
| **0004** | ODC/ material<br>Contract Period: Base<br>POP Begin:12/1/ 2026<br>POP End: 11/30/2027 | 0 | $0.00000 | $0.00 |
| **1001** | Program Manager<br>Contract Period: Option 1<br>POP Begin: 12/1/2027<br>POP End: 11/30/2028 | 100 | $0.00000 | $0.00 |
| **1002** | Staff Attorney (Privacy)<br>Contract Period: Option 1<br>POP Begin:12/1/ 2027<br>POP End: 11/30/2028 | 2000 | $0.00000 | $0.00 |
| **1003** | Staff Attorney (General)<br>Contract Period: Option 1 | 1200 | $0.00000 | $0.00 |

| | | | | |
|---|---|---|---|---|
| | POP Begin: 12/1/2027<br>POP End: 11/30/2028 | | | |
| **1004** | ODC/material<br>Contract Period: Option 1<br>POP Begin: 12/1/2027<br>POP End: 11/30/2028 | 0 | $0.00000 | $0.00 |
| **2001** | Program Manager<br>Contract Period: Option 2<br>POP Begin:12/1/2028<br>POP End: 11/30/2029 | 100 | $0.00000 | $0.00 |
| **2002** | Staff Attorney<br>Contract (Privacy)<br>Contract Period: Option 2<br>POP Begin: 12/1/2028<br>POP End: 11/30/2029 | 2000 | $0.00000 | $0.00 |
| **2003** | Staff Attorney (General)<br>Contract Period: Option 2<br>POP Begin: 12/1/2028<br>POP End: 11/30/2029 | 1200 | $0.00000 | $0.00 |
| **2004** | ODC/ Material<br>Contract Period: Option 2<br>POP Begin: 12/1/2028<br>POP End: 11/30/2029 | 0 | $0.00000 | $0.00 |
| **3001** | Program Manager<br>Contract Period: Option 3<br>POP Begin: 12/1/2029<br>POP End: 11/30/2030 | 100 | $0.00000 | $0.00 |
| **3002** | Staff Attorney (Privacy)<br>Contract Period: Option 3<br>POP Begin: 12/1/2029<br>POP End: 11/30/2030 | 2000 | $0.00000 | $0.00 |
| **3003** | Staff Attorney (General)<br>Contract Period: Option 3<br>POP Begin: 12/1/2029<br>POP End: 11/30/2030 | 1200 | $0.00000 | $0.00 |
| **3004** | OD/ Material<br>Contract Period: Option 3<br>POP Begin: 12/1/2029<br>POP End: 11/30/2030 | 0 | $0.00000 | $0.00 |
| **4001** | Program Manger<br>Contract Period: Option 4<br>POP Begin: 12/1/2030<br>POP End: 11/30/2031 | 100 | $0.00000 | $0.00 |
| **4002** | Staff Attorney (Privacy)<br>Contract Period: Option 4<br>POP Begin: 12/1/2030<br>POP End: 11/30/2031 | 2000 | $0.00000 | $0.00 |
| **4003** | Staff Attorney (General)<br>Contract Period: Option 4<br>POP Begin: 12/1/2030<br>POP End: 11/30/2031 | 1200 | $0.00000 | $0.00 |
| **4004** | OD/ Material | 0 | $0.00000 | $0.00 |

## Section 3.0 – Government Oversight of Deliverables and Milestones

### 3.1 Government Review Responsibilities

- The Government will review contractor deliverables in accordance with the timelines specified in the Deliverables Schedule.
- Reviews will be conducted to ensure compliance with contract requirements, technical accuracy, and alignment with program objectives.

### 3.2 Approval Authority

- The Contracting Officer (CO) retains sole authority to approve or reject deliverables.
- The COR will provide technical recommendations to the CO based on the results of Government reviews.

### 3.3 Milestone Oversight

- The Government will monitor contractor progress toward contract milestones through periodic status meetings, progress reports, and milestone verification reviews.
- The Government will document milestone completion in the official contract file.

### 3.4 Reporting and Documentation

- The Government will prepare and maintain records of all deliverable reviews, approvals, and milestone verifications.
- The COR will provide consolidated oversight reports to the CO on a monthly/quarterly basis, or as otherwise directed.
- Reports will include a summary of deliverables reviewed, approval status, milestone progress, and any corrective actions required.

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## 4.0 Statement of Work Description and Specifications

The Contractor shall provide expert legal support services on an as needed basis including:

### 4.1 Task 1 - Privacy Office

The Contractor shall provide qualified attorneys with expertise in the aforementioned privacy laws and guidance. The attorneys assigned to this contract shall have experience in advising agency personnel on privacy-related matters, and should have experience in reviewing PIAs, SORNs, and in drafting privacy-related policies and procedures. The Contractor attorneys shall provide expert legal consulting services on an as-needed basis including but not limited to the following tasks:

(a) Providing general consulting services to the Privacy Office on all privacy-related laws. No later than two (2) weeks after task order award, the Contractor shall meet with the Privacy Office staff and the COR to become familiar with the parameters of FRTIB's privacy program and about ongoing initiatives for which the Contractor shall work;

(b) Providing advice and expertise regarding the Privacy Act, including reviewing and revising Privacy Act statements as necessary;

(c) Assisting the Privacy Office to draft relevant privacy policies and procedures;

(d) Working with the Privacy office and the FRTIB's Information Assurance Division (IAD) within the Office of Technology Services (OTS) to develop and apply privacy controls for FRTIB systems, pursuant to NIST SP 800-53, Appendix J;

(e) Working with the Privacy Office and IAD, where necessary, to review privacy threshold analyses (PTA) and PIAs for FRTIB systems and provide comments/edits regarding the legal sufficiency of those documents;

(f) Assisting the Privacy Office to review and revise Agency-wide system of records notices (SORNs), Privacy Act regulations, and other relevant regulatory materials, as necessary;

(g) Assisting the Privacy Office to develop training materials for Agency employees and contractor personnel on relevant privacy laws;

(h) Performing legal research and drafting legal opinions on privacy-related laws, regulations, and guidance, including various statutes, regulations, OMB Memoranda, and NIST guidance, as requested;

(i) Working with the Privacy Office to create a dedicated privacy resources page for FRTIB employees;

(j) Assisting the Privacy Office to revise web-based policies, and to review third-party websites and applications to ensure compliance with applicable privacy requirements;

(k) Attending in-person meetings with Agency personnel, and attend Privacy Council meetings (comprised of inter-governmental agency officials) and provide applicable notes and relevant materials to the Privacy Office when requested;

(l) Updating the Privacy Office about changes to relevant privacy laws and guidance, as well and relevant news articles; and

(m) Assisting with the tracking of remediation of audit findings, where applicable.

**4.2 Task 2 - General Legal Advice**

The Contractor shall provide legal services that may include the following:
(a) Performing relevant legal research and preparing formal memoranda regarding said research, as requested;

(b) Developing options and written recommendations as to how the Agency or OGC should respond to legal issues; and

(c) Providing advice and expertise to OGC personnel regarding administrative, employment, privacy, intellectual property, employee benefits, and procurement law.

**4. 3 Task 3 - Litigation Support**

The Contractor shall provide legal services that may include the following:
(a) Performing relevant legal research as requested;

(b) Developing options and written recommendations as to how OGC should proceed with respect to complaints and claims raised in litigation;

(c) Preparing and reviewing relevant documents and pleadings;

(d) Assisting OGC with negotiations;

(e) Providing advice and expertise regarding local trial practice;

(f) Conducting or assisting OGC in conducting discovery, including assistance in deposing witnesses, defending depositions (including witnesses from the Agency, opposing parties, or other third parties), reviewing and analyzing document production and other written discovery, and responding to requests for written discovery;

(g) Preparing and filing or assisting OGC in preparing and filing court documents;

(h) Preparing and presenting or assisting OGC in preparing and presenting testimony at trial, including preparation, examination, and cross-examination of witnesses;

(i) Recommending and retaining outside expert witnesses as subcontractors;

(j) Attending, with or without FRTIB representatives, all court proceedings, conferences, pre-trial hearings, trial, and post-trial conferences and matters;

(k) Handling or assisting OGC with handling any subsequent appeals; and

(l) Providing related services as instructed by OGC personnel.

**4.4 Performance Standards**

The COR shall evaluate the Contractor's performance under this IDIQ contract in accordance with the Performance Matrix Summary provided in the table below.

The Agency reserves the right to seek agreement to change the performance measures and/or performance targets throughout the IDIQ contract performance period. FRTIB will provide the Contractor with 30 days' notice of any proposed changes to the stated performance measures or

targets via an official modification to the IDIQ contract issued by the Contracting Officer. The same expectation and latitude is afforded the contractors, to propose revisions to the performance standards. Revisions must be agreed to bilaterally before they become effective.

The Contractor will be evaluated periodically on the following criteria:

1. Quality of Work Performed
2. Timeliness of Work

| **Required Services** | **Performance Standard** | **Accepted Quality Level** | **Monitoring Method** |
|---|---|---|---|
| Provide advice and counsel and assist the Chief Privacy Officer in ensuring the FRTIB's compliance with the Privacy Act and all related laws, regulations, and applicable guidance. | Contractor Performance demonstrates that Contractor's advice is sound, well-reasoned, well-researched and anticipates obstacles that may arise in the future. Contractor written work product is well-written, thorough, exceptionally clear and effective and in accordance with all applicable laws, regulations, guidance, and internal Agency policies. | No deviation from the Performance Standard.<br><br>All work product is provided by the deadlines agreed to between the COR and Contractor. | Feedback from OGC staff and management, on an ongoing basis. |
| Provide advice and counsel and assist OGC in responding to requests for legal review in the areas of federal ethics, federal procurement, compliance, FOIA, or employee relations. | Contractor performance demonstrates that Contractor's advice is sound, well-reasoned, well-researched, and anticipates obstacles that may arise in the future. Contractor written work product is well-written, thorough, exceptionally clear and effective and in accordance with all applicable laws, regulations, guidance, and internal Agency policies. | No deviation from the Performance Standard.<br><br>All work product is provided by the deadlines agreed to between the COR and Contractor. | Feedback from OGC staff and management, on an ongoing basis. |
| Provide advice and counsel and assist OGC attorneys in representing FRTIB's interests in matters | Contractor performance demonstrates that Contractor's advice is sound, well-reasoned, well- | No deviation from the Performance Standard.<br><br>All work product is provided by the | Feedback from OGC staff and management, on an ongoing basis. |

| | | | |
|---|---|---|---|
| involving intellectual property and responses to internal and external audit requests. | researched, and anticipates obstacles that may arise in the future. Contractor written work product is well-written, thorough, exceptionally clear and effective and in accordance with all applicable laws, regulations, guidance, and internal Agency policies. | deadlines agreed to between the COR and Contractor. | |
| Provide advice and counsel and assist OGC in responding to requests for legal review in the area of employee benefits. | Contractor performance demonstrates that Contractor's advice is sound, well-reasoned, well-researched, and anticipates obstacles that may arise in the future. Contractor written work product is well-written, thorough, exceptionally clear and effective and in accordance with all applicable laws, regulations, guidance, and internal Agency policies. | No deviation from the Performance Standard.<br><br>All work product is provided by the deadlines agreed to between the COR and Contractor. | Feedback from OGC staff and management, on an ongoing basis. |

**4.5 Key Personnel**

The offeror shall provide and supervise the skilled personnel required for the effective and efficient performance of this contract. The following descriptions represent the minimum requirements:

• **Program Manager:**
- Description: Primary interface with Agency in managing the project.
- The proposed staffer must have a minimum of five years of experience, in project management or providing project management legal support to federal agencies. Excellent oral and written communication skills are required.

• **Staff Attorney (Privacy):**
- Description: Provides advice and counsel on matters pertaining to the Privacy Act, E-Government Act of 2002, the Federal Information Security Management Act, and all related amendments, statutes and
- regulations. Provides advice and counsel on guidance issued by authorities in the field of federal privacy,
- such as OMB, NIST, and DHS.

- The Contractor must have graduated from an accredited U.S. law school and be barred in any state, or the District of Columbia. The Contractor must have a minimum of 1-year experience with the Privacy Act, the EGovernment Act of 2002, the Federal Information Security Management Act, and all related amendments, statutes, and regulations. The Contractor must also demonstrate experience with guidance issued by authorities in the field of federal privacy, such as OMB, NIST, and DHS. General experience includes excellent interpersonal, communication and client counseling skills.

• **Staff Attorney (General Law):**
- Description: Provides advice and counsel in the areas of federal ethics, federal procurement, employee
- benefits, federal sector employee relations, and/or FOIA.
- The Contractor must have graduated from an accredited U.S. law school and be barred in any state, or the District of Columbia. The Contractor must have a minimum of 2 years' experience in the practice areas identified in the SOW.

**4.6 Ordering**

The Agency may order legal services that are related to legal matters, areas, or issues identified in this Statement of Work. Task order RFPs will include specific task order requirements as well as response instructions and evaluation criteria.

The Contractor shall have the opportunity to submit a technical response and pricing for each task order request. Task orders may be issued on either a labor-hour or firm-fixed-price basis, as specified in the task order request. The Contractor shall submit responses within five (5) calendar days of receipt of a task order request unless otherwise stated.

Labor-hour pricing shall not exceed the negotiated rates established under the IDIQ contract for the applicable contract year. Hourly rates shall be fully burdened and include all costs necessary to perform the work, including indirect costs, fees, taxes, and profit.

Travel, if required, shall be proposed separately on a not-to-exceed basis for each task order and shall be reimbursed in accordance with the Federal Travel Regulation (FTR). Contractor personnel shall not bill for time spent traveling.

Required Minimum will be issued through the first task order and will include at least one labor-hour,. Maximum ordering will be the total cumulative hours in the price schedule, per performance period.

**5.0 Additional Contract Requirements**

**5.1 Non-Disclosure and Conflicts of Interest**

The Agency will ensure that all individuals assigned to performance service on this contract sign Non-Disclosure Agreements, and applicable Ethic Agreements prior to beginning work on the contract.

**5.2 Agency Property Accounting**

FRTIB intends to provide GFE and GFI to the contractor awarded the IDIQ contract. The GFE provided includes laptops, desk, phone, building badges, and Personal Identification Verification (PIV) cards. The GFI is accessible through Agency IT systems. Contractor employees to receive GFE and GFI must receive favorable adjudication of a background check, read and sign a FRTIB Rules of Behavior (RoB) (Attachment 003), and complete necessary cyber awareness training andif applicable records management training and privacy training. Contractors upon receiving GFE must track all the equipment received by the Contractor's employees to ensure all inventory is returned upon an employee's departure or upon conclusion of the BPA. The GFE tracking requirement is applicable to any subcontractor or teaming partners of the Contractor.

## 5.3 Data Rights

### 5.3.1 Ownership of Work Products and Data

All documents, analyses, memoranda, research materials, case files, reports, litigation support materials, discovery databases, summaries, and any other work products created, generated, compiled, or processed under this Statement of Work ("Legal Support Data and Material") are the exclusive property of the Government. The Contractor shall have no ownership or independent rights in Legal Support Data. The Government retains unrestricted ownership, use, and delivery rights in all materials and or data created in support of the scope of work under this IDIQ and any subsequent delivery/task orders.

### 5.3.2 Government Rights

The Government shall possess unlimited rights to use, reproduce, modify, store, distribute, release, or disclose any Legal Support Data and Materials for any Government purpose, including litigation, regulatory, administrative, or internal agency use. These rights survive contract completion or termination.

### 5.3.3 Contractor Rights and Restrictions

The Contractor shall not:

- use Legal Support Data and Materials for any purpose outside contract performance,
- disclose Legal Support Data and Material to any third party without written Government approval,
- retain Legal Support Data and Materials after contract completion unless authorized by law or written approval.
- contractor may maintain necessary records solely to meet legal or regulatory retention obligations.

### 5.3.4. Handling of Privileged, Sensitive, and Protected Information

The Contractor shall protect all Legal Support Data and Materials consistent with:

- attorney–client privilege,
- work-product doctrine,
- confidentiality rules,
- Controlled Unclassified Information (CUI) requirements, and
- privacy and records-management laws.

- Any actual or suspected unauthorized disclosure must be reported to the Government immediately.

**5.3.5. Return and Destruction of Data**

Upon contract completion or at the Government's direction, the Contractor shall:

1. Return all Legal Support Data and Materials in a mutually agreed format.

2. Destroy all Government data and Materials held on Contractor systems unless otherwise directed.

3. Provide written certification of data and materials returned and destroyed.

6. Subcontractor Compliance: The Contractor shall ensure that all subcontractors and personnel performing legal support services comply fully with the data rights, confidentiality, and data protection obligations contained in this SOW.

## 5.4 Packaging and Marketing

Not Applicable

## 5.5 Inspections and Acceptance

The Contracting Officer Representative (COR) will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of any deliverable, the Contractor will be notified in writing by the COR of the specific reasons the deliverable was rejected. If no comments from the COR are provided within 10 business days of receipt, the deliverable will be deemed to have been accepted by the Agency. Documents rejected by the FRTIB must be resubmitted with changes within 10 business days and the FRTIB will have another 10 business-day review period. If after the third submission the deliverable is unacceptable to FRTIB, the Program Manager, COR, and Contracting Officer will meet to discuss corrective actions.

## 5.6 Government Furnished equipment (GFE)/ Government Furnished Information (GFI)

FRTIB intends to provide GFE and GFI to the contractor awarded the IDIQ contract. The GFE provided includes: laptops, desk, phone, building badges, and Personal Identification Verification (PIV) cards. The GFI is accessible through Agency IT systems. Contractor employees to receive GFE and GFI must receive favorable adjudication of a background check, read and sign a FRTIB Rules of Behavior (RoB) (Attachment 003), and complete necessary cyber awareness training and if applicable records management training and privacy training. Contractors upon receiving GFE must track all the equipment received by the Contractor's employees to ensure all inventory is returned upon an employee's departure or upon conclusion of the BPA. The GFE tracking requirement is applicable to any subcontractor or teaming partners of the Contractor.

## 5.7 Contract Administration Data

**5.7.1 Contracting Officer (CO)**

Responsibility for contracting activities rests solely with the Agency's CO. No conversation, recommendations, or direction, whether given directly by, or implied by Agency personnel, that will affect the scope, schedule, or price of the program, shall be acted upon by the Contractor unless

specifically approved by the Agency CO. In the event that the Contractor implements changes to the contract at the direction of any person other than the CO, the Contractor will not receive reimbursement for the work performed pursuant to those unauthorized changes. Contractual interpretation and assistance may be obtained by contacting the CO.

**5.7.2 Contracting Officer Contact Information**
Name: Ron Rheinhardt
Email Address: Ronald.Rheinhardt@frtib.gov

**5.8 Contracting Officer Representative (COR)**

The CO shall designate a COR, who is responsible for administering the performance of work under this contract by:
(1) Monitoring the Offeror's progress
(2) Assessing performance
(3) Recommending to the CO changes in requirements
(4) Interpreting the scope of work
(5) Performing inspections and acceptances of data items required by this order, and
(6) Assisting the Offeror in the resolution of technical problems encountered during the performance of the contract.

**5.8.1 Contracting Officer Representative Contact Information**
Name: Marquita Foster
Phone: 202-617-5803
Email: Marquita.Foster@FRTIB.GOV

**5.9 Oracle Supplier Request Form**

All contractors who have not previously provided the "Oracle Supplier Request Form" (Attachment 004) to the FRTIB must fill in the highlighted items on the form and submit it to the Contracting Officer within 3 business days after Contract Award.

**5.10 Section 508 Accessibility Standards**

The Contractor shall ensure full compliance with the Revised Section 508 Standards for all Information and Communication Technology (ICT) developed, procured, maintained, or used under this contract. These standards incorporate the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA criteria and apply to both web and non-web electronic content.

**1. Applicability of Standards**
All electronic content, including Microsoft Office documents, PDFs, web pages, presentations, and multimedia, must conform to WCAG 2.0 Level A and AA. Software, applications, and digital tools must meet functional performance criteria ensuring full usability by individuals with disabilities.

**2. Accessible Content Requirements**
Provide alternative text for all non-text elements. Ensure headings, lists, tables, and reading order follow accessibility best practices. Maintain sufficient color contrast and ensure content is keyboard navigable. Provide captions, transcripts, and audio descriptions for multimedia, as applicable.

**3. Testing and Verification**
The Contractor shall test all deliverables using harmonized test methods aligned with WCAG 2.0 Level AA. Any deliverable failing compliance must be remediated at no additional cost. The Contractor shall provide Accessibility Conformance Reports (ACR/VPAT) upon request.

**4. Exceptions and Alternate Means**
Any request for exception (e.g., undue burden) must be submitted in writing and approved by the Government. When exceptions are granted, the Contractor must provide an alternate means of access ensuring equivalent use for individuals with disabilities.

**5. Ongoing Requirements**
The Contractor must stay current with evolving accessibility regulations and ensure updates are reflected in deliverables Accessibility must be integrated throughout the development lifecycle, not added post-production.

## 6.0 Contract Performance Location

These services are to be performed at the Contractors facilities as well as at the offices of the FRTIB, located at 77 K Street, NE, Suite 1000, Washington, DC 20002. Telework must be approved by the COR.

## 7.0 Deliverables for Task Order

Deliverables will be defined for each Task Order. All deliverables must be submitted in a format approved by the Contracting Officer's Representative (COR), to the COR and the CO.

## 8.0 Monthly Progress Report

Electronic copies of Monthly Progress Reports are due by the fifth of each month and shall outline the prior month's activity for all months in which there was activity. The Contractor shall provide the COR and the CO with an itemized listing of overall contract and task status. The progress report must cover all work performed and completed during the month for which the progress report is provided. Additionally, the report shall include:

(a) Status of the work in progress, noting all significant milestones with projected or actual completion dates, and a brief narrative regarding the status of each activity.
(b) Summary of the work to be performed during the subsequent month.

(c) Identification of any problems encountered or still outstanding, with an explanation of the cause and an overview of the planned resolution or a statement of how the problem will be resolved.
(d) Listing of funds expended (i.e., invoiced), and funds remaining and cost performance (actual versus planned) details, by month, and cumulatively on a per task basis.
(e) Staffing status updates, if changes occur or are anticipated.

## 9.0 Security Requirements and Standards

**N/A**

## 10.0 Information Technology

### 10.1 Agency Specific IT Requirements

FRTIB IT (OTS) will install necessary vendor applications, and all update pushes required to run software.

### 10.2 Contractor Specific IT Requirements

In general, contractors shall be proficient in using the Microsoft Office suite of tools (MS Outlook, MS Word, MS Excel, MS PowerPoint, and MS Teams).

Pursuant to Office of Management and Budget (OMB) guidance M-23-13, Tik Tok is restricted from being used on any Government Devices.

## 11.0 Subcontractor Quality Assurance and Government Oversight

### 11.1 Quality Assurance Requirements

The Prime Contractor shall be responsible for ensuring that all subcontractors engaged under this contract comply with the requirements of the Statement of Work (SOW). Oversight encompasses subcontractor quality control, government quality assurance, and the safeguarding of Government Furnished Information (GFI) and Government Furnished Property (GFP).

### 11.2 Government Oversight and Monitoring

The Government reserves the right to review, inspect, and monitor the performance and compliance of both the Prime Contractor and subcontractors. This may include requiring access to subcontractor data, records, systems, transactional data, and facilities that are relevant to contract execution, quality assurance, or the protection of GFI and GFP. The Government's monitoring activities do not relieve the Prime Contractor of its responsibility for subcontractor performance.

### 11.3 Subcontractor Quality Control Plan (QCP)

The Prime Contractor shall ensure that each subcontractor develops and maintains a Quality Control Plan (QCP) that is subject to Government review and acceptance. At a minimum, the subcontractor QCP shall include:

- Processes and procedures for monitoring subcontractor performance against contract requirements.
- Methods for safeguarding and accounting for GFI and GFP.
- Procedures for identifying, documenting, and mitigating performance issues.
- Reporting mechanisms to the Prime Contractor and Government on quality control activities and results.
- Corrective action procedures to address deficiencies and prevent recurrence.

### 11.4 Prime Contractor Responsibility

The Prime Contractor shall integrate subcontractor QCPs into its overall Quality Control framework and shall be accountable for ensuring subcontractor compliance. The Prime Contractor shall provide the

Government with consolidated quality assurance reports that include subcontractor performance data and corrective actions taken.

**Enclosure 1 Deliverables Schedule**

| Deliverable | Due Date/Occurrence | Format/ Distribution |
|---|---|---|
| Kick-Off Meeting | Within 2 Weeks of Contract Award | One-time occurrence in person or via teleconference |
| Agency meetings | As needed | In- person or via teleconference |
| Monthly Progress Report | On the 5th of each month | Email |