AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

S. HRG. 113–194, VOL. II

THE CONSUMER FINANCIAL PROTECTION BUREAU'S SEMIANNUAL REPORT TO CONGRESS

HEARING

BEFORE THE

COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS UNITED STATES SENATE

ONE HUNDRED THIRTEENTH CONGRESS

FIRST SESSION

VOLUME II

ON

THE CONSUMER FINANCIAL PROTECTION BUREAU'S SEMIANNUAL REPORT TO CONGRESS

NOVEMBER 12, 2013

Printed for the use of the Committee on Banking, Housing, and Urban Affairs



S. HRG. 113–194, VOL. II

THE CONSUMER FINANCIAL PROTECTION BUREAU'S SEMIANNUAL REPORT TO CONGRESS

HEARING

BEFORE THE

COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS UNITED STATES SENATE

ONE HUNDRED THIRTEENTH CONGRESS

FIRST SESSION

VOLUME II

ON

THE CONSUMER FINANCIAL PROTECTION BUREAU'S SEMIANNUAL REPORT TO CONGRESS

NOVEMBER 12, 2013

Printed for the use of the Committee on Banking, Housing, and Urban Affairs



Available at: http://www.fdsys.gov/

U.S. GOVERNMENT PRINTING OFFICE

90–879 PDF WASHINGTON : 2014

For sale by the Superintendent of Documents, U.S. Government Printing Office
Internet: bookstore.gpo.gov Phone: toll free (866) 512–1800; DC area (202) 512–1800
Fax: (202) 512–2104 Mail: Stop IDCC, Washington, DC 20402–0001

COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS

TIM JOHNSON, South Dakota, *Chairman*

JACK REED, Rhode Island
CHARLES E. SCHUMER, New York
ROBERT MENENDEZ, New Jersey
SHERROD BROWN, Ohio
JON TESTER, Montana
MARK R. WARNER, Virginia
JEFF MERKLEY, Oregon
KAY HAGAN, North Carolina
JOE MANCHIN III, West Virginia
ELIZABETH WARREN, Massachusetts
HEIDI HEITKAMP, North Dakota

MIKE CRAPO, Idaho
RICHARD C. SHELBY, Alabama
BOB CORKER, Tennessee
DAVID VITTER, Louisiana
MIKE JOHANNS, Nebraska
PATRICK J. TOOMEY, Pennsylvania
MARK KIRK, Illinois
JERRY MORAN, Kansas
TOM COBURN, Oklahoma
DEAN HELLER, Nevada

CHARLES YI, *Staff Director*
GREGG RICHARD, *Republican Staff Director*

LAURA SWANSON, *Deputy Staff Director*
JEANETTE QUICK, *Counsel*
ADAM HEALY, *Professional Staff Member*
PHIL RUDD, *Legislative Assistant*

GREG DEAN, *Republican Chief Counsel*
JARED SAWYER, *Republican Counsel*

DAWN RATLIFF, *Chief Clerk*
KELLY WISMER, *Hearing Clerk*
SHELVIN SIMMONS, *IT Director*
JIM CROWELL, *Editor*

the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.

11.3.3.3 The service provider must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

11.3.3.4 The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by this contract as deemed necessary.

11.3.3.5 The service provider shall, at their own expense, take action to mitigate any harmful effect that is known to the service provider of a use or disclosure of CFPB information by the Contractor in violation of the requirements of this clause.

11.4 OBLIGATIONS OF THE CFPB

11.4.1 The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The service provider will be notified of any substantive changes to information security requirements that have a significant impact on the Service Provider's information security obligations under this Contract.

11.4.2 The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

12.0 ORGANIZATIONAL CONFLICT OF INTEREST.

Contractor and subcontractor personnel performing work under the contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create an Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5, relating to this contract or future solicitations The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contracting Officer may also identify an actual or potential OCI and notify the Contractor to submit a plan for mitigation. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting

Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

13.0 PHYSICAL SECURITY.

The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

14.0 OTHER DIRECT COSTS.

If applicable, other direct costs could include shipping, irregular printing, and other unique costs and may be paid for by the Government. This category includes excess shipping and printing costs and other unique costs associated with Funds Distribution (Task #3). These costs must be required by the Task Order.

15.0 DATA RIGHTS.

The following FAR clauses are included within this contract and provided in full at Section I, subsection H and subsection I:

52.227-17 Rights in Data – Special Works (Dec. 2007)
52.227-16 Additional Data Requirements (June 1987)

Consistent with FAR clause 52.227-17, the Government has unlimited rights to all documents/material/data delivered and/or produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents, materials, and data may be used by the Contractor only as specified under this contract. They may not be released to others, sold, copyrighted, or otherwise utilized by the contractor without express prior written permission from the Contracting Officer.

16.0 PRIVACY.

16.1 FEDERAL ACQUISTION REGULATION (FAR) CLAUSES PERTAINING TO PRIVACY, SUBPART 24.1 – PROTECTION OF INDIVIDUAL PRIVACY AND SUBPART 39 – ACQUISITION OF INFORMATION TECHNOLOGY

A. The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

16.1.1 FAR 52.224-2 PRIVACY ACT (APR 1984)

A. The Contractor agrees to:
(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
(i) The systems of records; and
(ii) The design, development, or operation work that the contractor is to perform;
(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

C. Definitions:
1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

16.1.2 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS.

i. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed

or developed by the Contractor under this contract or otherwise provided by the Government.

ii. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

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

16.2 GENERAL REQUIREMENTS

A. All IT products and services provided by the contractor shall comply with all CFPB privacy directives, policies, and requirements unless the contractor obtains a written waiver from CFPB privacy staff.

B. All IT products and services provided by the contractor must comply with federal laws and standards addressing information privacy, including:
   1) The Privacy Act of 1974, 5 U.S.C. 552a as amended (as outlined above);
   2) Office of Management and Budget Circular A-130, Management of Federal Information Resources, including Appendices; and
   3) E-Government Act of 2002, Title II, Section 208 – Privacy Provisions, and related OMB guidance.

C. All IT products and services provided by the contractor shall address privacy requirements throughout their design, development, implementation, maintenance and operation, and termination as provided in CFPB system development guidance. This includes completing or providing necessary information for the CFPB to complete privacy impact assessments (PIAs), and other privacy artifacts as required.

D. The contractor shall provide a point of contact (name, telephone number, e-mail address) with whom privacy staff may communicate throughout the duration of the contract about privacy issues.

17.0 BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII).

In accordance with the CFPB's voluntary adoption of OMB Memorandum M-07-16, breach of PII is defined to include "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access to personally identifiable information, whether physical or electronic." "Personally identifiable information (PII)", as defined by the Office of Management and Budget, refers to "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

In the event either Party becomes aware of a breach of PII that Party shall notify the other immediately by phone and email, and shall collaborate with the other while voluntarily complying with applicable breach notification policies and procedures, including Office of Management and Budget Memoranda 06-19 (OMB M-06-19) and 07-16 (OMB M-07-16).

18.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

18.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to Government agencies and their suppliers.

18.2 The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov . Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

18.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for the waiver form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

18.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov .

18.5 Overpayments.

18.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT,* if the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the Government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

18.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

19.0 PAYMENT SCHEDULE. The payment schedule(s) shall be set forth within individual Task Orders.

20.0 SUBSTITUTION OF KEY PERSONNEL

The contractor shall submit a written request to the COR at least 10 business days prior to a substitution of key personnel assigned to each task order. The contractor shall include the circumstances necessitating the proposed replacement of the key personnel and shall provide the name and resume of the proposed replacement. Replacements shall possess equal or greater qualifications than those they are replacing and shall be approved by the COR. The Contracting Officer will decide any disagreements regarding the substitution of any key personnel.

21.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL.

21.1 GENERAL. The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this contract is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.

21.2 PROPOSED SUBSTITUTIONS OF KEY PERSONNEL. The Contractor shall only use the Key Personnel (or a subset of the Key Personnel) set forth in its proposal for performance under this contract. The Contractor shall not allow Key Personnel substitutions during the contract performance period except in accordance with this clause. For purposes of this contract, Key Personnel are defined as the Contractor employees who will perform significant technical work. In the event that one or more of the key personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to advance approval by the Contracting Officer. All proposed substitutions of Key Personnel must be submitted, in writing, at least fifteen working days in advance of the proposed action to the Contracting Officer. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal, or superior, to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

21.3 REPLACING NON-KEY PERSONNEL. In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a Task Order, the replacement person(nel) shall meet or exceed the relevant qualifications of the originally assigned non-key person(nel).

21.4 POTENTIAL THREATS. The Contractor shall not employ persons for work on this contract if such employees are considered by the Contracting Officer to be a potential threat to the health, safety, security, general well-being or operational mission of the Bureau and/or its population. Any such person determined by the Government to be a potential threat may be immediately removed from performance under this contract by the Contracting Officer and

shall be replaced by the Contractor at no additional cost to the Government.

22.0 SUBCONTRACTOR APPROVAL. The CFPB reserves the right to approve any subcontractor(s) proposed for performance under this contract or any Task Order issued hereunder. Any subcontractor not approved by the CFPB may not be utilized in the performance of any Task Order under this contract.

23.0 TASK ORDER PROCEDURES

23.1 All work to be performed under this contract will commence with the issuance of Task Orders as requirements within scope (see Section Two) arise. Task Orders will be issued competitively whenever feasible.

23.2 The Task Order issuance process will commence with the submission of a "Request for Task Order Proposal (RTOP)" submitted to the Contractor(s) by the Contracting Officer. The request will specifically identify:

- all CFPB requirements for the project;
- the location of the work as appropriate;
- the period of performance and any deliverable deadlines, including a detailed project schedule if one exists;
- the applicable evaluation criteria for award; and
- the Task Order proposal submission deadlines.

Upon submission of a proposal(s) for the requirement, the CFPB will evaluate the proposal(s) to ensure all CFPB requirements have been met. Task Orders will be issued on a best-value basis, considering price and non-price factors, with non-price factors being considered more important than price, unless expressly stated otherwise in the proposal request. (If expressly stated, a Task Order may be issued on a lowest-priced technically acceptable basis when such basis provides the best value to the Government.)

23.3 If the CFPB conducts Task Order competitions, competing IDIQ contract holders will be asked to identify any unique qualifications the firm may have to perform the work, and, for labor-hour based Task Orders, propose reductions (if any) to the labor rates set forth in their respective contract. In some instances, the CFPB may require expedited responses from contract holders so as to obtain services that are imminently needed.

23.4 The CFPB will award to one or more competing contract holders based on a best-value determination, considering each Offeror's unique qualifications to perform the work, quality of prior work previously performed under the contract if applicable, and proposed pricing. After making a best value determination, the CFPB will notify the competing IDIQ holders of the Task Order award decision. The CFPB may request revised proposals if the

Contracting Officer deems it appropriate. Task Orders may be issued on a labor-hour basis, firm-fixed-price basis, or a hybrid of both, and will be in writing, issued by the Contracting Officer.

23.4.1 Generally, Task Orders will be issued using a Statement of Requirements that describes the CFPB's requirement(s), but may be issued using a performance-based Statement of Objectives (SOO) that describes the CFPB's desired outcome(s).

23.4.2 The Contractor, in response, shall offer:

- A technical solution for satisfying the requirement(s) or outcome(s);
- If expressly required to be provided by the Request for Task Order Proposal (RTOP), proposed performance measurement(s) or other metric(s) to determine achievement of the objective;
- Delivery date(s) that complies with any stated deliverable deadlines; and
- Pricing in accordance with the Labor Rates established in this contract.

All submitted quotes will be evaluated and discussions may be held, as needed, prior to issuance of an Order. Generally, Task Orders will be issued within seven (7) workdays from receipt of one or more acceptable offers.

23.4.3 If required, any proposed performance measurements shall be in direct support of the objectives. The resulting Task Order will specify any incentives and disincentives for meeting, exceeding or failing to achieve the objectives to which the parties have agreed.

23.4.4 If the Task Order is to be issued on a labor-hour basis, the quoted total evaluated price shall be supported by the estimated hours corresponding to work proposed, labor category, estimated travel costs if applicable, estimated other direct costs, if any, and the proposed delivery schedule. Rates used in Task Order estimates shall be in accordance with the pricing established in the contract. Any performance measures deemed acceptable by the CFPB and included in any Task Order will be the basis for acceptance of the Contractor's work by the Government.

23.4.5 All deliverables (products) will be identified within Task Orders, which may be issued on a Labor-Hour basis, Firm Fixed-Price basis, or a hybrid of both.

Special Contract Requirements

24.0 CONFLICTS OF INTEREST.

24.1 The CFPB has not waived any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR). Further, any Contractor awarded a contract under this

solicitation agrees that its relationship with the CFPB will be governed by the FAR and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any different or additional conflict of interest policies and procedures that may be issued by the CFPB.

24.2 Prior to work being performed under any new Task Order, the Contractor shall prepare a detailed written disclosure of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include at a minimum the Contractor's and any proposed or actual subcontractor's or consultant's past (up to five years) and current relationship to the firm that is the subject of the Task Order, or to any related entities of the firm. If not prohibited by the firm, the Contractor shall also disclose the nature of any matters that the Contractor works on for the firm. The Contractor shall provide a detailed written mitigation plan explaining any and all steps that will be taken to avoid or mitigate such conflicts.

24.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with the FAR or CFPB conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to:

- refusal to waive a conflict;
- termination of this contract for default;
- debarment of the Contractor from federal contracting;
- referral to the appropriate state licensing authorities; and/or
- in appropriate cases, civil or criminal actions.

- It is solely within the discretion of the CFPB to determine whether a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another Contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow CFPB policies and procedures and to cooperate fully in the orderly transfer of such matters.

- In addition to complying with the FAR and any other applicable restrictions, each Contractor, including any subcontractor(s) and employee(s) that work on any task order issued under this contract, shall agree to the following two restrictions:

24.3.1 Each Contractor, including any subcontractors and employees that work on a task

order issued under this contract, agree to refrain from advising or providing services to any firm or any related entities that is the subject of a task order that the Contractor is working on, and agrees to refrain from advising or providing services to any firm that is the subject of a task order that the Contractor has worked on for a period of one year beginning from the time the Contractor completed the task order, unless a waiver is granted. For example, if a Contractor worked on a task order processing the 2011 mortgage loan data of Bank XYZ, the Contractor may not work on any matter for Bank XYZ or any related entities for one year beginning from the day the Contractor completed the task order, unless a waiver is granted. Requests for waivers under this restriction shall be directed in writing to the Contracting Officer and must include a full description of the requested waiver, including the reason for the waiver request, and must demonstrate adequate conflict mitigation measures. Waiver requests will be evaluated on a case by case basis and waivers may be granted in writing by the Contracting Officer if it is determined to be reasonable and not contrary to the CFPB interests.

24.3.2 Each Contractor, including any subcontractors and employees that work on a task order issued under this contract, agree to forever abstain from advising or providing services to any parties other than the United States in any matter that is related to a task order that the Contractor is working on or has worked on, other than as expressly permitted in that Contractor's Conflict of Interest Mitigation Plan, which will be incorporated into the ensuing contract(s). For example, if a Contractor worked on a task order processing the 2011 mortgage loan data of Bank XYZ in the context of a fair lending examination, the Contractor agrees to never work for Bank XYZ on any fair lending matter that involve 2011 mortgage loan data. No waivers will be granted under this restriction.

25.0 COOPERATION WITH OTHER ORGANIZATIONS. The Contractor agrees to cooperate with representatives of other Contractors, Federal Reserve Banks, Federal agencies, Governmental entities, and other organizations, as may be required by the CFPB.

26.0 INFORMATION TECHNOLOGY VIRUS SECURITY

26.1 The Contractor hereby agrees to make every reasonable effort to deliver information technology products to the CFPB free of known computer viruses. The Contractor shall be responsible for examining all such products prior to their delivery to the CFPB using software tools and processes capable of detecting all known viruses.

26.2 The Contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

[Product description, part/catalog number, other identifier, and serial number, if any]

"This product has been scanned for known viruses using *[name of virus-screening product, including version number, if any]* and is certified to be free of known viruses at the time of delivery."

26.3 The Contracting Officer may assess monetary damages against the Contractor sufficient to compensate the CFPB for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the Contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

26.4 This clause shall not subrogate the rights of the Government under any other term or condition of this contract.

27.0 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(a) For the purposes of this clause --

"Contract records" means information created or maintained by the Contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the Contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments; formal and informal correspondence; calendars; notes; reports; memoranda; spreadsheets; tables; telephone logs; forms; surveys; books; papers; photographs; drawings; machine-readable materials; and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (*e.g.*, drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the Contractor's premises or at off-site locations.

"Electronically stored information (ESI)" means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the Contractor, subcontractor(s), or employees of the Contractor or subcontractor(s) regardless of the physical location of the device or media (*e.g.*, offsite servers or data storage).

"ESI devices and media" include, but shall not be limited to:

(1) Computers (mainframe, desktop, and laptop);
(2) Network servers, including shared and personal drives;
(3) Individual e-mail accounts of the Contractor's and any subcontractors' principals, officers, and employees including all folders contained in each email account such as "Inbox," "Outbox," "Drafts," "Sent," "Trash," "Archive," and any

other folders;
(4) Personal data assistants (PDAs);
(5) External data storage devices including portable devices (*e.g.*, flash drive); and
(6) Data storage media (magnetic; optical; microfilm; etc.).

"Tangible materials" means contract records that exist in a physical (*i.e.*, non-electronic) state.

(b) If during the period of performance of this contract, the CFPB becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the Contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the Contractor shall immediately take the following actions:

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI;

(2) Preserve tangible materials and ESI. The Contractor shall preserve ESI in its "native" form to preserve metadata (*e.g.*, the creation- and modification history of a document, etc.);

(3) Identify all individuals who possess, or may possess, tangible materials and ESI related to this matter, including Contractor employees, subcontractors, and subcontractor employees. The Contractor shall provide the names of all such individuals to the CFPB official indicated in the notice;

(4) Document in writing the Contractor's efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts;

(5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide to the Contracting Officer (or other CFPB official designated by the Contracting Officer) with any of the information described in this clause. The Contractor shall immediately confirm receipt of such request. The Contractor shall describe in detail any records that the Contractor knows, or believes, to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c) (1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost, price, or time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(i) Contract price.
(ii) Delivery schedule.
(iii) Other affected terms.

(2) The Contractor shall assert its right to an adjustment under this clause within thirty days from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause. However, nothing in this clause shall excuse the Contractor from providing the records requested by the Contracting Officer.

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

28.0 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Government employees, nor a business concern or other organization owned or substantially owned, or controlled, by one or more Government employees. For the purposes of this contract, this prohibition against the use of Government employees includes any work performed by the Contractor or any of its employees, subcontractors, and/or consultants.

29.0 SECURITY AND CONFIDENTIALITY.

29.1 The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information acquired by the contractor pursuant to the performance of the contract shall not be disclosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

29.2 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

29.2.1 All Contractor personnel or any representative of the Contractor entering any Government facility or Government-leased facility shall abide by all security regulations, and be subject to security checks.

At a minimum, personnel security clearance is required for all contractor personnel (includes subcontractor personnel) who are:

a) Working on-site; or

b) Accessing Bureau systems; or

c) Accessing Bureau data; or

d) Representing the Bureau in an official capacity.

29.2.2 All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria must be United States citizens and be able to pass a Government background investigation, if required, by the CFPB.

29.2.3 During the performance of this contract, access to the CFPB facilities for Contractor representatives shall be granted as deemed necessary by the Government. All Contractor representatives whose duties under the contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge/nameplate, which shall be furnished by the Government.

29.2.4 In addition, corporate identification badges shall be worn on outer garments at all times (it is the sole responsibility of the Contractor to provide this corporate identification). All on-site Contractor personnel shall abide by security regulations applicable to that site.

29.2.5 The COR may direct that certain personnel that may be exposed to "*Sensitive but Unclassified (SBU)*" data meet additional security requirements. SBU data includes, but is not limited to, information protected from disclosure by the Privacy Act (5USC552a). The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

29.2.5.1. All applicable personnel shall be United States citizens.

29.2.5.2 All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint

based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

- Completed fingerprint cards
- Non-disclosure Contract
- Fair Credit Reporting Act Release
- Standard Form (SF) 85-P, "*Questionnaire for Public Trust Positions*"

29.2.5.3. Personnel performing work in positions deemed to be high-risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

- Completed fingerprint cards
- Non-disclosure Contract
- Fair Credit Reporting Act Release
- SF 85-P, "*Questionnaire for Public Trust Positions*"

29.2.6 Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.

29.2.7 Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine whether a Contractor employee assigned to a task shall continue with the task. The Contractor agrees to remove any person assigned within one business day of official notification by the Government to do such, and the Contractor shall provide a suitable replacement within five business days. New hires and/or substitutions of personnel are subject to the same investigation requirements.

29.2.8 All information provided by the Government shall be returned to the Government at the conclusion of this contract. The Contractor may be required by the CFPB to sign a Non-Disclosure Agreement regarding all deliverables and other pertinent information relative to this requirement. Classified information will NOT be made available to the Contractor.

29.2.9 The Contractor shall provide personnel associated with this contract with all

security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law, which shall include those requirements of the Federal Acquisition Regulation (FAR).

29.2.10 The contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

29.3 "PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL" LANGUAGE IN SUBCONTRACTS. The Contractor shall insert the following language in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system:

FAR 52.204-9, *PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL* (JAN 2011)

(a) The Contractor shall comply with agency personal identity verifieation procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.
(2) Upon completion of the Contractor employee's employment.
(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

30.0 TRANSPARENCY.

30.1 The CFPB is dedicated to transparency and plans on making contracts available to the public after award. The Contractor shall submit, within ten business days from the date the contract and each Task Order are awarded (exclusive of Saturdays, Sundays, and federal holidays), a ".pdf file" (or similar) of the fully executed contract and/or Task Order (with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information), for the purpose of public disclosure.

30.2 The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret, or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed documents may be properly withheld.

(End of Clause)

CONTRACT CLAUSES

31.0 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

32.0 ADDENDUM TO 52.212-4

1. PAYMENT SCHEDULE.

A payment schedule will be specified in the individual task orders. Please note that because task orders will be issued as: 1) Firm-fixed price, 2) Fixed unit price with a not-to-exceed amount specified per task order, or 3) Combination of firm-fixed price and fixed unit price with an associated not-to-exceed amount for fixed unit price portions of the task order, invoicing and payment will be tied to deliverables, as set forth in the payment schedule of each task order, not labor hours performed or costs incurred.

2. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form (Attachment 8) and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov.

3. OVERPAYMENTS.

a. In accordance with FAR 52.212-4, section (i)5, overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

b. The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

(End of Clause)

33.0 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
_**X**_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_X_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
_X_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (11) [Reserved]
___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
_X_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
_X_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
_X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
_X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
_X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
_X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
___ (ii) Alternate I (Mar 2012) of 52.225-3.
___ (iii) Alternate II (Mar 2012) of 52.225-3.
___ (iv) Alternate III (Nov 2012) of 52.225-3.
___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

$650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

34.0 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [07/09/2013] through [07/08/2018].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

35.0 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $1,000,000.00;

(2) Any order for a combination of items in excess of $2,400,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

36.0 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

[07/08/2018].

(End of Clause)

37.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of the contract by written notice to the Contractor at any time within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

38.0 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data -- General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data -- General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data -- General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

39.0 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

(a) *Definitions.* As used in this clause--
"Data" means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
(b) *Allocation of Rights.*

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of Clause)

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT 1:

NON-DISCLOSURE AGREEMENT

Bureau-Administered Redress and Civil Penalty Fund 3rd Party Administrator
IDIQ # CFP-13-D-00005
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Freelance Writing and Editing Services under the subject Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on Freelance Writing and Editing Services under the subject BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5

U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name (Print) Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____

Consumer Financial Protection Bureau Date

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

18 January 2013

Excella Consulting, Inc.
2300 Wilson Blvd., Ste. 630
Arlington, VA 22201-5408

Subject: GSA FSS GS-35F-0115R, Blanket Purchase Agreement Number TPDCFPBPA130005, Call 0001

Dear [redacted]:

Congratulations! Enclosed is BPA Call 0001 issued under the multiple-award BPA for Web Development, Design and Programming Support Services for the Consumer Financial Protection Bureau (CFPB).

Any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the BPA number in the subject line of the e-mail.

If you have any questions concerning the award, please contact Ms. Carey Gropp, 304-480-8559.

Sincerely,

[redacted]

JACOB OBERLIN
Contracting Officer

Enclosures

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (If any)
01/18/2013	TPDCFPBPA130005

3. ORDER NO.	4. REQUISITION/REFERENCE NO.
0001	CFP-90300-13-0021

5. ISSUING OFFICE (Address correspondence to)
Bureau of Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: C. Gropp
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE
CFPB
b. STREET ADDRESS
CFPB
Attn: Ms. Nellisha Ramdass
1700 G Street NW
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20552-0003
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
EXCELLA CONSULTING INC.
b. COMPANY NAME
c. STREET ADDRESS
2300 WILSON BLVD STE 630
d. CITY: ARLINGTON | e. STATE: VA | f. ZIP CODE: 22201-5408

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on this terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
See Schedule

10. REQUISITIONING OFFICE
CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		01/20/2014	NET 30 PROMPT PAY

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-35F-0115R The purpose of this labor-hour (LH) Blanket Purchase Agreement (BPA) Call is for Web Development, Design and Programming Support Services for the Consumer Financial Protection Bureau (CFPB) in accordance with Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			[redacted]

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

17(i) GRAND TOTAL [redacted]

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature) [redacted]

23. NAME (Typed)
JACOB C. OBERLIN
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2013)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
01/18/2013	TPDCFPBPA130005	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	the attached BPA Call Performance Work Statement (PWS). All terms, conditions and clauses of the multiple-award BPA and GS-35F-0115R apply to this BPA Call. Vendor POC: [redacted] Telephone: [redacted] E-mail: [redacted] Government POC/COR: Ms. Nellisha Ramdass Telephone: 202-435-7782 E-mail: nellisha.ramdass@cfpb.gov Government Alternate POC/COR: Mr. John Braun Telephone: 202-435-9507 E-mail: john.braun@cfpb.gov Payment Terms: Payments are to be made monthly in arrears. Any questions related to this BPA Call will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the BPA contract number in the subject line. Accounting Info: CFP5577DEXXXXXX-2013-18320001-310201-CFP9030 000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXX XXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX X-XXXXXXXXX Period of Performance: [redacted] to [redacted]					
0001	WEB DEVELOPMENT, DESIGN & PROGRAMMING SUPPORT SERVICES Contractor may exceed the estimated hours by labor category as detailed below; however, shall not exceed the total maximum dollar amount. Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$1,059,687.20	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
01/18/2013	TPDCFPBPA130005	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Labor Category/Rate/Estimated Hours: [redacted] The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

SUPPLEMENTAL TERMS, CONDITIONS & CLAUSES

All supplemental terms, conditions and clauses of the multiple-award BPAs shall apply.

CONSUMER FINANCIAL PROTECTION BUREAU

BPA CALL 0001 PERFORMANCE WORK STATEMENT

WEB DEVELOPMENT, DESIGN AND PROGRAMMING SUPPORT SERVICES

1.0 PURPOSE

The purpose of this Call is to obtain contractor support services to provide web development support.

2.0 SCOPE

The contractor shall provide support to the CFPB Technology and Innovation Team including but not limited to, the following services:

- Provide software development, systems administration, software quality, and systems documentation support to the CFPB's digital assets, including the bureau's public-facing web site, consumerfinance.gov, as well as internal software tools.
- Meet with the Application Development Team and content contributors to develop and discuss strategies and plans for CFPB's web products, to analyze web content needs, and to propose ways the CFPB's web products can address those needs.
- Create web applications and web services using various web programming languages including Python, Django, WordPress, PHP.
- Assist with the management and development of CFPB's website including modifying the WordPress core and plugins, and developing custom WordPress plugins.
- Help launch, maintain, monitor, and market CFPB's public data Application Programming Interface (API)
- Perform administration to Red Hat-based and CentOS-based systems and Apache-based web servers to include troubleshooting, and monitoring and proactive problem fixing and documentation.
- Assist in both the architectural and visual modernization and maintenance of the CFPB's website at consumerfinance.gov.
- Assist in the maintenance and improvement of knowledge base content.
- Engage with various CFPB personnel to understand requirements in order to develop better software for the Bureau and identify new ways in which the development team can easily solve CFPB issues.
- Collaborate with CFPB on the design, development, and data teams to build valuable tools that benefit the CFPB's day-to-day operations and broader missions.
- Provide training on a variety of systems development methodologies and tools to include Agile and Waterfall along with insight into new technologies and solutions that could help the Technology Team and the Bureau at large.
- Assist in the development of Use Cases, Requirements Definition Documents, User and Administration Manuals, Detailed Design Specifications, and Training Manuals and Plans.

3.0 PERIOD OF PERFORMANCE

The period of performance for this Call is one (1) 12-month base period.

4.0 PLACE OF PERFORMANCE

The work will be onsite - Services under this BPA Call shall be performed at 1700 G Street, NW, Washington, DC, or other nearby Government designated location in the Washington DC Metro area.

5.0 DELIVERABLES

The following deliverables are required under this Call and shall be submitted to the Contracting Officer's Representative (COR) in an electronic format using any Microsoft Office Suite of products or through an online application.

5.1 Weekly Status Reports – The contractor shall electronically submit a Weekly Status Report to the COR each Friday by 1700 (5:00pm ET). The Weekly Status Report shall contain the below required information for the week ending on the submission Friday. The Weekly Status Report shall contain, at a minimum, the following information:

- Work accomplishments;
- Hours worked;
- Issues and resolutions;
- Planned activities for the following week; and
- Any issues/risks that may impact the quality or planned milestones.

5.2 Monthly Status Reports – The contractor shall electronically submit a Monthly Status Report on the last Friday of each month by 1700 (5:00pm ET) that summarizes the activities performed and deliverables submitted during that reporting period. Additionally, the Monthly Status Report shall contain a financial overview of the Call including invoiced and remaining amounts to date.

5.3 Project Documentation and Deliverables – The contractor shall submit, as required, deliverables and documentation to support work performed including training manuals, use cases, requirements documents, test cases during the performance of this Call.

5.4 Quality Control Plan (QCP) – The contractor shall establish a complete QCP. The QCP shall be maintained by the contractor to ensure the requirements of each Call are met as specified in the applicable Quality Assurance Surveillance Plan (QASP).

5.5 Quality Assurance Surveillance Plan (QASP)

Task	Performance Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Method of Surveillance	Incentive/Disincentive
Submit Weekly Status Reports per Paragraph 5.1.	Accurate and complete weekly status reports to the COR each Friday by 1700 (5:00pm ET).	No more than 3 weekly status reports per year will fail to meet the agreed upon delivery date. No more than 3 weekly status reports per year will be returned for rework due to inaccuracies or incompleteness.	100% Inspection	**Incentive:** If Contractor performs task in accordance with performance standard/AQL, favorable comments will be documented on Contractor's Past Performance **Disincentive:** If Contractor does not perform task in accordance with performance standard/AQL, unfavorable comments will be documented on Contractor's past performance.
Submit Monthly Status Reports per Paragraph 5.2.	Accurate and complete monthly status reports to the COR on the last Friday of each month by 1700 (5:00pm ET).	No more than 1 monthly status report will fail to meet the agreed upon delivery date. No more than 1 monthly status report will be returned for rework due to inaccuracies or incompleteness.	100% Inspection	**Incentive:** If Contractor performs task in accordance with performance standard/AQL, favorable comments will be documented on Contractor's Past Performance. **Disincentive:** If Contractor does not perform task in accordance with performance standard/AQL, unfavorable comments will be documented on Contractor's past performance.

6.0 KEY PERSONNEL

Contractor key personnel are as follows:

[redacted]

BPA CALL 0001 PWS ATTACHMENTS
Contractor Key Personnel Resumes

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

24 September 2012

Experian Information Solutions, Inc.
1410 K Street NW, Suite 501
Washington, DC 20005

Subject: Contract Number TPD-CFP-12-C-0016

Dear [redacted]:

Congratulations! Enclosed is the contract award for Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB).

Please review the enclosed contract award and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF1449, you acknowledge and accept the terms and conditions of this contract. After signing the document, please provide a copy of the signed form via email to carey.gropp@bpd.treas.gov.

Please note that a Subcontracting Waiver has been granted and therefore FAR 52.219-9 Alt II and FAR 52.219.16 have been removed from the Supplemental Terms, Conditions and Clauses.

After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the order number in the subject line of the e-mail.

The following are authorized to place orders against subject contract: Any warranted Contracting Officer (CO) for the Bureau of the Public Debt (BPD), Division of Procurement, may place orders against this contract. The contract holder shall not provide any products or services without receiving an awarded order signed by the CO.

Ms. Xiaoling Ang has been designated Contracting Officer's Representative (COR) for this contract. Ms. Yuh Wen Ling has been designated Alternate COR for this contract. A copy of our letters so designating Ms. Ang and Ms. Ling are enclosed for your information. They contain information on their duties and the scope of their authority in this capacity of which you should be aware. Ms. Ang may be reached at 202-435-7686 or via e-mail at xiaoling.ang@cfpb.gov. Ms. Ling may be reached at 202-435-9251 or via e-mail at yuhwen.ling@cfpb.gov.

If you have any questions concerning the award, please contact Ms. Carey Gropp, 304-480-8559.

Lisa R. Stanley

Contracting Officer

Enclosures

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

1. REQUISITION NUMBER	PAGE	OF
	1	18

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
TPD-CFP-12-C-0016	09/24/2012		BPD-CFP-12-CI-0004	07/03/2012

7. FOR SOLICITATION INFORMATION CALL	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ALAN DOTSON		ET

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
Bureau of Public Debt Division of Procurement Avery 5F 200 Third Street Attn: C. Gropp Parkersburg WV 26101	BPD-CGROPP	☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 561450 SIZE STANDARD: $7.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	N/30 PROMPT PAY	☐		☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFPB Attn: Ms. Xiaoling Ang 1700 G Street NW Washington DC 20552-0003	CFPB	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036 TELEPHONE NO.	008642530		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this firm-fixed-price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) award is to provide a Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Statement of Work (SOW). The Contractor shall provide services only as authorized by task order, and in accordance with the IDIQ contract. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
See schedule	$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		LISA R. STANLEY	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Vendor POC: [redacted] - Director, Experian Government Services Telephone: [redacted] E-mail: [redacted] Government POC/COR: Ms. Xiaoling Ang Telephone: 202-435-7686 E-mail: xiaoling.ang@cfpb.gov Government Alternate POC/COR: Ms. Yuh Wen Ling Telephone: 202-435-9251 E-mail: yuhwen.ling@cfpb.gov Terms, Conditions and Clauses are attached hereto and hereby incorporated. Invoice Terms: Invoices are to be submitted monthly on a task order basis. Invoices will be paid monthly in arrears on a task order basis. Any questions related to this contract after award will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the contract number and, if applicable, the task order number in the subject line. Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAIL NG ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MA L OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0016	3	18

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The overall minimum for this contract is: $1,622,800.00 The minimum is guaranteed The overall maximum for this contract is: $8,426,650.00 The minimum amount for an order against this contract is: $6,000.00 The maximum amount for an order against this contract is: $8,426,650.00 Period of Performance: 09/24/2012 to 09/23/2017				
0001	Base Period - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A| Max. Quantity: N/A Min. Amt: $1,622,800.00| Max. Amount: $5,287,050.00 Minimum Guaranteed: Y Period of Performance: 09/24/2012 to 09/23/2013				5,287,050.00
0002	Option Period 1 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A| Max. Quantity: N/A Min. Amt: $0.00| Max. Amount: $784,900.00 Minimum Guaranteed: N Amount: $784,900.00(Option Line Item) Period of Performance: 09/24/2013 to 09/23/2014				0.00
0003	Option Period 2 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A| Max. Quantity: N/A Min. Amt: $0.00| Max. Amount: $784,900.00 Minimum Guaranteed: N Amount: $784,900.00(Option Line Item) Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0016	4	18

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/24/2014 to 09/23/2015				
0004	Option Period 3 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A| Max. Quantity: N/A Min. Amt: $0.00| Max. Amount: $784,900.00 Minimum Guaranteed: N Amount: $784,900.00(Option Line Item) Period of Performance: 09/24/2015 to 09/23/2016				0.00
0005	Option Period 4 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A| Max. Quantity: N/A Min. Amt: $0.00| Max. Amount: $784,900.00 Minimum Guaranteed: N Amount: $784,900.00(Option Line Item) Period of Performance: 09/24/2016 to 09/23/2017 The total amount of award: $8,426,650.00. The obligation for this award is shown in box 26.				0.00

TERMS, CONDITIONS AND CLAUSES

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

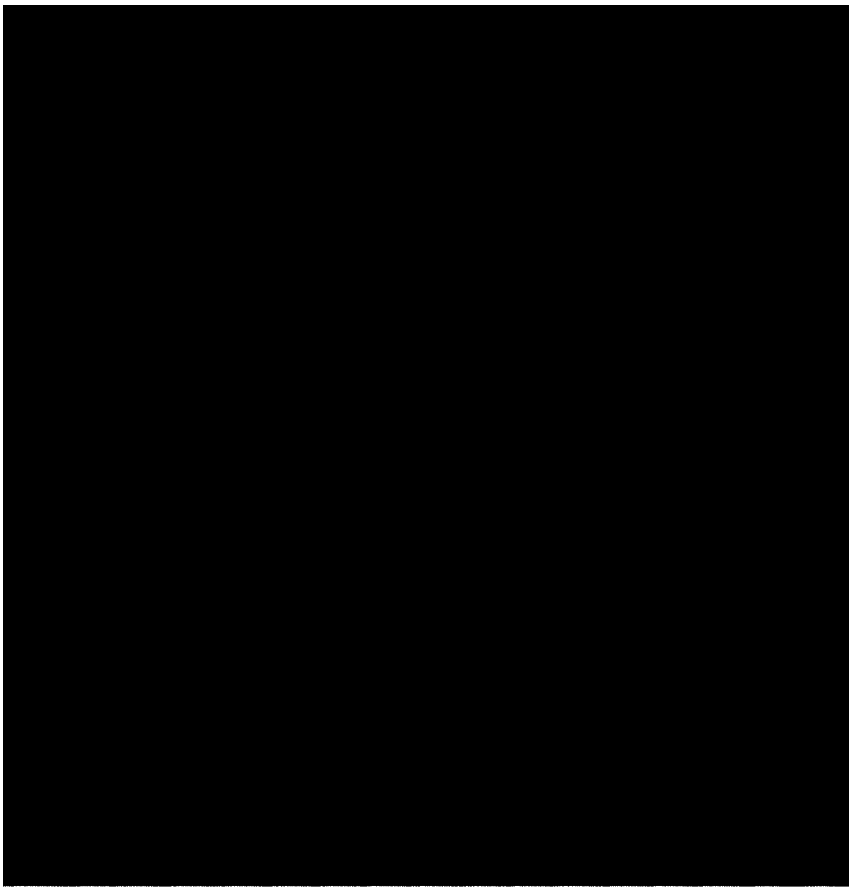
All software which is designed to run on Windows Vista or XP desktops must function without modification to the Federal Desktop Core Configuration (FDCC) security configurations developed by the National Institute of Standards and Technology (NIST), the Department of Defense (DoD) and the Department of Homeland Security (DHS). Software and hardware products that are designed to operate in environments other than the FDCC desktop must have a standard configuration guide published on the NIST website, or the vendor must supply a recommended configuration guide for all configurable security settings.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

PRODUCT PROVISIONS





52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52. 232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or IPP Production Help desk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see IPP Waiver Attachment). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

Under this contract, the following documents are required to be submitted as an attachment to the invoice:

None applicable.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

The Contractor shall ensure the contract number and task/delivery order number is clearly visible on all shipping/service documents, containers, and invoices.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR and the Alternate COR are identified in the SF 1449, block 20.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the IDIQ contract date of award through a date to be identified at time of award.

(b) All delivery orders and task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $6000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $8,426,650.00;

(2) Any order for a combination of items in excess of $8,426,650.00; or

(3) A series of orders from the same ordering office within 15 business days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called

for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the 12-month base period and four (4) 12-month option periods.

52.217-8 OPTION TO EXTEND SERVICE (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 calendar days before the contract expiration date.

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 the final 30 calendar days of each contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

CONTRACT TERM

The period of performance is a 12-month base period and four (4) 12-month option periods.

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is $1,622,800.00.
(b) The maximum amount of the contract is $8,426,650.00.

PAST PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the

issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

__ (ii) Alternate I (NOV 2011).

__ (iii) Alternate II (NOV 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f).
_X_ (23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2)).
__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
_X_ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
_X_ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_X_ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
_X_ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).
_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
_X_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O.13496).
__ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
__ (ii) Alternate I (DEC 2007) of 52.223-16.
_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
__ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
__ (ii) Alternate I (MAR 2012) of 52.225-3.
__ (iii) Alternate II (MAR 2012) of 52.225-3.
__ (iv) Alternate III (MAR 2012) of 52.225-3.
__ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
__ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
__ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
__ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (51)(i) 52.247-64, Preference for Privately Owned
__ (ii) Alternate I (Apr 2003) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

((i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

DOCUMENT/EXHIBIT/ ATTACHMENT TITLE
Attachment 1 - IDIQ Price Schedule
IPP Waiver Form

DEPARTMENT OF THE TREASURY
CONSUMER FINANCIAL PROTECTION BUREAU

INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ) STATEMENT OF WORK

CONSUMER CREDIT INFORMATION PANEL

1.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) established the Consumer Financial Protection Bureau (CFPB).

The central mission of the CFPB is to make markets for consumer financial products and services work for Americans – whether they are applying for a mortgage, choosing among credit cards, or using any number of other consumer financial products.

The CFPB is working to give consumers the information they need to understand the terms of their agreements with financial companies. CFPB is working to make regulations and guidance as clear and streamlined as possible so providers of consumer financial products and services can follow the rules on their own.

Congress established the CFPB to protect consumers by carrying out Federal consumer financial laws. Among other things, CFPB:

- Conducts rule-making, supervision, and enforcement for Federal consumer financial protection laws;
- Restricts unfair, deceptive, or abusive acts or practices;
- Takes consumer complaints;
- Promotes financial education;
- Researches consumer behavior;
- Monitors financial markets for new risks to consumers; and
- Enforces laws that outlaw discrimination and other unfair treatment in consumer finance.

2.0 OBJECTIVE

The CFPB seeks to acquire and maintain a nationally representative panel of credit information on consumers for use in a wide range of policy research projects.

The panel shall be a random sample of consumer credit files obtained from a national database of credit files. The Contractor shall provide an initial panel of consumers with historical information on a quarterly basis. The Contractor shall provide an initial panel that goes back 10 years. Going forward, the Contractor shall provide updated consumer credit files for the consumers in the database on a quarterly basis.

3.0 SCOPE

3.1 Panel Description: The Contractor shall provide a nationally representative panel of consumers with consumer reporting information. The panel may be stratified at the regional or state level, as determined by the CFPB in consultation with the Contractor. If the sample is stratified, the Contractor shall provide the CFPB with information about the size of various populations within the Contractor's database such that the CFPB may construct weights to make the sample nationally representative. The sample may be created either by sampling at the consumer level or the household level, as determined by the CFPB in consultation with the Contractor. If the sample is constructed at the household level, the Contractor shall provide the CFPB with information about the size of various populations within the Contractor's database such that the CFPB may construct weights to make the sample representative at the individual level. The Contractor shall have the capability of including joint borrowers, co-signers, and authorized users as part of the panel. The panel shall include 5 million consumers, and joint borrowers, co-signers, and authorized users. The initial panel shall contain 10 years of historical data on a quarterly basis. The initial sample shall be drawn from current records and historical data appended for that sample as well as additional samples during the intervening years to make the combined sample representative at each point in time.

3.2 Panel Updates

- The Contractor shall provide quarterly updates. The Contractor shall have capability of providing account information, such as account balances, for the intervening months.
- The Contractor shall be able to maintain representativeness of the panel over time, with respect to the Contractor's primary credit history database, such as through sampling new credit files and appending those samples to the panel. The Contractor shall develop, in consultation with the CFPB a methodology for periodically testing the representativeness on the panel.

3.3 Data Characteristics

- The panel shall contain the contents of the select consumers' credit files except for data elements such as name, address, full account number, that need to be masked to preserve confidentiality. The Contractor shall provide ZIP+4, or other geographic location information such as Census block identifier, and age or year of birth, when available.
- For each consumer in the panel, the Contractor shall provide credit scores as requested by the CFPB.
- The Contractor shall provide a persistent consumer identifier making it possible to follow consumers over time in the panel. The Contractor shall provide a persistent trade line identifier making it possible to follow trade lines over time in the panel.
- The Contractor does not need to identify the furnisher/creditor of particular trade lines, unless an approach to providing this information that is acceptable to the Contractor and the CFPB can be found. The Contractor shall, however, provide a means to identify which trade lines come from the same furnisher/creditor, across consumer files.
- The contractor shall provide non-credit demographic information about the consumers in the panel.

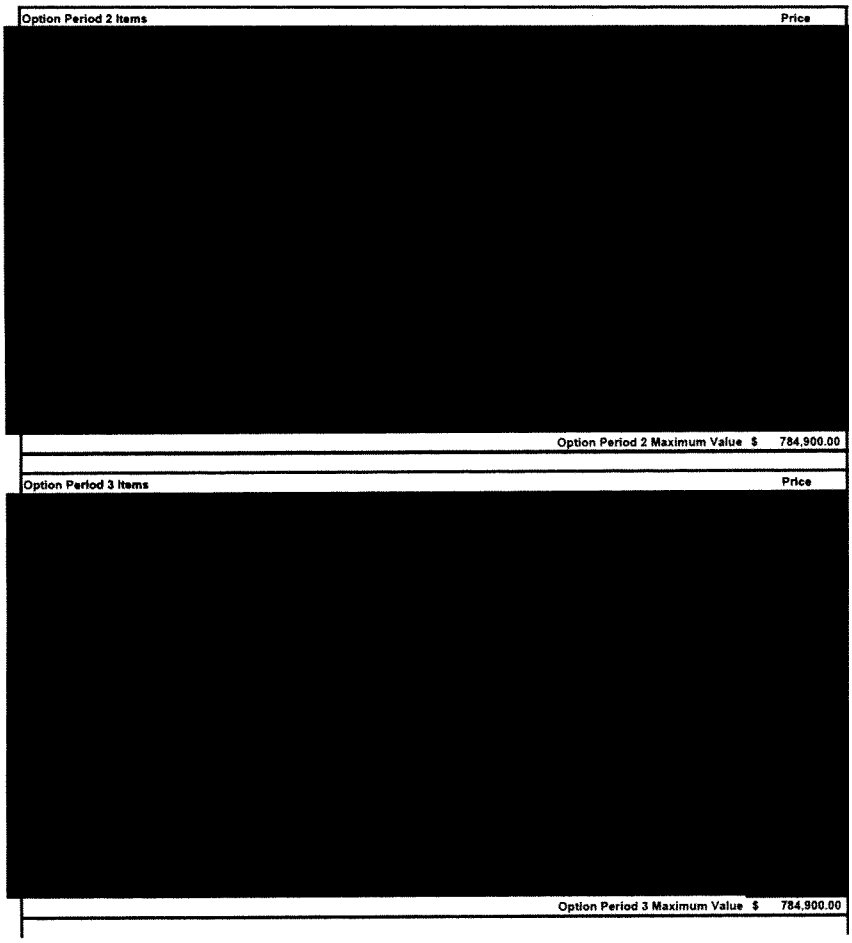
3.4 Capabilities

- The Contractor shall conduct surveys on particular products and subsets of consumers from the credit panel.
- The Contractor shall provide non-credit attributes to be included with their panel.
- The Contractor shall design the panel so it can be linked to external data sets including demographic data.

3.5 Consulting

- The panel shall be fully supported by the Contractor's in-house data experts.

TPD-CFP-12-C-0016 ATTACHMENT 1 - IDIQ PRICE SCHEDULE	
Base Period Items	Price
[redacted]	
Base Period Maximum Value	$ 5,287,050.00
Option Period 1 Items	Price
[redacted]	
Option Period 1 Maximum Value	$ 784,900.00


Option Period 2 Items
Price
Option Period 2 Maximum Value $ 784,900.00
Option Period 3 Items
Price
Option Period 3 Maximum Value $ 784,900.00

Option Period 4 Items	Price
[redacted]	
Option Period 4 Maximum Value	$ 784,900.00
MAXIMUM VALUE - IDIQ Base plus Option Periods 1-4	$ 8,426,650.00

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

1. REQUISITION NUMBER	PAGE	OF
CFP-40100-12-0002	1	5

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
TPD-CFP-12-C-0016	09/26/2012	120001		

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

9. ISSUED BY CODE BPD-CGROPP

Bureau of Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: C. Gropp
Parkersburg WV 26101

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS: 561450
SIZE STANDARD: $7.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
	N/30 PROMPT PAY			[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE CFPB

CFPB
Attn: Ms. Xiaoling Ang
1700 G Street NW
Washington DC 20552-0003

16. ADMINISTERED BY CODE BPD

Bureau of the Public Debt
Division of Procurement
Administration Branch
Avery 5F
200 Third Street
Parkersburg WV 26101

17a. CONTRACTOR/ OFFEROR CODE 008642530 FACILITY CODE

EXPERIAN INFORMATION SOLUTINS INC-1
475 ANTON BLVD
COSTA MESA CA 92626-7036

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB

ARC/ASD/APB
ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this firm-fixed-price (FFP) Task Order (TO) award is to provide a Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Statement of Work (SOW). Vendor POC: [redacted] - Director, Experian Government Services Telephone: [redacted] E-mail: [redacted] *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$1,622,800.00

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
[redacted]

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Lisa R. Stanley

30b. NAME AND TITLE OF SIGNER *(Type or print)*
[redacted]

30c. DATE SIGNED 9/26/12

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
LISA R. STANLEY

31c. DATE SIGNED 9/26/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Government POC/COR: Ms. Xiaoling Ang Telephone: 202-435-7686 E-mail: xiaoling.ang@cfpb.gov Government Alternate POC/COR: Ms. Yuh Wen Ling Telephone: 202-435-9251 E-mail: yuhwen.ling@cfpb.gov The Contractor shall provide services in accordance with the IDIQ Terms, Conditions and Clauses. Invoice Terms: Invoices are to be submitted monthly in arrears. Any questions related to this contract after award will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the contract number and, if applicable, the task order number in the subject line. Accounting Info: CFP5577SFXXXX-2012-610001-CFP4010000-2513-00000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/26/2012 to 09/25/2013				
0001	Consumer Credit Information Panel Continued ...				1,622,800.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 1/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0016/120001	3	5

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Refer to Attachment 1 - Task Order 120001 Price Schedule The total amount of award: $1,622,800.00. The obligation for this award is shown in box 26.				

DEPARTMENT OF THE TREASURY
CONSUMER FINANCIAL PROTECTION BUREAU

TASK ORDER 120001 STATEMENT OF WORK

CONSUMER CREDIT INFORMATION PANEL

1.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) established the Consumer Financial Protection Bureau (CFPB).

The central mission of the CFPB is to make markets for consumer financial products and services work for Americans – whether they are applying for a mortgage, choosing among credit cards, or using any number of other consumer financial products.

The CFPB is working to give consumers the information they need to understand the terms of their agreements with financial companies. CFPB is working to make regulations and guidance as clear and streamlined as possible so providers of consumer financial products and services can follow the rules on their own.

Congress established the CFPB to protect consumers by carrying out Federal consumer financial laws. Among other things, CFPB:

- Conducts rule-making, supervision, and enforcement for Federal consumer financial protection laws;
- Restricts unfair, deceptive, or abusive acts or practices;
- Takes consumer complaints;
- Promotes financial education;
- Researches consumer behavior;
- Monitors financial markets for new risks to consumers; and
- Enforces laws that outlaw discrimination and other unfair treatment in consumer finance.

2.0 OBJECTIVE

The CFPB seeks to acquire and maintain a nationally representative panel of credit information on consumers for use in a wide range of policy research projects.

The panel shall be a random sample of consumer credit files obtained from a national database of credit files. The Contractor shall provide an initial panel of consumers with historical information on a quarterly basis. The Contractor shall provide an initial panel that goes back 10 years. Going forward, the Contractor shall provide updated consumer credit files for the consumers in the database on a quarterly basis.

3.0 SCOPE

3.1 Panel Description: The Contractor shall provide a nationally representative panel of consumers with consumer reporting information. The panel may be stratified at the regional or state level, as determined by the CFPB in consultation with the Contractor. If the sample is stratified, the Contractor shall provide the CFPB with information about the size of various populations within the Contractor's database such that the CFPB may construct weights to make the sample nationally representative. The sample may be created either by sampling at the consumer level or the household level, as determined by the CFPB in consultation with the Contractor. If the sample is constructed at the household level, the Contractor shall provide the CFPB with information about the size of various populations within the Contractor's database such that the CFPB may construct weights to make the sample representative at the individual level. The Contractor shall include joint borrowers, co-signers, and authorized users as part of the panel. The panel shall include 5 million consumers, and joint borrowers, co-signers, and authorized users. The initial panel shall contain 10 years of historical data on a quarterly basis. The initial sample shall be drawn from current records and historical data appended for

that sample as well as additional samples during the intervening years to make the combined sample representative at each point in time.

3.2 Panel Updates

- The Contractor shall provide quarterly updates. The Contractor shall provide account information, such as account balances, for the intervening months.
- The Contractor shall maintain representativeness of the panel over time, with respect to the Contractor's primary credit history database, such as through sampling new credit files and appending those samples to the panel. The Contractor shall develop, in consultation with the CFPB a methodology for periodically testing the representativeness on the panel.

3.3 Data Characteristics

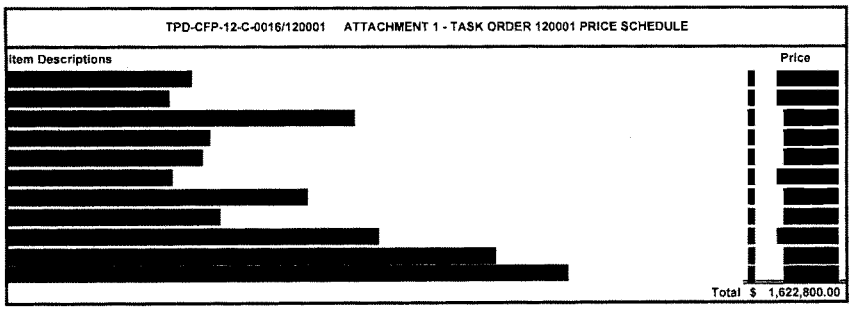
- The panel shall contain the contents of the select consumers' credit files except for data elements such as name, address, full account number, that need to be masked to preserve confidentiality. The Contractor shall provide ZIP+4, or other geographic location information such as Census block identifier, and age or year of birth, when available.
- For each consumer in the panel, the Contractor shall provide credit scores as requested by the CFPB.
- The Contractor shall provide a persistent consumer identifier making it possible to follow consumers over time in the panel. The Contractor shall provide a persistent trade line identifier making it possible to follow trade lines over time in the panel.
- The Contractor does not need to identify the furnisher/creditor of particular trade lines, unless an approach to providing this information that is acceptable to the Contractor and the CFPB can be found. The Contractor shall, however, provide a means to identify which trade lines come from the same furnisher/creditor, across consumer files.
- The contractor shall provide non-credit demographic information about the consumers in the panel.

3.4 Capabilities

- The Contractor shall conduct surveys on particular products and subsets of consumers from the credit panel.
- The Contractor shall provide non-credit attributes to be included with their panel.
- The Contractor shall design the panel so it can be linked to external data sets including demographic data.

3.5 Consulting

- The panel shall be fully supported by the Contractor's in-house data experts.


TPD-CFP-12-C-0016/120001 ATTACHMENT 1 - TASK ORDER 120001 PRICE SCHEDULE
Item Descriptions
Price
Total $ 1,622,800.00

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

1. REQUISITION NUMBER	PAGE	OF
CFP-20400-12-0054	1	6

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NNG07DA26B		TPD-CFP-12-K-00075		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
Bureau of the Public Debt Division on Procurement 200 Third Street Avery 5F Attn: JWEATHER Parkersburg WV 26101	BPD-JWEATHER	☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB NAICS: 541519 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) SIZE STANDARD: 150

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP
	N/30 PROMPT PAY		

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
ATTN: Zachary Brown Consumer Financial Protection Burea 1700 G ST NW Washington DC 20552		Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
FCN INC. 12315 WILKINS AVE. ROCKVILLE MD 20852-1827 TELEPHONE NO. 301-641-5013	615378007		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this fixed price award is to purchase Sourcefire Intrusion Detection Equipment and Support on behalf of the Consumer Financial Protection Bureau (CFPB). VENDOR POC: DANNY GOLDSTEIN (301) 641-5013 danny.goldstein@fcnit.com *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)* [redacted]

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR	30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED
FCN Inc. Technology Solutions — Digitally signed by Robert Brosey DN: cn=Robert Brosey, o=FCN Inc, ou=Director, Business Development, email=rob.brosey@fcnit.com, c=US Date: 2012.09.10 12:22:37 -04'00'	Robert Brosey, Diector Business Development	9/10/2012

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
[signature]	LISA R. STANLEY	9-11-2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GOV'T COR: ZACHARY BROWN (202) 435-7212 zachary.brown@cfpb.gov ALT. GOV'T COR: NELLISHA RAMDASS (202) 435-7782 nellisha.ramdass@cfpb.gov Accounting Info: CFP5577SFXXXX-2012-175001-CFP2040000-3161-00000000 -XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/11/2012 to 09/10/2016				
0001	Hardware See ATTACHMENT A, CLIN 1001 through 1008, for Part Numbers, Product Descriptions, Quantity, and Price. All products shall be delivered no later than 10/22/2012. Each product ships with a one-year hardware warranty. This warranty covers hardware failures. The hardware must be returned to Sourcefire for repair. This warranty begins on the date of delivery and this award shall be modified to confirm the exact warranty dates, once those Continued ...				[redacted]

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNG07DA26B/TPD-CFP-12-K-00075	3	6

NAME OF OFFEROR OR CONTRACTOR
FCN INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	dates have been established. Period of Performance: 09/11/2012 to 10/22/2012				
0002	Sourcefire Support See ATTACHMENT A, CLIN 2001 through 2005, for Part Numbers, Product Descriptions, Quantity, and Price. Period of Performance shall be modified based on the date the products are delivered. Period of Performance: 09/11/2012 to 09/10/2013				[redacted]
0003	NetOptics Support See ATTACHMENT A, CLIN 3001, for Part Number, Product Description, Quantity, and Price. Period of Performance shall be modified based on the date the products are delivered. Period of Performance: 09/11/2012 to 09/10/2015				[redacted]
0004	Hardware See ATTACHMENT A, CLIN 4001 through 4007, for Part Numbers, Product Descriptions, Quantity, and Price. All products shall be delivered no later than 30 days after reciept of modification, if this optional line item is exercised. Each product ships with a one-year hardware warranty. This warranty covers hardware failures. The hardware must be returned to Sourcefire for repair. This warranty begins on the date of delivery and this award shall be modified to confirm the exact warranty dates, once those dates have been established. Amount: [redacted] (Option Line Item) Period of Performance: 09/11/2013 to 10/22/2013				[redacted]
0005	Sourcefire Support Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNG07DA26B/TPD-CFP-12-K-00075	PAGE 4 OF 6

NAME OF OFFEROR OR CONTRACTOR
FCN INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See ATTACHMENT A, CLIN 5001 through 5004, for Part Numbers, Product Descriptions, Quantity, and Price. Period of Performance shall be modified based on the date the products are delivered. Amount: [redacted] (Option Line Item) Period of Performance: 09/11/2012 to 09/10/2013				
0006	NetOptics Support See ATTACHMENT A, CLIN 6001, for Part Number, Product Description, Quantity, and Price. Period of Performance shall be modified based on the date the products are delivered. Amount: [redacted] (Option Line Item) Period of Performance: 09/11/2013 to 09/10/2016 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. These items are considered products and invoices shall be paid Net 30 days from receipt/acceptance of invoice. The total amount of award: [redacted]. The obligation for this award is shown in box 26.				[redacted]

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or IPP Production Help desk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see Attached IPP Waiver Form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

Please ensure that the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR is Zachary Brown. Zachary may be reached at 202-435-7212 or Zachary.Brown@cfpb.gov. The Alternate COR is Nellisha Ramdass. Nellisha may be reached at 202-435-7782 or Nellisha.Ramdass@cfpb.gov

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

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 calendar days before the contract expiration date.

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.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file, to the COR, of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

ATTACHMENT A

BASE YEAR

CLIN	Part Number	Desciption	QTY	Unit Price	Extended Price
1001	[redacted]	SourceFire / Defense Center 3500 Bundle with Max Bundle License (Supports 300,0000 Hosts, 300,000 Users)	1	[redacted]	[redacted]
1002	[redacted]	SourceFire / SF 3D8250 Chassis, IPS License, AC Power, 2U, 7 Slots	1	[redacted]	[redacted]
1003	[redacted]	SourceFire / 3D8000 Series Assembly Service	5	[redacted]	[redacted]
1004	[redacted]	SourceFire / NM-SR2-0	1	[redacted]	[redacted]
1005	[redacted]	SourceFire / SF 3D8120 Chassis, AC Power, IPS	4	[redacted]	[redacted]
1006	[redacted]	SourceFire / NM-C4-0	4	[redacted]	[redacted]
1007	[redacted]	NetOptics / iLink Agg, 1G, Ship, 24-Port, Span	8	[redacted]	[redacted]
1008		SEWP FEE	1	[redacted]	[redacted]
2001	[redacted]	SourceFire / Support Defense Center 3500 Bundle with Max Bundle License (Supports 300,0000 Hosts, 300,000 Users) Platinum EOL Replacement of DC3000s.	1	[redacted]	[redacted]
2002	[redacted]	SourceFire / Support-SF 3D8250 Chassis, IPS License, AC Power, 2U, 7 Slots-Platinum	1	[redacted]	[redacted]
2003	[redacted]	SourceFire / Support-NM-SR2-0-Platinum	1	[redacted]	[redacted]
2004	[redacted]	SourceFire / Support-SF 3D8120 Chassis, IPS License, AC Power, 1U, 3 Slots-Platinum	4	[redacted]	[redacted]
2005	[redacted]	SourceFire / Support-NM-C4-0-Gold	4	[redacted]	[redacted]
3001	[redacted]	NetOptics / 3-Yr Premium Plan 24x7x365/AR/Software/Hardware Maintenance)	8	[redacted]	[redacted]
				Total Price	[redacted]

ATTACHMENT A

OPTION YEAR 1

CLIN	Part Number	Desciption	QTY	Unit Price	Extended Price
4001	[redacted]	SourceFire / SF 3D8250 Chassis, IPS License, AC Power, 2U, 7 Slots	1	[redacted]	[redacted]
4002	[redacted]	SourceFire / 3D8000 Series Assembly Service	6	[redacted]	[redacted]
4003	[redacted]	SourceFire / NM-SR2-0	1	[redacted]	[redacted]
4004	[redacted]	SourceFire / SF 3D8120 Chassis, AC Power, IPS	5	[redacted]	[redacted]
4005	[redacted]	SourceFire / NM-C4-0	5	[redacted]	[redacted]
4006	[redacted]	NetOptics / iLink Agg, 1G, Ship, 24-Port, Span	6	[redacted]	[redacted]
4007		SEWP FEE	1	[redacted]	[redacted]
5001	[redacted]	SourceFire / Support-SF 3D8250 Chassis, IPS License, AC Power, 2U, 7 Slots-Platinum	1	[redacted]	[redacted]
5002	[redacted]	SourceFire / Support-NM-SR2-0-Platinum	1	[redacted]	[redacted]
5003	[redacted]	SourceFire / Support-SF 3D8120 Chassis, IPS License, AC Power, 1U, 3 Slots-Platinum	5	[redacted]	[redacted]
5004	[redacted]	SourceFire / Support-NM-C4-0-Gold	5	[redacted]	[redacted]
6001	[redacted]	NetOptics / 3-Yr Premium Plan 24x7x365/AR/Software/Hardware Maintenance)	6	[redacted]	[redacted]
				Total Price	[redacted]

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90300-13-0017	1	7

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NNG07DA43B	12/07/2012	TPDCFP13K0009		

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	JACOB OBERLIN		

9. ISSUED BY — CODE: BPD-JOBERLIN

Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: J. Oberlin
Parkersburg WV 26101

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	NET 30 PROMPT PAY	☐		☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE: CFPB

CFPB
Attention: Dickson Jesuorobo
202.435.9025
1700 G Street, NW

16. ADMINISTERED BY — CODE: BPD

Bureau of the Public Debt
Division of Procurement
Administration Branch
Avery 5F
200 Third Street
Parkersburg WV 26101

17a. CONTRACTOR/ OFFEROR — CODE: 051237027 — FACILITY CODE:

FEDSTORE CORPORATION
1 RESEARCH COURT SUITE 450
ROCKVILLE MD 20850-6252

TELEPHONE NO: 240.449.8994

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE: ARC/ASD/APB

ARC/ASD/APB
ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this NASA SEWP delivery order is for a lease with option to purchase Dell Hardware, Software and Support for a base period of 12-months and three, 12-month option periods in accordance with the contractor's Lease Agreement Number 1210260001KC. FedStore POC: Kevin Geoghegan Phone: 240.449.8994 Email: kevin@fedstore.com *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$278,463.69

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Gina Hanna

30b. NAME AND TITLE OF SIGNER *(Type or print)*
MATTHEW CAYOUETTE, BVP

30c. DATE SIGNED
12/10/2012

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
GINA HANNA

31c. DATE SIGNED
12/10/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Gov't Primary COR: Dickson Jesuorobo Phone: 202.435.9025 Email: Dickson.Jesuorobo@cfpb.gov Gov't Secondary COR: Nellisha Ramdass Phone: 202.435.7782 Email: Nellisha.Ramdass@cfpb.gov Delivery shall be made no later than 30 days from delivery order award. The attached terms, conditions, and the 24 page lease agreement (Attachment 1) apply to this delivery order. Lease terms and conditions are as set forth in the contractor's lease quotation for 1210260001KC dated November 19, 2012, which terms and conditions are incorporated into this order. Invoicing: This acquisition is for the lease/purchase of equipment. The base period invoice shall be paid upon receipt and acceptance of equipment. Invoices thereafter shall be paid annually at the Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNG07DA43B/TPDCFP13K0009	3	7

NAME OF OFFEROR OR CONTRACTOR

FEDSTORE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	beginning of the option period. Accounting Info: CFP5577DEXXXXXX-2013-61000001-310202-CFP9030000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 12/07/2012 to 12/06/2016				
0001	Base Period - Lease of hardware, software and maintenance support to facilitate CFPB's initial email migration efforts. Termination Ceiling: $732,061.54 POP: 12/07/2012 - 12/06/2013				278,463.69
0002	Option Period 1 - Lease of hardware, software and maintenance support to facilitate CFPB's initial email migration efforts. Termination Ceiling: $488,199.90 POP: 12/07/2013 - 12/06/2014 Amount: $278,463.69(Option Line Item)				0.00
0003	Option Period 2 - Lease of hardware, software and maintenance support to facilitate CFPB's initial email migration efforts. Termination Ceiling: $244,179.41 POP: 12/07/2014 - 12/06/2015 Amount: $278,463.69(Option Line Item)				0.00
0004	Option Period 3 - Lease of hardware, software and maintenance support to facilitate CFPB's initial email migration efforts. Termination Ceiling: $0.00 POP: 12/07/2015 - 12/06/2016 Amount: $278,463.69(Option Line Item)				0.00
0005	Equipment Buyout This line item may be exercised one time and at any time during the delivery order period of Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNG07DA43B/TPDCFP13K0009	4	7

NAME OF OFFEROR OR CONTRACTOR

FEDSTORE CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	performance. This is a not-to-exceed line item. The actual buyout amount shall be at the then current fair market value (FMV). In the event that the Government elects to buy the equipment prior to the leases end date (12/6/16), this line item may also serve to pay remaining lease periods at a discounted rate. See lease agreement for details. Amount: $948,368.48(Option Line Item) After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $2,062,223.24. The obligation for this award is shown in box 26.				

This delivery order, issued by the Bureau of the Public Debt, on behalf of the Consumer Financial Protection Bureau (CFPB), is for a **"Lease with the Option to Own"** Dell software, hardware, and support. A complete list of requirements can be seen in Attachment 1.

This acquisition is brand-name specific to Dell, and is a total small business set-aside. **Please note – at the end of each year – the Government has the option to purchase the equipment, continue leasing the equipment, or end the contract. IF CFPB determines at the end of a twelve (12) month period to purchase the equipment – the purchase price will be determined by the Fair Market Value of the items at the time of purchase.**

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (AUG 2012)

(a) *Definitions.* As used in this clause—
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The Primary COR is:

Dickson Jesuorobo
Phone: 202.435.9025
Email: Dickson.Jesuorobo@cfpb.gov

The Secondary COR is:

Nellisha Ramdass
Phone: 202.435.7782
Email: Nellisha.Ramdass@cfpb.gov

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

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 before the contract expiration date.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit to the COR and Alternate, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be

subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

52.207-5 – OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

ATTACHMENT 1

fedstore

Technical & Price Proposal

CFPB DELL EQUIPMENT LEASE – 48-MONTH LWOO

Department of Treasury
Consumer Financial Protection Bureau (CFPB)
ATTN: Jacob Oberlin

Email: jacob.oberlin@bpd.treas.gov

Presented By:
FedStore Corporation
1 Research Court, Suite 450
Rockville, Maryland 20850-6252

Kevin Geoghegan
Account Manager
Phone: (240) 449-8994
kevin@fedstore.com

October 31, 2012
1500 Eastern Time

This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal, technical response, or quotation. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in the entirety of the proposal. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905.

fedstore

October 31, 2012

Department of Treasury
Consumer Financial Protection Bureau (CFPB)

ATTN: Jacob Oberlin

Re: Dell Equipment Lease 48-MONTH LWOO [SEWP RFQ 147724]

Dear Mr. Oberlin,

FedStore Corporation, a Service-Disabled Veteran-Owned Small Business, is pleased to provide the following document in response to the subject RFQ. To fulfill the information technology needs of the Department of Treasury for the lease of Dell Equipment for the Consumer Financial Protection Bureau (CFPB), FedStore has partnered with Dell & Dell Financial Services (DFS) to propose leading-edge, industry-standard technology and financing.

We look forward to continuing our long-term professional relationship with CFPB and will do our utmost to ensure complete customer satisfaction. Please do not hesitate to contact Kevin Geoghegan at 240-449-8994, kevin@fedstore.com with any questions.

Thank you.

Sincerely,

Jay Jabbari
President

Table of Contents

Table of Contents i

Introduction 2
Company Overview 2
The FedStore Team 3

Company Information 4

Schedule of Components Proposed 5

Lease Terms & Conditions 12

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Introduction

FedStore appreciates the opportunity to respond to SEWP RFQ number 147724 for the lease with option to own of Dell Equipment for the Consumer Financial Protection Bureau (CFPB). We are pleased to present a fully compliant response that demonstrates our distinct ability to meet or exceed all of the CFPB's requirements as outlined in the RFQ.

Company Overview

FedStore Corporation is an award-winning, emerging leader in providing innovative public sector information technology solutions. FedStore brings a unique combination of technology partners, professional services, vertical market expertise, continuous support, and flexible financing to its many government customers. Led by an experienced and knowledgeable staff, FedStore's core competencies include solutions designed around healthcare, enterprise network infrastructure, storage, video teleconferencing, and both cyber and physical security.

FedStore provides systems, servers, software, peripherals, networking, telecommunications, storage, and information security products and solutions from the most respected and predominant names in the industry including: Apple; Hewlett Packard; Cisco; Dell; IBM; VMware; Symantec; and Microsoft.

In April of 2007, FedStore was one of 38 companies awarded a seven-year multi-billion dollar NASA SEWP IV prime contract. Since then, FedStore has become one of the leading Service-Disabled Veteran-Owned Small Business (SDVOSB) SEWP IV contract holder fulfilling more delivery orders than any other SDVOSB SEWP IV contract holder.

FedStore is a privately-held; Service-Disabled Veteran-Owned Small Business (SDVOSB) located in Rockville, Maryland, a suburb of Washington, DC. The Company maintains an International Organization for Standardization (ISO) 9001:2008 quality certification which establishes compliance to standard requirements for quality assurance and lays a foundation for continuous improvement through consistent procedures, regular internal audits, and corrective action plans.

FedStore was chosen as the Public Sector 2010 Award Winner and Federal Integrator of the Year by CRN, a leading publication and website dedicated to the IT Channel; and was the top ranked company on Washington Technology's 2010 Fast 50 fastest growing businesses. FedStore has been listed on the Inc. 500 fastest growing privately-held companies in America for the past three consecutive years.

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

The FedStore Team

FedStore has partnered directly with Dell and Dell Financial Services (DFS) to provide all of the proposed equipment requested in the RFQ (herein referred to as The FedStore Team). Dell has extensive experience with deploying projects of similar size and scope within CFPB and to other Federal Agencies.

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Company Information

Company Information

Name of Company	FedStore Corporation, Prime Contractor
Address	1 Research Court, Suite 450 Rockville, Maryland 20850
Point of Contact	Kevin Geoghegan
Phone Number	240-449-8994
Fax Number	1-877-887-9665
E-mail Address	kevin@fedstore.com
Lease Quotation Number	1210260001KC

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Schedule of Components Proposed

A Schedule of Components Proposed with detailed line itemization and pricing with lease information is provided on the following 6 pages.

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

Description	Product Code	Unit Cost	# of Units	Total Pricing	48-Month Lease - Annual Cost	Annual FPT (.28893 x $715,250.68 = $20,665.51 per year)
Base Unit: PowerConnect 8024F, 20-24 10 GbE SFP+ Ports, Four Combo Ports (224-6406) non-TAA Dell Hardware Limited Warranty Extended Year (903-1598) non-TAA MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (903-1638) non-TAA Dell Hardware Warranty, Initial Year (903-2167) non-TAA Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (903-3442) non-TAA ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (903-3632) non-TAA Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (903-4790) non-TAA Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your PowerConnect Switch (934-7150) non-TAA Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) non-TAA Installation of a Dell PowerConnect Switch (989-6188) non-TAA	224-6406	$9,050.99	4	$ 36,203.96		
PowerConnect SFP+ 5 meter TwinAx, connects to PowerConnect, Cust Kit (330-5968) non-TAA	330-5968	$56.16	40	$ 2,246.40		
PowerConnect SFP+ .5 meter TwinAx, connects to PowerConnect, Cust Kit (330-5959) non-TAA	330-5959	$23.78	4	$ 95.12		

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

Base Unit: PowerEdge R720 (225-2133) - Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year Extended (936-4863) ProSupport: 7x24 HW / SW Tech Support and Assistance, 4 Year (936-4903) Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678) Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) MISSION CRITICAL PACKAGE: Enhanced Services, 4 Year (996-8059) Installation of a Dell Server, Storage or Peripheral Device, PE Server MWT (984-1067) Proactive Maintenance Service Declined (926-2979) Keep Your Hard Drive, 4 Year (981-0393) PowerEdge R720 Shipping (331-4437) Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot (331-4439) Intel X520 DP 10Gb DA/SFP+ Server Adapter (430-4445) VFlash, 8GB SD Card for iDRAC Enterprise (342-1413) iDRAC7 Enterprise (421-5339) Broadcom 5720 QP 1Gb Network Daughter Card (430-4418) 3.5" Chassis with up to 8 Hard Drives (342-3587) Bezel (318-1375) Power Saving Dell Active Power Controller (330-5116) RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381) PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529) Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W, Max Mem 1600MHz (317-9600) Heat Sink for PowerEdge R720 and R720xd (331-4508) DIMM Blanks for Systems with 2 Processors (317-8688) Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W (317-9614) Heat Sink for PowerEdge R720 and R720xd (331-4508) 16GB RDIMM, 1600 MT/s, Standard Volt, Dual Rank, x4 Data Width (317-9640) 1600 MHz RDIMMS (331-4424) Performance Optimized (331-4428) 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-3980) Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914) DVD ROM, SATA, INTERNAL (313-9092) ReadyRails Sliding Rails With Cable Management Arm (331-4433) Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605) Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) Internal Dual SD Module (331-4441) 2GB SD Card For 1 No Operating System (420-6320) No Media Required (421-5736) vSphere Enterprise Plus v5.x 2CPU/192GB vRAM Lic, 3Y Subscription w/Dwngrd Rights, NFI (421-7728) VMware vSphere (DIB) (421-7808)	225-2133	$23,720.79	13	$ 308,370.27	

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

Base Unit: Dell EqualLogic PS6110XV, 10Gb, High Performance, 15K SAS Drives (225-2858) - PS6110XV, 14.4TB capacity, 15K SAS, 24x 600GB (342-4517) Dual Controllers, 10Gb, HA with failover (331-6722) EqualLogic array may not be returned (468-8817) Asynchronous Replication (468-7110) Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155) SAN HQ multi group monitoring software (468-7156) RackRails, RapidRails for Dell Rack (330-6048) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (937-9093) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-3590) Dell Hardware Limited Warranty Initial Year (968-3591) Dell Hardware Limited Warranty Extended Year (968-3595) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-3628) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year (995-4008) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (995-4048) Keep Your Hard Drive, 3 Years (954-7472) Installation and Implementation of EqualLogic Storage Array, up to 6 Hosts (931-0829) Proactive Maintenance Service Declined (926-2979) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	225-2858	$43,351.48	2	$ 86,702.96	
Base Unit: Dell EqualLogic PS6110X, 10Gb, Mainstream Performance, 10K SAS Drives (225-2852) - PS6110X, 21.6TB capacity, 10K SAS, 24x 900GB (342-4534) Dual Controllers, 10Gb, HA with failover (331-6722) EqualLogic array may not be returned (468-8817) Asynchronous Replication (468-7110) Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155) SAN HQ multi group monitoring software (468-7156) RackRails, RapidRails for Dell Rack (330-6048) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (937-9093) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-3590) Dell Hardware Limited Warranty Initial Year (968-3591) Dell Hardware Limited Warranty Extended Year (968-3595) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-3628) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year (995-4008) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (995-4048) Keep Your Hard Drive, 3 Years (954-7472) Installation and Implementation of an Additional Array into a New EqualLogic SAN, 1 Array, Add-On (931-1019) Proactive Maintenance Service Declined (926-2979) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	225-2852	$51,710.55	4	$ 206,842.20	

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

Base Unit: Dell EqualLogic PS6110E, 10Gb, High Capacity, 7.2K NL SAS Drives (225-2857) - PS6110E, 72TB capacity, 7.2K NL SAS, 24x 3TB (342-4519) Dual Controllers, 10Gb, HA with failover (331-6722) EqualLogic array may not be returned (468-8817) Asynchronous Replication (468-7110) Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155) SAN HQ multi group monitoring software (468-7156) RackRails, RapidRails for Dell Rack (330-6048) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (937-9093) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-3590) Dell Hardware Limited Warranty Initial Year (968-3591) Dell Hardware Limited Warranty Extended Year (968-3595) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-3628) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year (995-4008) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (995-4048) Keep Your Hard Drive, 3 Years (954-7472) Installation and implementation of EqualLogic Storage Array, up to 6 Hosts (931-0829) Proactive Maintenance Service Declined (926-2979) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	225-2857	$49,975.85	1	$ 49,975.85		
Dell Education Services - No EqualLogic Training Requested - visit www.Learndell.com (994-3849)	994-3849	$0.00	2	$ -		
Dell Education Services - No EqualLogic Training Requested - visit www.Learndell.com (994-3849)	994-3849	$0.00	4	$ -		
Dell Education Services - No EqualLogic Training Requested - visit www.Learndell.com (994-3849)	994-3849	$0.00	1	$ -		
CS OM TPP Discount L1 U.S. Federal VMware vCloud Director 25 VM Pack (A6446428)	VC-CD-25VM-F	$3,644.15	4	$ 14,576.60		
CS OM U.S. Federal Production Support/Subscription for VMware vCloud Director 25 VM Pack for 3 years (A6446437)	VC-CD-25VM-3P-SSS-F	$2,559.33	4	$ 10,237.32		
Total Equipment Cost				**$ 715,250.68**	**$ 189,867.26**	**$ 20,665.51**
SEWP IV Contract Surcharge (.0045% of Total)	**SEWP-Z**	**$3,218.63**	1	**$ 3,218.63**	**Note: The SEWP Fee Needs to be included on First Invoice ONLY.**	

Total Lease Per Year (48 Months) In Advance	$ 189,867.26
Total Estimated PPT Per Year (48 Months) In Advance	$ 20,665.51
Total Due Each Year In Advance (48 Months) In Advance	$ 210,532.77

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

LEASE OPTIONS

Description	Product Code	Unit Cost	# of Units	Total Pricing	48-Month Lease - Annual Cost	Annual PPT (.28893 x $233,117.80 = $6,735.40 per year)
Base Unit: PowerEdge R720 (225-2133) - Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year Extended (936-4863) ProSupport: 7x24 HW / SW Tech Support and Assistance, 4 Year (936-4903) Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678) Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2758) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) MISSION CRITICAL PACKAGE: Enhanced Services, 4 Year (996-8059) Installation of a Dell Server, Storage or Peripheral Device, PE Server MWT (984-1067) Proactive Maintenance Service Declined (926-2979) Keep Your Hard Drive, 4 Year (981-0393) PowerEdge R720 Shipping (331-4437) Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot (331-4439) Intel X520 DP 10Gb DA/SFP+ Server Adapter (430-4445) VFlash, 8GB SD Card for iDRAC Enterprise (342-1413) iDRAC7 Enterprise (421-5339) Broadcom 5720 QP 1Gb Network Daughter Card (430-4418) 3.5" Chassis with up to 8 Hard Drives (342-3587) Bezel (318-1375) Power Saving Dell Active Power Controller (330-5116) RAID 1 for H710P/H710/H310 (2 HDDs) (331-4381) PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529) Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W, Max Mem 1600MHz (317-9600) Heat Sink for PowerEdge R720 and R720xd (331-4508) DIMM Blanks for Systems with 2 Processors (317-8588) Intel Xeon E5-2690 2.90GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 135W (317-9614) Heat Sink for PowerEdge R720 and R720xd (331-4508) 16GB RDIMM, 1600 MT/s, Standard Volt, Dual Rank, x4 Data Width (317-9640) 1600 MHz RDIMMS (331-4424) Performance Optimized (331-4428) 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR (342-3980) Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914) DVD ROM, SATA, INTERNAL (313-9092) ReadyRails Sliding Rails With Cable Management Arm (331-4433) Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605) Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) Internal Dual SD Module (331-4441) 2GB SD Card For 1 No Operating System (420-6320) No Media Required (421-5736) vSphere Enterprise Plus v5.x 2CPU/192GB vRAM Lic, 3Y Subscription w/Dwngrd Rights, NFI (421-7728) VMware vSphere (DfB) (421-7808)	225-2133	$23,720.79	8	$ 189,766.32		

SEWP RFQ 147724 - Dell Equipment Lease for CFPB

Schedule of Components Proposed
48-Month LWOO

Base Unit: Dell EqualLogic PS6110XV, 10Gb, High Performance, 15K SAS Drives (225-2858) - PS6110XV, 14.4TB capacity, 15K SAS, 24x 600GB (342-4517) Dual Controllers, 10Gb, HA with failover (331-6722) EqualLogic array may not be returned (468-8817) Asynchronous Replication (468-7110) Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155) SAN HQ multi group monitoring software (468-7156) RackRails, RapidRails for Dell Rack (330-6048) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (937-9093) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-3590) Dell Hardware Limited Warranty Initial Year (968-3591) Dell Hardware Limited Warranty Extended Year (968-3595) Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-3628) Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439) EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year (995-4008) MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (995-4048) Keep Your Hard Drive, 3 Years (954-7472) Installation and Implementation of EqualLogic Storage Array, up to 6 Hosts (931-0829) Proactive Maintenance Service Declined (926-2979) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151) Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	225-2858	$43,351.48	1	$ 43,351.48		
Dell Education Services - No EqualLogic Training Requested - visit www.Learndell.com (994-3849)	994-3849	$0.00	1	$ -		
Total Equipment Cost				**$ 233,117.80**	**$ 61,195.52**	**$ 6,735.40**
SEWP IV Contract Surcharge (.0045% of Total)	**SEWP-Z**	**$1,049.03**	**1**	**$ 1,049.03**	**Note: The SEWP Fee Needs to be Included on First Invoice ONLY.**	
				OPTION: Total Lease Per Year (48 Months) In Advance	$	61,195.52
				OPTION: Total Estimated PPT Per Year (48 Months) In Advance	$	6,735.40
				OPTION: Total Due Each Year In Advance (48 Months) In Advance	$	67,930.92

Lease Terms & Conditions

The Lease Quotation and Terms and Conditions are provided on the next 11 pages. This quotation is to be incorporated into any lease order. Specifically, the delivery order must include this language: "Lease terms and conditions are as set forth in the contractor's lease quotation for 1210260001KC dated October 26, 2012, which terms and conditions are incorporated into this order by reference".

USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN IS
SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

Date: October 26, 2012

Reference: Lease Quote # 1210260001KC

FedStore Corporation is pleased to provide this lease quotation as an invitation to offer leasing under the terms and conditions set forth below.

Lessee:	Consumer Financial Protection Bureau
Equipment Type:	Server Bundle
Lease Term:	48 Month
Lease Type:	LWOO – Lease with Option to Own
Equipment Cost:	$715,250.68
Lease Payments:	$189,867.26

Payments are 4 annual in advance

PPT Estimates: **.28893 x $715,250.68 = $20,665.51 per year**

Optional Equipment

Equipment Cost:	$233,117.80
Lease Payments:	$61,195.52
PPT Estimates:	.28893 x $233,117.80 = $6,735.40 per year

Personal Property Tax ("PPT") is automatically estimated and invoiced as a Personal Property Management Fee payable with your Lease Payment, unless you specifically request one of the following three billing options for your taxes:

- **Personal Property Management Fee;**
- **Rebilling or pass-through of taxes after assessed by taxing jurisdiction;**
- **Blend taxes into the Lease Payments.**

This quotation is to be incorporated into any lease order. Specifically, the delivery order must include this language: "Lease terms and conditions are as set forth in the contractor's lease quotation for 1210260001KC dated October 26, 2012, which terms and conditions are incorporated into this order by reference."

The pricing in this quotation is valid for 30 days

The additional terms and conditions set forth below shall apply to the delivery order for the lease of the equipment, including any delivery orders for the renewal or extension of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list:

"The ordering office is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF GOVERNMENT INTENT:

(a) The Government and the Contractor understand that a delivery order issued pursuant to these terms and conditions is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the Ordering Agency, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the Ordering Agency's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering office placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering office for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering office concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering office accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering office and the Contractor.

(b) Any lease is executed by the Ordering Office on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal

year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the Government exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering office, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under these terms and conditions shall not be deemed to obligate succeeding fiscal year funds. The ordering office shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering office's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering office may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The Ordering Agency must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the Government's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The Government may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering office's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the Government, the Government may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) Termination for Convenience of the Government. Leases entered into under this option may not be terminated except by the ordering office's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the Government.* The costs charged to the Government as the result of any Termination for Convenience of the Government must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering office reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering office. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering office's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering office in an amount sufficient to continue to make the lease payments. If this occurs, the Government will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the Government on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Government received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering office may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

****

LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS

1 RESERVED.

2 ASSIGNMENT OF CLAIMS:

FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

4. COMMENCEMENT OF LEASE:

The date on which the Ordering Office accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the Government to obtain installation and maintenance services from a qualified source. The Government may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The Government may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the Government to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6 MONTHLY PAYMENTS:

a. Prior to the placement of an order under these terms and conditions, the Ordering Office and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For delivery orders placed under these terms and conditions, FedStore offers the following lease pricing:

Pricing shall be calculated at an interest rate consisting of 525 basis points plus the Treasury constant maturity equal to the original lease term as shown in the Federal Reserve statistical release H.15 as of the preceding date closest to the date of the Lease Quote letter.
For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The Ordering Office and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering office may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the Government desires, at any time, to acquire title to product leased hereunder, the Government may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the Government will return the Product to the Contractor unless the Government by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b Relocation - The Government may relocate products to another location within the Government with prior written notice. No other transfer, including sublease, is permitted. Government shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

c Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at Government's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(iv) With respect to software, the Government shall state in writing to the Contractor that it has:

(1) deleted or disabled all files and copies of the software from the equipment on which it was installed;

(2) returned all software documentation, training manuals, and physical media on which the software was delivered; and

(3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

a. The Government may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

(1) can be removed without causing material damage to the product;

(2) do not reduce the value of the product; and

(3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:

(1) were not leased from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The Government assumes and shall bear the entire risk of loss and damage, whether or not insured against, to the products from any and every cause whatsoever from the date the products are delivered to the Government's ship to location until the products are either returned to the Contractor's designated return location or purchased by the Government, except for any loss or injury resulting from the negligence or fault of Contractor. No loss or damage to the products or any part thereof shall impair any obligation of the Government under the relevant Lease Order, including but not limited to the Government's obligation to make payments under such Lease Order, which obligations shall continue in full force and effect. In the event of loss or damage of any kind to any products, the Government, at the Government's option, shall: (i) Place the same in good repair, condition and working order to the satisfaction of Contractor within 90 days of such loss or damage; or (ii) Pay Contractor the amount equivalent to the Stipulated Loss Value of the product. The "Stipulated Loss Value" of any Product is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor. Each of (b) and (c) shall be calculated using the discount rate of the Federal Reserve Bank of Chicago on the lease commencement date for such Schedule.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The Government shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to use the software for the Lease Term. The

Government's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The Government will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1, State and Local Taxes, the Government agrees to pay tax or provide evidence necessary to support an exemption from the tax.

** NOTE: For each individual order the Contractor may propose additional terms and conditions for billings, payments, and/or invoices, as long as they are consistent with terms and conditions specified elsewhere. **

12.. Base Interest Rates are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.

13. The Lease quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, FedStore reserves the right to re-quote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with these terms and conditions. A lease order issued hereunder is subject to FedStore acceptance and/or FedStore's credit approval.

14. The Government agrees that early termination is highly unlikely because the acquisition, quantity and use of the involved Products are deemed to be essential to its operations and will complete an Essential Use Certificate to that effect if required by Lessor. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Lease Term can be obtained and agrees to take all reasonable positive action to obtain and maintain such funds. This proposed lease is subject to Credit Approval by the Lessor's Credit Review Committee Except for any maintenance responsibilities included in the Lease, the Government agrees that, by accepting the Lease and providing the Product for the Government's use, FedStore has fully performed its obligation under the Lease.

15. Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering office's contracting officer responsible for the delivery order in accordance with FAR 52.21 2-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience of the Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay FedStore, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes and late fee's, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Lease Payments over the Lease Term discounted at the like-term Treasury yield % used to calculate the periodic Lease Payments, interpolated to the number of months remaining in the Lease Term, plus any unpaid taxes or other charges then due.

16. Notwithstanding the provisions of these terms and conditions, for Leases with the Option to Own - Fair Market Value end of lease purchase option, the purchase option available to the Government at the end of the

Lease Term shall be based on the then current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by FedStore, or its assignee, on the basis of and shall be the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.

17. FedStore, or its assignee, will invoice, and the Government agrees to pay such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote, prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 131 5.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.

18. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in these terms and conditions. In the event the Government exercises its right to terminate a lease under these terms and conditions, the Government shall be required to return all the products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end of lease purchase option is available to the Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.

19. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term provided the needs of the Government for the Products or functionally similar Products continue to exist. Accordingly, the Government shall not replace the Products leased under this delivery order with functionally similar Products during the Lease Term specified in the delivery order.

20. RESERVED

21. To the extent permitted by the Agency, Federal Acquisition Regulation ("FAR") supplement of the ordering office, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.

22. Purchase Option - In the event the Government wishes to buy-out the lease at any time, during or at the end of the Lease Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding Lease Payments discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Lease Term, plus any applicable end of lease purchase option, Fair Market Value or prestated purchase option price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Lease Term shall require purchase of all of the leased products included in the Delivery Order. The end of the lease option elected by the Government shall be the same for all of the products included in the Delivery Order.

23. Form of Payment: The Government will pay FedStore, or its assignees, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under this lease agreement.

24. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 04/02/2013	2. CONTRACT NO. (If any): TPD-CFP-11-C-0017
3. ORDER NO.: 130005	4. REQUISITION/REFERENCE NO.: CFP-50200-13-0002

5. ISSUING OFFICE (Address correspondence to):
Bureau of the Public Debt
Divison of Procurement
Avery 5F
200 Third Street
Attn: R. Dillon
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: FIDELITY NATIONAL INFORM SCVS INC.
b. COMPANY NAME:
c. STREET ADDRESS: 601 RIVERSIDE AVE 9TH FLOOR
d. CITY: JACKSONVILLE | e. STATE: FL | f. ZIP CODE: 32204-2901

8. TYPE OF ORDER
[ ] a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			NET 30 PROMPT PAY

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This firm fixed price Task Order obligates funding for Customized Classroom Instructor Led Training on behalf of the Consumer Financial Protection Bureau (CFPB). Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME: ARC/ASD/APB			
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV			17(i) GRAND TOTAL
c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature):

23. NAME (Typed): ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/02/2013	TPD-CFP-11-C-0017	130005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Contractor POC: [redacted] Contracting Officer's Representative (COR): Larry Haas 202-435-7903 Larry.Haas@cfpb.gov Travel is paid at a firm fixed price. Invoicing: FIS shall invoice upon completion of training sessions for the cost of the training plus travel and shall submit no more than one invoice per month. After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. Period of Performance: 04/02/2013 to 12/31/2013					
0001	SEFL Development of Training and Delivery Implementation [redacted] FIS Travel Cost [redacted] TOTAL: [redacted] SEE ATTACHMENT FOR COMPLETE CLASS INFORMATION, DATES, TIMES, AND LOCATIONS. Accounting Info: [redacted] XXXXXXXXXX-XXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXX-XXX Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/02/2013	TPD-CFP-11-C-0017	130005

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Accounting Info: [redacted] XXXXXXXXXX-XXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] The total amount of award: [redacted]. The obligation for this award is shown in box 17(i).					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

Task Order 130005
Consumer Financial Protection Bureau (CFPB)

Scope: The CFPB has a need for custom classroom instructor led training on ***Operations and Deposits/Prepaid Products*** (a 5 day consumer compliance examination course) and ***Lending Principles*** (a 10 day consumer compliance examination course).

Task Order Type: Firm Fixed Price, inclusive of travel if applicable.

Customization of Course Content: The CFPB will provide existing course materials for customization purposes, including course and lesson objectives, lesson outlines, completed lesson plans, lesson presentations, exercise materials, answer keys, tool guides, and any related media. These materials will be provided in their native form (i.e. MS Word, Excel, and PowerPoint files). The Contractor will use these materials to craft two customized courses. A CFPB quality assurance/review cycle as well as a Contractor edit cycle will be included in the customization process for each course. The Contractor will deliver the following finalized course materials in their native forms for each course: Course agenda, comprehensive facilitator guide, participant manual with supporting classroom files (i.e. presentations, case study materials, exercises, and required media files, etc.), lesson presentations, exercises and exercise keys, job aids, tool guides, media files, and a digitally delivered and scored final (Kirkpatrick Level 2) course assessment.

Facilities and Materials: The training facilities will be provided by the Government. Audio-visual equipment (AV) is built into the facility, however if there are special needs in order to deliver the content, the Contractor shall provide the necessary equipment required. All other training equipment, (i.e., computers, software certificates of completion, Kirkpatrick Level 1 and 2 course assessments, other instructional tools; and class supplies including pens, flip charts, markers, pads, dry eraser board cleaning supplies, highlighters, name plate tents) shall be provided by the Contractor.

The Contractor will ensure timely delivery of course materials to their own instructors, and will provide participant materials and all supporting course materials to the CFPB electronically. The CFPB will digitally deliver course materials to participants. Participants will utilize their Government issued laptops loaded with course agenda and materials during course delivery.

Government Furnished Property: The Government will provide the training facility with built in AV equipment. The CFPB will provide supporting course materials (i.e. CFPB prepared books, exam manuals, tools, reference materials, etc.) to the instructors electronically.

Task: The Contractor shall develop custom courseware and deliver classroom instruction on ***Operations and Deposits/Prepaid Products*** (a 5 day consumer compliance examination course) and ***Lending Principles*** (a 10 day consumer compliance examination course). These courses will have an emphasis on case studies, role-plays, and feedback that support knowledge retention and transfer. The course materials are to be delivered in a combination of large classroom instruction and small group exercises. Correspondingly, a class of 25 to 30 students shall have 3 to 5

instructors per session – one lead instructor and two to four additional instructors. An instructor to student ratio of no more than 1 to 9 should be maintained during each course implementation. The Government anticipates training will occur in accordance with the tentative schedule below with up to 25 to 30 students in each class.

Period of Performance: April 2, 2013 through December 31, 2013

Tentative Training Locations: Exact addresses of training locations will be coordinated post Task Order award.

Time: 8:30 AM – 5:30 PM daily

CFPB classroom training – Training on Consumer Protection Examinations ***Operations and Deposits/Prepaid Products*** as found in section 5.0.6 (5 day consumer compliance examination course):

Tentative Dates of Training	Training Location	Number of Sessions	Students/Session	Total Students
April 22 – April 26, 2013	Chicago (Midwest Region)	2	25 - 30 (NTE 30)	25 – 30 (NTE 30)
May 6 – May 10, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
May 13 – May 17, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
June 17 – June 21, 2013	Houston (Southeast Region)	3	25 – 30 (NTE 30)	25 – 30 (NTE 30)
July 29 – August 2, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
August 12 – August 16, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
September 9 – September 13, 2013	Chicago (Midwest Region)	1	25 - 30 (NTE 30)	25 – 30 (NTE 30)
October 7 – October 11, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
December 2 – December 6, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
Total		12	300 - 360	300 - 360

CFPB classroom training – Training on Consumer Protection Examinations ***Lending Principles*** as found in section 5.0.6 (10 day consumer compliance examination course):

Tentative Dates of Training	Training Location	Number of Sessions	Students/Session	Total Students
June 3 – June 14, 2013	Chicago (Midwest Region)	2	25 – 30 (NTE 30)	25 – 30 (NTE 30)
June 10 – June 21, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
July 8 – July 19, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
September 9 – September 20, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
September 9 – September 20, 2013	Nashville (Southeast Region)	3	25 – 30 (NTE 30)	25 – 30 (NTE 30)
September 9 – September 20, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
October 28 – November 8, 2013	San Francisco (West Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
November 4 – November 15, 2013	New York (Northeast Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
December 9 – December 20	Chicago (Midwest Region)	1	25 – 30 (NTE 30)	25 – 30 (NTE 30)
Total		12	300 - 360	300 - 360

Course Descriptions: ***Operations and Deposits/Prepaid Products*** and ***Lending Principles*** are foundational educational components of the CFPB's Examiner Commissioning Program (ECP).

Operations and Deposits/Prepaid Products introduces Examiners to bank operations, the CFPB examination process, deposit products, prepaid products, laws and regulations central to operations and deposit/prepaid product examinations, as well as laws and regulations central to basic Supervision examinations (i.e. compliance management reviews, etc.).

Upon completion of ***Operations and Deposits/Prepaid Products***, learners should be able to:

1. Describe CFPB Supervision's culture, vision, values, and expectations.
2. Describe the CFPB examination process and identify its key components and work products.
3. Explain the structure, operations, and regulatory approaches of the bank and non-bank entities supervised by the CFPB.
4. Describe relevant consumer compliance laws and regulations relevant to deposit products.
5. Apply examination procedures to ensure compliance with relevant consumer compliance laws and regulations.
6. Describe the purpose, coverage, and types of data collected under the Home Mortgage Disclosure Act (HMDA).
7. Verify a loan application register (LAR).
8. Accurately cite and document violations of consumer compliance regulations.
9. Identify and utilize regulation reference materials and other CFPB recommended exam assistance tools.

Lending Principles introduces Examiners to consumer and non-consumer/commercial loans, mortgage origination and servicing, debt collection, and credit reporting. Relevant examination procedures, laws and regulations, and exam tools are also introduced.

Upon completion of Lending Principles, learners should be able to:

1. Identify the basic characteristics of consumer and non-consumer/commercial loans.
2. Identify exam procedures and appropriate processes based on exam scope.
3. Identify and describe the consumer financial protection regulations that apply to lending products.
4. Apply appropriate exam procedures and processes based on lending product type.
5. Accurately perform manual calculations required by applicable exam procedures and regulations.
6. Identify and utilize CFPB recommended exam assistance tools, including Compliance Manager, RESPA Auditor, APRWIN Calculator, HP12cCalculator, and automated spreadsheets.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 04/01/2012	2. CONTRACT NO. (If any): CFP-12-D-00007
3. ORDER NO.: 0001	4. REQUISITION/REFERENCE NO.: CFP-90100-12-0027

5. ISSUING OFFICE (Address correspondence to)
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: G4S INTEGRATED FACILITIES SRVCS LLC
b. COMPANY NAME:
c. STREET ADDRESS: 12250 EL CAMINO REAL
SUITE 300
d. CITY: SAN DIEGO | e. STATE: CA | f. ZIP CODE: 92130-3076

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order for the Operation and Maintenance of OCC building located at 1700 G Street transferred from OCC to CFPB effective 04/01/2012. Due to the inability of FPDS-NG to transfer a contract more than one time, a new CFPB Contract number had to Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

$1,700,000.00

17(i) GRAND TOTAL: $1,700,000.00

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SCHEDULE - CONTINUATION | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2012	CFP-12-D-00007	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	be created. Therefore, CFP-12-D-00007 Task Order 0001 is the new contract and Task Order number for the transferred OCC contract TOTS-D-09-D-0002 Task Order 0008. See Attached transfer modification and Contract. Period of Performance: 04/01/2012 to 09/30/2012 Contract being transferred from OCC to CFPB effective April 1st. Contract has one more option period (10/01/12 - 09/30/13) with no increase in annual cost. Contract Value for one year is $3,400,000.00 and amount request covers FY 2012 only.					
0001	CLIN 007AA - Building Management Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0002	CLIN 007AB - HVAC, Plumbing, and Electrical Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0003	CLIN 007AC - Elevator Maintenance Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0004	CLIN 007AD - Maintenance of Auto Controls Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

SCHEDULE - CONTINUATION | 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2012	CFP-12-D-00007	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]					
0005	CLIN 007AE - Maintenance of Interior/Exterior Plants, Lands Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0006	CLIN 007AF - Laborers Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0007	CLIN 007AG - Receiving Clerks (2) Including Loading Dock Man Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0008	CLIN 007AH - Supply Clerk Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
0009	CLIN 007AJ - Building Repairs and Painting Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted]				[redacted]	
	Continued ...					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))				[redacted]	

SCHEDULE - CONTINUATION | 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2012	CFP-12-D-00007	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The total amount of award: $1,700,000.00. The obligation for this award is shown in box 17(i).					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 of 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 10/01/2012	2. CONTRACT NO. (If any): CFP-12-D-00007
3. ORDER NO.: 0002	4. REQUISITION/REFERENCE NO.: CFP-90100-13-0001

5. ISSUING OFFICE (Address correspondence to):
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220

7. TO:
a. NAME OF CONTRACTOR: G4S INTEGRATED FACILITIES SRVCS LLC
b. COMPANY NAME:
c. STREET ADDRESS: 4800 OVERTON PLAZA SUITE 380
d. CITY: FORT WORTH | e. STATE: TX | f. ZIP CODE: 76109-4435

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order 0002 for the Operation and Maintenance of the CFPB Headquarters building located at 1700 G Street Period of Performance: 04/01/2012 to 09/30/2013 Continued ...					

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME: ARC/ASD/CFP		$3,500,000.00	
	b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV		$3,500,000.00	17(i) GRAND TOTAL
	c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SCHEDULE - CONTINUATION | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2012	CFP-12-D-00007	0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	CLIN 007BA - Building Management Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0002	CLIN 007BB - HVAC, Plumbing, and Electrical Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0003	CLIN 007BC - Elevator Maintenance Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0004	CLIN 007BD - Maintenance of Auto Controls Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0005	CLIN 007BE - Maintenance of Interior / Exterior Plants Landscape Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

SCHEDULE - CONTINUATION | 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2012	CFP-12-D-00007	0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013					
0006	CLIN 007BF - Laborers Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0007	CLIN 007BG - Receiving Clerks (2) Including Loading Dock Person Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0008	CLIN 007BH - Supply Clerk Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013				[redacted]	
0009	CLIN 007BI - Building Repairs and Painting Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2 541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX X-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

SCHEDULE - CONTINUATION | 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2012	CFP-12-D-00007	0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0010	CLIN 007BJ - Miscelaneous Reimbursable Labor for Building Management Award Type: Labor-hour Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2541-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2012 to 09/30/2013 The total amount of award: $3,500,000.00. The obligation for this award is shown in box 17(i).				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 18

IMPORTANT: Mark all packages and papers with contract and/order numbers.

1. DATE OF ORDER: 10/01/2013	2. CONTRACT NO. (If any): CFP-12-D-00007
3. ORDER NO: 0003	4. REQUISITION/REFERENCE NO.: CFP-90100-14-0011

5. ISSUING OFFICE (Address correspondence to):
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552

7. TO:
a. NAME OF CONTRACTOR: G4S INTEGRATED FACILITIES SRVCS LLC
b. COMPANY NAME:
c. STREET ADDRESS: 4800 OVERTON PLAZA SUITE 380
d. CITY: FORT WORTH | e. STATE: TX | f. ZIP CODE: 76109-4135

f. SHIP VIA:

8. TYPE OF ORDER
a. PURCHASE — REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated
X b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es)):
a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone
f. SERVICE-DISABLED VETERAN-OWNED g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order 0003 for the Operation and Maintenance of the CFPB Headquarters Building Located at 1700 G Street Period of Performance: 04/01/2012 to 05/31/2014 Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO | 17(h) TOTAL (Cont pages)

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/CFP — $2,333,333.26
SEE BILLING INSTRUCTIONS ON REVERSE
b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328
17(i) GRAND TOTAL — $2,333,333.26

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SCHEDULE - CONTINUATION | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2013	CFP-12-D-00007	0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Renewal Option Period Four for building facilities maintenance and building management services at 1700 G Street. Building Management Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0002	HVAC, Plumbing and Electricial Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0003	Elevator Maintenance Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0004	Maintenance of Auto Controls Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

SCHEDULE - CONTINUATION | 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2013	CFP-12-D-00007	0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0005	Maintenance of Interior/Exterior Plants Landscape Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0006	Laborers Accounting Info: CFP5577DEXXXXXX-2014-61000001-252004-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0007	Receiving Clerks (2) including load dock manager Accounting Info: CFP5577DEXXXXXX-2014-61000001-252004-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0008	Supply clerk Accounting Info: CFP5577DEXXXXXX-2014-61000001-252004-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
REVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

SCHEDULE - CONTINUATION | 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/01/2013	CFP-12-D-00007	0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0009	Building Repairs and Painting Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014				[redacted]	
0010	Reimbursable work under building repairs Accounting Info: CFP5577DEXXXXXX-2014-61000001-254001-C FP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-X XXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXX XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 10/01/2013 to 05/31/2014 The total amount of award: $2,333,333.26. The obligation for this award is shown in box 17(i).				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))				[redacted]	

TASK ORDER 0003

G4S Facility Services Building Management

1.0 **BACKGROUND.** The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau ("CFPB" or the "Bureau") to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial market-place, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

2.0 **PURPOSE/SCOPE:** The objective of Task Order 003 is to provide services related to the complete operations, maintenance, and repair of the CFPB Headquarters' facility. These services could include, but are not limited to landscaping, tree trimming, elevator inspection and maintenance services, fire alarm maintenance and protection systems, locksmith services, roofing repairs, plumbing and pipefitting, electrical including high/low voltage systems and utility service, energy management control systems (EMCS), all mechanical, operations, maintenance and repair of building systems, heating/ventilation/air conditioning (HVAC), audio-visual set up, office movers, shipping and supply clerks, rental of trucks as needed, carpentry, masonry, painting, maintenance and repair of surface areas, fire alarm maintenance/testing and repair, sprinkler maintenance/testing and repair.

3.0 **SUMMARY OF REQUIREMENTS.** At a minimum, the Contractor shall take all steps and measures that would be taken by a prudent building owner to maximize the life expectancy of the property and ensure that qualified operating personnel are on duty to meet the time requirements in compliance with the approved operation plans.

- Building Management (administrative support, help desk, technical guidance/studies/analyses, coordination of facility access)
- HVAC, Plumbing, and Electrical Operations, Maintenance, and Repairs (also includes fire suppression systems and devices)
- Elevator Maintenance
- Automatic Controls (Automated energy management and fire alarm systems)
- Maintenance of Interior and Exterior Plants
- Laborers, Receiving Clerk, Supply Clerk, Material Transportation
- Building Repairs/Tenant Improvements

4.0 **PERIOD OF PERFORMANCE.** The estimated period of performance of this Task Order shall be from October 1, 2013 to May 31, 2014.

5.0 **TASK ORDER TYPE.** This will be a hybrid Task Order, Firm-Fixed Price and Labor Hour.

6.0 **SECURITY/CONFIDENTIALITY.**

6.1 The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information acquired by the contractor pursuant to the performance of the contract shall not be disclosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

6.2 Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

6.3 The Contractor will be required to execute a non-disclosure agreement in the form set forth in Attachment 1 to the Request for Proposal, Task Order 003.

7.0 **KEY PERSONNEL.**

7.1 The Vendor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between, 8:30 a.m. to 5:00p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

7.2 The contractor shall submit a written request to the COR at least 10 business days prior to a substitution of key personnel assigned to each call. The contractor shall include the

circumstances necessitating the proposed replacement of the key personnel and shall provide the name and resume of the proposed replacement. Replacements shall possess equal or greater qualifications than those they are replacing and shall be approved by the COR. The Contracting Officer will decide any disagreements regarding the substitution of any key personnel.

7.3 A Project Manager is also designated as Key Personnel for the purposes of supporting this Task Order.

7.4 Contractor's Proposed Key Personnel for this Task Order are:

Contract Manager	
Name	
Office Number	
Cell Number	
Email Address	

Project Manager	
Name	
Office Number	
Cell Number	
Email Address	

8.0 **DATA RIGHTS.** The Government has unlimited rights to all documents/material produced under this order. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

9.0 **ORGANIZATIONAL CONFLICT OF INTEREST.** Contractor and subcontractor personnel performing work under the contract may receive or have access to or participate in the development of proprietary information. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be

acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

10.0 CONTRACTOR ON-SITE PERSONNEL.

10.1 The Bureau shall provide workstations in the designated Government facility for contractor personnel to include the following:

- Workspace;
- Telephone; and
- One (1) PC with connectivity to the Government's Consumer Response wide area network and standard office software.

10.2 The contractor shall provide on request real time reports on contractor performance. Reports shall be consistent with industry standard reporting.

10.3 The Government shall provide Information Technology staff support on site to assist with the operation and connectivity of the Government software.

10.4 The Government will be on-site with program technical advisor/coordinator to support daily activities.

10.5 The Government will ensure an appointed Federal employee Project Officer with oversight responsibilities for contracted activities.

10.6 The Government will determine the hours of operation, may adjust daily according to Government needs and will provide a 24-hour notification to Contractor of such changes.

10.7 The contractor shall not conduct employee terminations or removals in CFPB-owned or leased space.

11.0 PHYSICAL SECURITY. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period,

government facilities, equipment, and materials shall be secured.

12.0 QUALITY ASSURANCE.

- The Government's Project Officer and/or COR will establish periodic meetings or conference calls with the contractor and/or their representatives to monitor performance and ensure specific task orders are accomplished.

- The Government's Project Officer and/or COR will review the vendor payment schedules prior to submission to the Government Finance office to validate the total hours.

13.0 CONTRACTOR PERSONNEL SECURITY.

13.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL. All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks. At a minimum, personnel security clearance is required for all contractor personnel (includes subcontractor personnel) who are:

a) Working on-site; or
b) Accessing Bureau systems; or
c) Accessing Bureau data; or
d) Representing the Bureau in an official capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria must be a United States citizen and be able to pass a Government background investigation, if required, by the CFPB. During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations

applicable to that site. The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens.

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

13.2 FAR 52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under the contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.
(2) Upon completion of the contractor employee's employment.
(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

14.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

14.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

14.2 The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov . Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

14.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

14.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov .

14.5 Overpayments.

14.5.1 In accordance with FAR 52.212-4, section (i)5, overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT).

This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

14.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

15.0 PAYMENT SCHEDULE. Payment for services under this Task Order may be requested at the end of the month following the performance of the work.

16.0 LANGUAGE REQUIREMENTS. Contractor personnel assigned to perform tasks under the Task Order must be able to read, write, speak, and understand the English language.

17.0 PUBLIC RELEASE OF CONTRACT. CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS.

18.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

18.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S OFFICE OF THE INSPECTOR GENERAL (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil or http://www.arnet.gov/far.

FAR 52.232-1, PAYMENTS (APR 1984)
FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

NON-DISCLOSURE AGREEMENT

CFP-12-D-00007, TO 003, G4S Facility Services Building Management

Conditional Access to Sensitive But Unclassified or Controlled Unclassified Information Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing building management services under this contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting

to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name (Print) Date

_____
Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____
Consumer Financial Protection Bureau Date

ORDER FOR SUPPLIES OR SERVICES | PAGE 1 OF PAGES 6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/27/2012	2. CONTRACT NO. (If any): CFP-12-Z-00021
3. ORDER NO.: 0001	4. REQUISITION/REFERENCE NO.: CFP-90300-12-0047
5. ISSUING OFFICE (Address correspondence to): CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	6. SHIP TO: a. NAME OF CONSIGNEE: Multiple Destinations b. STREET ADDRESS: c. CITY / d. STATE / e. ZIP CODE:
7. TO: a. NAME OF CONTRACTOR: GENERAL DYNAMICS INFO TECH INC. b. COMPANY NAME: c. STREET ADDRESS: 3211 JERMANTOWN RD d. CITY: FAIRFAX / e. STATE: VA / f. ZIP CODE: 22030-2844	f. SHIP VIA: 8. TYPE OF ORDER __ a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. X b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
9. ACCOUNTING AND APPROPRIATION DATA: See Schedule	10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION
11. BUSINESS CLASSIFICATION (Check appropriate box(es)): __ a. SMALL __ b. OTHER THAN SMALL __ c. DISADVANTAGED __ d. WOMEN-OWNED __ e. HUBZone __ f. SERVICE-DISABLED __ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM __ h. EDWOSB	12. F.O.B. POINT: Destination
13. PLACE OF: a. INSPECTION: Destination / b. ACCEPTANCE: Destination	14. GOVERNMENT B/L NO. / 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) / 16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-35F-4357D Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-183201-CFP9030000-3151-00 0000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/27/2012 to Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME: ARC/ASD/APB			$1,312,392.00
SEE BILLING INSTRUCTIONS ON REVERSE — b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV			17(i) GRAND TOTAL
c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	$1,312,392.00

22. UNITED STATES OF AMERICA BY (Signature): [signature]

23. NAME (Typed): ELIE STOWE
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/27/2012	CFP-12-Z-00021	0001

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	06/30/2017					
0001	Information Technology Software, Hardware, Firmware, and associated services in accordance with the attached Schedule. Period of Performance: 09/27/2012 to 06/30/2013 The total amount of award: $1,312,392.00. The obligation for this award is shown in box 17(i).				1,312,392.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$1,312,392.00	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

CFP-12-Z-00021, Business Intelligence ToolBPA Call 0001 Price List

CLIN	Labor Category	Qty	Unit	Rate	Total
BASE PERIOD - AWARD - 30 JUNE 2013					
0001	**Installation Services**				
	Project Management				
	Program Manager		HR		
	Sr. Program Mgt Specialist		HR		
	Program Mgt Specialist		HR		
	Quality Assurance/IV&V Analyst		HR		
	System Design				
	Sr. Functional Analyst/Specialist		HR		
	Configuration Mgt Spec		HR		
	Software Architect		HR		
	Technical Expert Level 3		HR		
	Technical Editor		HR		
	System Architecture				
	Sr. Principal Systems Engineer		HR		
	Software Engineer		HR		
	Sr. Principal Systems Engineer		HR		
	Software Architect		HR		
	Technical Expert Level 3		HR		
	Technical Expert Level 3		HR		
	Technical Editor		HR		
	Principal Network Engineer		HR		
	Deployment Plan				
	Software Engineer		HR		
	Sr. Principal Systems Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Expert Level 3		HR		
	Technical Editor		HR		

FOIA Exemption B4
Contractor Proprietary

FOIA Exemption B4
Contractor Proprietary

FOIA Exemption B4
Contractor Proprietary

CFP-12-Z-00021, Business Intelligence ToolBPA Call 0001 Price List

CLIN	Labor Category	Qty	Unit	Rate	Total
BASE PERIOD - AWARD - 30 JUNE 2013					
0001	**Integration & Test**				
	Pre-Install Check Out				
	Sr. Principal Systems Engineer		HR		
	Principal Network Engineer		HR		
	Technical Editor		HR		
	Software Depolyment				
	Sr. Principal Systems Engineer		HR		
	Principal Network Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Expert Level 3		HR		
	Software Engineer		HR		
	Sr. Software Engineer		HR		
	System Configuration				
	Sr. Principal Systems Engineer		HR		
	Principal Network Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Expert Level 3		HR		
	Software Engineer		HR		
	Sr. Software Engineer		HR		
	System Integration Testing				
	Sr. Principal Systems Engineer		HR		
	Principal Network Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Expert Level 3		HR		
	Software Engineer		HR		
	IA Assesment				
	Principal Information Engineer		HR		
	Principal Network Engineer		HR		
	As-Built Drawings				
	Sr. Principal Systems Engineer		HR		
	Principal Network Engineer		HR		
	Technical Editor		HR		

FOIA Exemption B4
Contractor Proprietary

FOIA Exemption B4
Contractor Proprietary

FOIA Exemption B4
Contractor Proprietary

CFP-12-Z-00021, Business Intelligence ToolBPA Call 0001 Price List

FOIA Exemption B4
Contractor Proprietary

CLIN	Labor Category	Qty	Unit	Rate	Total
BASE PERIOD - AWARD - 30 JUNE 2013					
0001	**Operational Evaluation**	[redacted]		[redacted]	[redacted]
	Software Architect		HR		
	Configuration Mgt Spec		HR		
	Principal Testing & Validation Spec		HR		
	System Test Plans				
	Principal Testing & Validation Spec		HR		
	Software Architect		HR		
	Software Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Editor		HR		
	Operational Testing				
	Principal Testing & Validation Spec		HR		
	Software Architect		HR		
	Software Engineer		HR		
	Technical Expert Level 3		HR		
	Technical Editor		HR		
	Training & Logistics				
	Pilot Program Plan				
	Sr. Functional Analyst/Specialist		HR		
	Software Engineer		HR		
	Technical Expert Level 3		HR		
	Software Architect		HR		
	Technical Editor		HR		
	Principal Network Engineer		HR		
	Other Direct Costs Subject to Contracting Officer Approval. This is a Not-To-Exceed Amount				[redacted]
0002	**Software Licenses (Perpetual, non-exclusive)**	[redacted]		[redacted]	[redacted]
0002AA	Tableau Desktop		each		
0002AB	Tableau Desktop Professional		each		
0003	**Software Maintenance (services)**				
0003AA	24/7 Live Support		NSP	NA	
0004	**Training**				
0004AA	Initial Session		each	[redacted]	[redacted]
0004AB	Follow-on Session		each		

FOIA Exemption B4
Contractor Proprietary

$1,312,392.00

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/30/2013	2. CONTRACT NO. (If any): TPDCFPBPA130019
3. ORDER NO.: 0001	4. REQUISITION/REFERENCE NO.: CFP-90300-13-0056

5. ISSUING OFFICE (Address correspondence to)
Bureau of Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: C. Gropp
Parkersburg WV 26101

6. SHIP TO.
a. NAME OF CONSIGNEE: CFPB
b. STREET ADDRESS: Attn: Mr. Zach Brown
1700 G Street NW
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20552-0003
f. SHIP VIA

7. TO.
a. NAME OF CONTRACTOR: GENERAL DYNAMICS INFO TECH INC.
b. COMPANY NAME
c. STREET ADDRESS: 3211 JERMANTOWN RD
d. CITY: FAIRFAX | e. STATE: VA | f. ZIP CODE: 22030-2844

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
See Schedule

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		09/30/2014	NET 30 PROMPT PAY

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-35F-4357D The purpose of this Labor-Hour (LH) Blanket Purchase Agreement (BPA) Call is for Cybersecurity Program and Analysis Support Services; specifically, Cyber Threat Monitoring, Response & Analysis Support; Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

$2,316,123.30

17(i) GRAND TOTAL: $2,316,123.30

22. UNITED STATES OF AMERICA BY (Signature): Lisa R. Stanley

23. NAME (Typed): LISA R. STANLEY
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

21392

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO	ORDER NO.
09/30/2013	TPDCFPBPA130019	0001

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Configuration and Vulnerability Scanning; Cyber Threat Intelligence; Security Systems and Tool Administration; and Security Application Development and Data Management Support, for the Consumer Financial Protection Bureau (CFPB) in accordance with the attached BPA Call 0001 Performance Work Statement (PWS). All terms, conditions and clauses of the multiple-award BPA and GS-35F-4357D apply to this BPA Call. Vendor POC: [redacted] Telephone: [redacted] E-mail: [redacted]@gdit.com FOIA Exemption B4 Contractor Proprietary Government POC/COR: Zach Brown Telephone: 202-435-7121 E-mail: zachary.brown@cfpb.gov Government Alternate POC/COR: Nellisha (Nelly) Ramdass Telephone: 202-435-7782 E-mail: nellisha.ramdass@cfpb.gov Payment Terms: Payments are to be made monthly in arrears. Any questions related to this BPA Call will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the BPA number and BPA Call number, in the subject line. Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP9030000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/30/2013 to 09/30/2014					
0001	CYBERSECURITY & PROGRAM ANALYSIS SUPPORT Continued ...				2,316,123.30	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$2,316,123.30	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO	ORDER NO
09/30/2013	TPDCFPBFA130019	0001

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SERVICES The number of labor hours worked may vary for the following labor categories and rates; however, the maximum dollar value of this line item shall not be exceeded. Sr. Program Manager/[redacted] Technical Expert 2/$[redacted] Sr. Computer Security Specialist/[redacted] Sr. Systems Engineer/$[redacted] Sr. Computer Systems Analyst/[redacted] Sr. Software Engineer/[redacted] Staff Software Engineer/[redacted]			FOIA Exemption B4 Contractor Proprietary		
0002	CYBERSECURITY & PROGRAM ANALYSIS SUPPORT SERVICES - OPTIONAL LINE ITEM This is an optional line item to be exercised, if and when, FY14 funds become available. If exercised, the number of labor hours worked may vary for the following labor categories and rates; however, the maximum dollar value of this line item shall not be exceeded. Sr. Program Manager/[redacted] Technical Expert 2/$[redacted] Sr. Computer Security Specialist/[redacted] Sr. Systems Engineer/[redacted] Sr. Computer Systems Analyst/[redacted] Sr. Software Engineer/[redacted] Staff Software Engineer[redacted] Amount: [redacted](Option Line Item) The total amount of award: $2,395,203.60. The obligation for this award is shown in box 17(i).			FOIA Exemption B4 Contractor Proprietary	0.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

SUPPLEMENTAL TERMS, CONDITIONS AND CLAUSES

The supplemental terms, conditions and clauses of the BPA apply.

CONSUMER FINANCIAL PROTECTION BUREAU

BPA CALL 0001 PERFORMANCE WORK STATEMENT

CYBERSECURITY PROGRAM & ANALYSIS SUPPORT SERVICES

1.0 BACKGROUND

The CFPB seeks Contractor support to establish, manage, and operate a CFPB Cybersecurity program that satisfies the demand for Cybersecurity services, establishes a secured environment for infrastructure and applications, and ensures the Bureau achieves and maintains information security compliance.

2.0 SCOPE

The purpose of this Call is to obtain Contractor services to support the Cybersecurity program.

3.0 TASKS

The Contractor shall provide high quality technical, engineering, analytical, and planning support to achieve the requirements of this Call. As determined by the CFPB, the Contractor shall be required to interface with system integration contractors, equipment manufacturers, various CFPB entities and other U.S. Government organizations.

The Contractor shall perform the following tasks necessary to build and operate a Cybersecurity program including but not limited to the areas outlined below.

3.1 Cyber Threat Monitoring, Response & Analysis Support (GDIT's proposed task area 3.8)

The CFPB Computer Security Incident Response Team (CSIRT) provides an operational incident response capability to identify and analyze cyber threats to the Bureau.

Cyber threat monitoring, analysis, and response shall be performed 24x7x365. Active online support shall be provided Monday through Friday from 8am-8pm EST. All other hours shall be supported on a rotating on-call basis. Automated notification will be established to notify the on-call analyst of a potential threat in need of analysis.

The Contractor shall identify and attend threat briefings, and any team member supporting CFPB shall maintain a minimum clearance of Top Secret. The contractor shall provide qualified and certified staff to be able to accomplish these tasks.

Examples of relevant certifications include CISSP, GCIH, GRE, and EnCE. The proposed staff shall have a demonstrated expertise in full packet analysis, IDS/IPS management, Linux, Windows, and/or Mac operating systems, a working understanding of a scripting language such as Perl or Python, and competency with SQL.

Deliverables:
- Monitoring Reports and Analysis
- Monthly Incident Report

3.2 Configuration and Vulnerability Scanning (GDIT's proposed task area 3.9)

The Contractor shall validate compliance to the CFPB standard IT configuration baselines for each platform, identify mitigations for non-compliance, and where required perform these mitigations.

Additionally, the Contractor shall perform recurring operational scanning to identify any operational configuration modifications. Where deviations are identified, the Contractor shall support the CFPB to identify mitigations for non-compliance, and where required perform these mitigations.

The scope of operating system (OS) scanning will include patch status, open ports and services, as well as other configurations identified in the CFPB baseline. Where no baseline exists, the Contractor shall support the CFPB in their creation and maintenance.

Additionally, the Contractor shall support scanning and testing at the application level and will be performed following the same mode – prior to production implementation and recurring scans on production systems.

The scope of application scanning shall include compiled application testing and database scanning.

A large portion of the CFPB architecture is cloud-based. The Contractor shall take into account any challenges introduced due to the architecture and make recommendations for improvements where needed.

Deliverables:
- Cybersecurity Dashboard
- Daily updates to dashboard
- Monthly Vulnerability Report

3.3 Cyber Threat Intelligence (GDIT's proposed task area 3.10)

The contractor will support the CFPB CSIRT in identifying an evolving threat profile for the Bureau by integrated review of open source, cyber threat intelligence from various intelligence sources such as DHS/US-CERT, other government agencies, and various open source providers.

The Contractor shall be responsible for the identification of compromised hosts, IPs and domains; malicious code threats; and new attack methods.

The cyber threat intelligence resource will identify new methods of threat detection. Threat reports will be generated on a regular basis for briefing to upper management.

CFPB plans to have classified work space and network access up to the Secret level located onsite. Work performed under this task will be located onsite at the CFPB with some limited remote access.

Deliverable:
- Monthly Threat Report

3.4 Security Systems and Tool Administration (GDIT's proposed task area 3.11)

The Contractor shall support the CFPB in the planning, integration, deployment and administration of security tools and technologies.

All activities will be performed with tools, techniques, and processes as defined by the CFPB, and where these tools, techniques, and processes do not exist, the Contractor shall support the CFPB in their creation and maintenance.

The CFPB focuses on open source or custom developed tools and automation of most administration activities.

A detailed knowledge of a scripting language (example: Perl or Python) is required with experience at lower level languages (example: C or C++) preferred.

Deliverable:
- Security Systems Administration Standard Operating Procedures (SOP)

3.4 Security Application Development and Data Management Support (GDIT's proposed task area 3.12)

The Contractor shall work closely with the CFPB application development team and shall provide technical coding expertise on a variety of languages and platforms including Hadoop, MongoDB, PHP, Javascript, Windows, and Unix (C, C++, and Java) in order to develop security solutions utilized by the CFPB CSIRT.

3.4.1 Security Applications and Tools

Contractor security application development shall entail development, documentation, implementation, and administration of tools, appliances, and monitoring infrastructure required for CSIRT activities including capture, correlation, and analytics for large volumes of audit logs, network and event information, as well as other security data.

The Contractor shall be responsible for performing work in line with CFPB's Systems Development Lifecycle including requirements analysis, design/architecture, development, testing, and production implementation. During requirements analysis, the contractor (in conjunction with the CFPB Program Management component) shall also provide information for build vs. buy analysis including a preference for cloud solutions where objectives can be met while gaining cost and scale efficiencies.

The Contractor shall also be responsible for system design and architecture to ensure systems can be optimally integrated within the CFPB environment to ensure systems achieve their intended purpose. System architecture shall include all application tiers including the data tier and data warehouse. Data warehouse architecture shall align with system and business objectives optimizing performance of searching, data analytics, and reporting.

Upon production implementation the Contractor shall provide support for administration, enhanced functionality and bug fixes.

3.4.2 Data Management

The Contractor shall also provide a Security Data Architect who is responsible for the architecting of the cybersecurity data warehouse. The Data Architect shall be responsible for the determination of data storage solutions and optimization of storage schemas. That Data Architect shall be well versed in both traditional relational databases such as Oracle and MySQL as well as NoSQL solutions such as MongoDB and Hadoop.

All software and tools developed under this Call are the property of the U.S. Government and the Contractor shall retain no right to the products developed, written, designed or otherwise created.

Deliverables:
- Weekly Open Source Intelligence Report
- Custom Application Source Code

4.0 PERIOD OF PERFORMANCE

The period of performance for this BPA Call is one (1) 12-month period.

5.0 DELIVERABLES

The following deliverables are required under this Call and shall be submitted to the Contracting Officer's Representative (COR) in an electronic format using any Microsoft Office Suite of products or through an online application.

5.1 Weekly Status Reports – The contractor shall electronically submit a Weekly Status Report to the COR each Friday by 1700 (5:00pm ET). The Weekly Status Report shall contain the below required information for the week ending on the submission Friday. The Weekly Status Report shall contain, at a minimum, the following information:

- Work accomplishments;
- Hours worked;
- Issues and resolutions;
- Planned activities for the following week; and
- Any issues/risks that may impact the quality or planned milestones.

5.2 Monthly Status Reports – The contractor shall electronically submit a Monthly Status Report on the last Friday of each month by 1700 (5:00pm ET) that summarizes the activities performed and deliverables submitted during that reporting period. Additionally, the Monthly Status Report shall contain a financial overview of the Call including invoiced and remaining amounts to date.

5.3 Quality Control Plan (QCP) - The Contractor is not required to establish a QCP for this BPA Call.

5.4 The Contractor shall provide, to the COR, the deliverables listed in the below table by the applicable due dates at the applicable Acceptable Quality Levels (AQLs).

Schedule of Deliverables			
Title	**Section Ref.**	**Due**	**Acceptable Quality Level**
Weekly Status Reports	5.1	Weekly (Friday)	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET
Monthly Status Reports	5.2	Monthly (last Friday)	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET
Meeting Minutes		Within 24 hours of meeting	Accurate and complete information, free from major grammatical errors; delivery within 1 business day of meeting
Monitoring Reports and Analysis	3.1	Weekly	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET Friday
Monthly Incident Report	3.1	Monthly	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET on last Friday
Cybersecurity Dashboard	3.2	Within 4 months of award	Contains required functionality and provides accurate information as determined by customer testing; delivery by 5pm ET on scheduled day
Daily updates to dashboard	3.2	Daily	Accurate and complete information by 10am ET covering previous day
Monthly Vulnerability Report	3.2	Monthly	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET on last Friday
Monthly Threat Report	3.3	Monthly	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET on last Friday
Security Systems Administration Standard Operating Procedures (SOP)	3.4	Within 3 months of award	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET on scheduled day.
Weekly Open Source Intelligence Report	3.5	Weekly	Accurate and complete information, free from major grammatical errors; delivery by 5pm ET Friday
Custom Application Source Code	3.5	TBD	TBD

6.0 PLACE OF PERFORMANCE

The Contractor shall fulfill the requirements of this BPA Call at the Contractor's site. At the Government's discretion, portions of work may be performed on-site at the Government's location.

7.0 CONTRACT TYPE

The pricing structure for this BPA Call is Labor-Hour.

8.0 TRAVEL

Travel is not applicable to this BPA Call.

9.0 – 16.0

Refer to the BPA Performance Work Statement for Sections 9.0 – 16.0.

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90300-13-0018	1	13

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS-35F-0290X	12/01/2012	TPDCFD13K0015		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	c. OFFER DUE DATE/LOCAL TIME
	ALAN DOTSON		

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR
Bureau of Public Debt Division of Procurement Avery 5F 200 Third Street Attn: C. Gropp Parkersburg WV 26101	BPD-CGROPP	☒ UNRESTRICTED OR ☐ SET ASIDE ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) NAICS: 511210 SIZE STANDARD: $25.0	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐	13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP
	NET 30 PROMPT PAY		

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFPB Attn: Mr. Cesar Carvajal 1700 G Street NW Washington DC 20552-0003	CFPB	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
GTSI CORP. 2553 DULLES VIEW DRIVE SUITE 100 HERNDON VA 20171-5219 TELEPHONE NO.	107939357		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA FSS NO. GS-35F-0290X The Bureau of the Public Debt (BPD) on behalf of the Consumer Financial Protection Bureau (CFPB) is hereby issuing this firm-fixed-price (FFP) delivery order (DO) for a Microsoft (MS) Enterprise Agreement (EA). Vendor POC: [redacted] Telephone: E-mail: *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
See schedule	$427,372.27

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Tammie S. Johnson

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		TAMMIE S. JOHNSON	11/29/12

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Government POC/COR: Mr. Cesar Carvajal Telephone: 202-435-7659 E-mail: cesar.carvajal@cfpb.gov Government Alternate POC/COR: Mr. Michael Kern Telephone: 202-435-7001 E-mail: michael.kern@cfpb.gov Supplemental Terms, Conditions and Clauses are attached hereto and hereby incorporated. Invoices are to be paid as a product Net 30 days from invoice receipt and acceptance. Any questions related to this DO will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the DO number in the subject line. Unit prices for the Base and all Option Periods, as detailed on pages 12 and 13, remain the same throughout the life of the contract. Accounting Info: CFP5577DEXXXXXX-2013-61000001-310202-CFP9030000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-35F-0290X/TPDCFP13K0015	PAGE 3 OF 13

NAME OF OFFEROR OR CONTRACTOR
GTSI CORP.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 12/01/2012 to 11/30/2015				
0001	BASE YEAR: Microsoft (MS) Enterprise Agreement (EA)				427,372.27
	Period of Performance: 12/01/2012 to 11/30/2013				
0002	BASE YEAR: Microsoft (MS) Enterprise Agreement (EA) True-up This amount is estimated as a 25% increase. Amount: $106,843.07(Option Line Item) Period of Performance: 12/01/2012 to 11/30/2013				0.00
0003	OPTION YEAR 1: Microsoft (MS) Enterprise Agreement (EA) Amount: $427,372.27(Option Line Item) Period of Performance: 12/01/2013 to 11/30/2014				0.00
0004	OPTION YEAR 1: Microsoft (MS) Enterprise Agreement (EA) True-up This amount is estimated as a 25% increase based on the true-up from the previous year of contract performance. Amount: $240,396.91(Option Line Item) Period of Performance: 12/01/2013 to 11/30/2014				0.00
0005	OPTION YEAR 2: Microsoft (MS) Enterprise Agreement (EA) Amount: $427,372.27(Option Line Item) Period of Performance: 12/01/2014 to 11/30/2015				0.00
0006	OPTION YEAR 2: Microsoft (MS) Enterprise Agreement (EA) True-up This amount is estimated as a 25% increase based on the true-up from the previous year of contract performance. Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-35F-0290X/TPDCFP13K0015	4	13

NAME OF OFFEROR OR CONTRACTOR

GTSI CORP.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $407,314.21(Option Line Item) Period of Performance: 12/01/2014 to 11/30/2015 The total amount of award: $2,036,671.00. The obligation for this award is shown in box 26.				

SUPPLEMENTAL TERMS, CONDITIONS & CLAUSES

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this delivery order shall meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above, in addition to the requirements specified in the Specifications, the contractor shall ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this delivery order:

X_____ 1194.21 Software applications and operating systems.
_____ 1194.22 Web-based intranet and internet information and applications.
_____ 1194.23 Telecommunications products.
_____ 1194.24 Video and multimedia products.
_____ 1194.25 Self-contained, closed products.
_____ 1194.26 Desktop and portable computers.
_____ 1194.31 Functional Performance Criteria.
_____ 1194.41 Information, Documentation and Support.

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future."

The contractor shall submit a completed Voluntary Product Accessibility Template (VPAT) for each EIT product provided. By completing the VPAT the contractor represents that the products provided comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the VPAT form. The contractor shall indicate, for each item, whether the product is compliant or noncompliant with the accessibility standards at 36 CFR 1194.

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

All software which is designed to run on Windows Vista or XP desktops must function without modification to the Federal Desktop Core Configuration (FDCC) security configurations developed by the National Institute of Standards and Technology (NIST), the Department of Defense (DoD) and the Department of Homeland Security (DHS). Software and hardware products that are designed to operate in environments other than the FDCC desktop must have a standard configuration guide published on the NIST website, or the vendor must supply a recommended configuration guide for all configurable security settings.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (AUG 2012)

(a) *Definitions*. As used in this clause—
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

The Contractor shall ensure the Delivery Order Number is clearly visible on all shipping/service documents, containers, and invoices.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR and the Alternate COR are identified in the SF1449, block 20.
(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall

demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

CONSUMER FINANCIAL PROTECTION BUREAU

MICROSOFT ENTERPRISE AGREEMENT (EA) SPECIFICATIONS

Base Period		
Product Description	**Part Number (SKU)**	**License Quantity**
Enterprise Products		
EntDsktpwMDOP ALNG LicSAPk MVL	M7D-00005	150
EntDsktpwMDOP ALNG SA MVL	M7D-00008	1,350
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	6VC-01251	785
WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	6VC-01253	715
SysCtrDatactr ALNG LicSAPk MVL 2Proc	T6L-00237	1
Additional Products		
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	34
VisioPro ALNG SA MVL	D87-01159	57
DynCRMCAL ALNG LicSAPk MVL DvcCAL	ZFA-00245	1
DynCRMSvr ALNG LicSAPk MVL	N9J-00523	1
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	1
ExchgSvrEnt ALNG SA MVL	395-02504	1
FrFrntTMGEnt ALNG SAPk MVL 1Proc	4VD-00262	4
PrjctSvr ALNG LicSAPk MVL	H22-00479	1
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	H21-00419	1
VSUltwMSDN ALNG SA MVL	9JD-00053	1
LyncSvrEnt ALNG LicSAPk MVL	6PH-00298	1
SharePointSvr ALNG SA MVL	H04-00268	1
SysCtrStd ALNG LicSAPk MVL 2Proc	T9L-00222	1
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	7JQ-00341	1
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	32
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	P71-01031	5
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	5
WinSvrStd ALNG SA MVL 2Proc	P73-05898	5
Option Period 1		
Product Description	**Part Number (SKU)**	**License Quantity**
Enterprise Products		
EntDsktpwMDOP ALNG LicSAPk MVL	M7D-00005	150
EntDsktpwMDOP ALNG SA MVL	M7D-00008	1,350
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	6VC-01251	785

WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	6VC-01253	715
SysCtrDatactr ALNG LicSAPk MVL 2Proc	T6L-00237	1
Additional Products		
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	34
VisioPro ALNG SA MVL	D87-01159	57
DynCRMCAL ALNG LicSAPk MVL DvcCAL	ZFA-00245	1
DynCRMSvr ALNG LicSAPk MVL	N9J-00523	1
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	1
ExchgSvrEnt ALNG SA MVL	395-02504	1
FrFrntTMGEnt ALNG SAPk MVL 1Proc	4VD-00262	4
PrjctSvr ALNG LicSAPk MVL	H22-00479	1
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	H21-00419	1
VSUltwMSDN ALNG SA MVL	9JD-00053	1
LyncSvrEnt ALNG LicSAPk MVL	6PH-00298	1
SharePointSvr ALNG SA MVL	H04-00268	1
SysCtrStd ALNG LicSAPk MVL 2Proc	T9L-00222	1
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	7JQ-00341	1
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	32
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	P71-01031	5
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	5
WinSvrStd ALNG SA MVL 2Proc	P73-05898	5
Option Period 2		
Product Description	**Part Number (SKU)**	**License Quantity**
Enterprise Products		
EntDsktpwMDOP ALNG LicSAPk MVL	M7D-00005	150
EntDsktpwMDOP ALNG SA MVL	M7D-00008	1,350
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	6VC-01251	785
WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	6VC-01253	715
SysCtrDatactr ALNG LicSAPk MVL 2Proc	T6L-00237	1
Additional Products		
PrjctPro ALNG SA MVL w1PrjctSvrCAL	H30-00238	34
VisioPro ALNG SA MVL	D87-01159	57
DynCRMCAL ALNG LicSAPk MVL DvcCAL	ZFA-00245	1
DynCRMSvr ALNG LicSAPk MVL	N9J-00523	1
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	1

ExchgSvrEnt ALNG SA MVL	395-02504	1
FrFrntTMGEnt ALNG SAPk MVL 1Proc	4VD-00262	4
PrjctSvr ALNG LicSAPk MVL	H22-00479	1
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	H21-00419	1
VSUltwMSDN ALNG SA MVL	9JD-00053	1
LyncSvrEnt ALNG LicSAPk MVL	6PH-00298	1
SharePointSvr ALNG SA MVL	H04-00268	1
SysCtrStd ALNG LicSAPk MVL 2Proc	T9L-00222	1
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	7JQ-00341	1
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	32
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	P71-01031	5
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	5
WinSvrStd ALNG SA MVL 2Proc	P73-05898	5

True-Up:

The contractor, on an annual basis, shall collaborate with CFPB in order to True-Up the EA licenses to account for the total number (quantity) of licenses CFPB added in the previous 12-month period of performance.

True-Up shall consist of an annual reconciliation of all license quantities to align the EA agreement with actual number of licenses deployed over the course of each year of contract performance. Unit prices for the Base and all Option Periods, as detailed below, are hereby incorporated into the contract and shall remain in effect throughout the life of the contract. The license quantities shall be the only variable during the True-Up process. True-Up shall be performed in the period between 60 days prior to and 15 days after the applicable period of performance.

The Government reserves the right to request quantities (true-up) in different amounts than shown on the individual line items at any time during the contract life as long as it is within the overall parameters of the contract.

Unit Prices

Base Year		
Product Description	**Part Number (SKU)**	**Unit Price**
EntDsktpwMDOP ALNG SA MVL	BDPYR1PYMTM7D-00008	$ 197.65
EntDsktpwMDOP ALNG LicSAPk MVL	BDPYR1PYMTM7D-00005	$ 305.97
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	BDPYR1PYMT6VC-01251	$ 16.45
WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	BDPYR1PYMT6VC-01253	$ 12.85
PrjctPro ALNG SA MVL w1PrjctSvrCAL	BDPYR1PYMTH30-00238	$ 166.11
VisioPro ALNG SA MVL	BDPYR1PYMTD87-01159	$ 85.20
DynCRMCAL ALNG LicSAPk MVL DvcCAL	BDPYR1PYMTZFA-00245	$ 262.73
DynCRMSvr ALNG LicSAPk MVL	BDPYR1PYMTN9J-00523	$ 1,316.05
ExchgSvrEnt ALNG LicSAPk MVL	BDPYR1PYMT395-02412	$ 1,513.50
ExchgSvrEnt ALNG SA MVL	BDPYR1PYMT395-02504	$ 648.63
FrFrntTMGEnt ALNG SA MVL 1Proc	BDPYR1PYMT4VD-00262	$ 922.66
PrjctSvr ALNG LicSAPk MVL	BDPYR1PYMTH22-00479	$ 1,840.61
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	BDPYR1PYMTH21-00419	$ 59.97
VSUltwMSDN ALNG SA MVL	BDPYR1PYMT9JD-00053	$ 1,832.24
LyncSvrEnt ALNG LicSAPk MVL	BDPYR1PYMT6PH-00298	$ 1,513.50
SharePointSvr ALNG SA MVL	BDPYR1PYMTH04-00268	$ 788.80
SysCtrDatactr ALNG LicSAPk MVL 2Proc	BDPYR1PYMTT6L-00237	$ 898.51
SysCtrStd ALNG LicSAPk MVL 2Proc	BDPYR1PYMTT9L-00222	$ 329.65
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR1PYMT7JQ-00341	$ 5,137.00
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR1PYMT7NQ-00302	$ 1,339.65
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	BDPYR1PYMTP71-01031	$ 898.47
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	BDPYR1PYMTP71-07281	$ 2,829.93
WinSvrStd ALNG SA MVL 2Proc	BDPYR1PYMTP73-05898	$ 141.24
Option Year 1		
Product Description	**Part Number (SKU)**	**Unit Price**
EntDsktpwMDOP ALNG SA MVL	BDPYR2PYMTM7D-00008	$ 197.65
EntDsktpwMDOP ALNG LicSAPk MVL	BDPYR2PYMTM7D-00005	$ 305.97
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	BDPYR2PYMT6VC-01251	$ 16.45
WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	BDPYR2PYMT6VC-01253	$ 12.85
PrjctPro ALNG SA MVL w1PrjctSvrCAL	BDPYR2PYMTH30-00238	$ 166.11
VisioPro ALNG SA MVL	BDPYR2PYMTD87-01159	$ 85.20
DynCRMCAL ALNG LicSAPk MVL DvcCAL	BDPYR2PYMTZFA-00245	$ 262.73
DynCRMSvr ALNG LicSAPk MVL	BDPYR2PYMTN9J-00523	$ 1,316.05
ExchgSvrEnt ALNG LicSAPk MVL	BDPYR2PYMT395-02412	$ 1,513.50
ExchgSvrEnt ALNG SA MVL	BDPYR2PYMT395-02504	$ 648.63
FrFrntTMGEnt ALNG SA MVL 1Proc	BDPYR2PYMT4VD-00262	$ 922.66
PrjctSvr ALNG LicSAPk MVL	BDPYR2PYMTH22-00479	$ 1,840.61
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	BDPYR2PYMTH21-00419	$ 59.97
VSUltwMSDN ALNG SA MVL	BDPYR2PYMT9JD-00053	$ 1,832.24
LyncSvrEnt ALNG LicSAPk MVL	BDPYR2PYMT6PH-00298	$ 1,513.50

SharePointSvr ALNG SA MVL	BDPYR2PYMTH04-00268	$	788.80
SysCtrDatactr ALNG LicSAPk MVL 2Proc	BDPYR2PYMTT6L-00237	$	898.51
SysCtrStd ALNG LicSAPk MVL 2Proc	BDPYR2PYMTT9L-00222	$	329.65
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR2PYMT7JQ-00341	$	5,137.00
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR2PYMT7NQ-00302	$	1,339.65
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	BDPYR2PYMTP71-01031	$	898.47
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	BDPYR2PYMTP71-07281	$	2,829.93
WinSvrStd ALNG SA MVL 2Proc	BDPYR2PYMTP73-05898	$	141.24

Option Year Two			
Product Description	**Part Number (SKU)**	**Unit Price**	
EntDsktpwMDOP ALNG SA MVL	BDPYR3PYMTM7D-00008	$	197.65
EntDsktpwMDOP ALNG LicSAPk MVL	BDPYR3PYMTM7D-00005	$	305.97
WinRmtDsktpSrvcsCAL ALNG LicSAPk MVL DvcCAL	BDPYR3PYMT6VC-01251	$	16.45
WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	BDPYR3PYMT6VC-01253	$	12.85
PrjctPro ALNG SA MVL w1PrjctSvrCAL	BDPYR3PYMTH30-00238	$	166.11
VisioPro ALNG SA MVL	BDPYR3PYMTD87-01159	$	85.20
DynCRMCAL ALNG LicSAPk MVL DvcCAL	BDPYR3PYMTZFA-00245	$	262.73
DynCRMSvr ALNG LicSAPk MVL	BDPYR3PYMTN9J-00523	$	1,316.05
ExchgSvrEnt ALNG LicSAPk MVL	BDPYR3PYMT395-02412	$	1,513.50
ExchgSvrEnt ALNG SA MVL	BDPYR3PYMT395-02504	$	648.63
FrFrntTMGEnt ALNG SA MVL 1Proc	BDPYR3PYMT4VD-00262	$	922.66
PrjctSvr ALNG LicSAPk MVL	BDPYR3PYMTH22-00479	$	1,840.61
PrjctSvrCAL ALNG LicSAPk MVL DvcCAL	BDPYR3PYMTH21-00419	$	59.97
VSUltwMSDN ALNG SA MVL	BDPYR3PYMT9JD-00053	$	1,832.24
LyncSvrEnt ALNG LicSAPk MVL	BDPYR3PYMT6PH-00298	$	1,513.50
SharePointSvr ALNG SA MVL	BDPYR3PYMTH04-00268	$	788.80
SysCtrDatactr ALNG LicSAPk MVL 2Proc	BDPYR3PYMTT6L-00237	$	898.51
SysCtrStd ALNG LicSAPk MVL 2Proc	BDPYR3PYMTT9L-00222	$	329.65
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR3PYMT7JQ-00341	$	5,137.00
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	BDPYR3PYMT7NQ-00302	$	1,339.65
WinSvrDataCtr ALNG LicSAPk MVL 1Proc	BDPYR3PYMTP71-01031	$	898.47
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	BDPYR3PYMTP71-07281	$	2,829.93
WinSvrStd ALNG SA MVL 2Proc	BDPYR3PYMTP73-05898	$	141.24

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

1. REQUISITION NUMBER	PAGE	OF
CFP-50400-12-0023	1	26

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
TPD-CFP-12-C-0021	09/28/2012		BPD-CFP-12-CI-0010	08/23/2012

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ALAN DOTSON		ET

9. ISSUED BY CODE BPD-CGROPP

Bureau of Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: C. Gropp
Parkersburg WV 26101

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 541511
SIZE STANDARD: $25.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP
	N/30 PROMPT PAY		

15. DELIVER TO CODE CFPB

CFPB
Attn: Mr. Ross Shipe
1700 G Street NW
Washington DC 20552-0003

16. ADMINISTERED BY CODE BPD

Bureau of the Public Debt
Division of Procurement
Administration Branch
Avery 5F
200 Third Street
Parkersburg WV 26101

17a. CONTRACTOR/ OFFEROR CODE 098692374 FACILITY CODE

IMMIXTECHNOLOGY INC.
8444 WESTPARK DR STE 200
MC LEAN VA 22102-5102

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB

ARC/ASD/APB
ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this firm-fixed-price (FFP) award is to provide an Audio Recording Review and Search Tool in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Performance Work Statement (PWS). Vendor POC: Ms. Nicole Nieves Telephone: 571-405-3631 E-mail: nicole_nieves@immixgroup.com Government POC/COR: Mr. Ross Shipe *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
See schedule	$401,615.69

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	Lisa R. Stanley

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
David T. Stewart VP	09/28/12	LISA R. STANLEY	9/28/12

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Telephone: 202-435-9067 E-mail: ross.shipe@cfpb.gov Government Alternate POC/COR: Mr. Matt Teich Telephone: 202-435-7223 E-mail: matthew.teich@cfpb.gov Invoice Terms: License and Maintenance are considered products and invoices shall be paid NET/30 from receipt/acceptance of invoice. All other items shall be paid monthly in arrears. Any questions related to this contract after award will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the contract number in the subject line. Accounting Info: CFP5577SFXXXX-2012-610001-CFP5040000-2512-00000000 -XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/28/2012 to 09/27/2017				
0001	Base Period - Audio Recording Review and Search Tool Refer to Attachment 2 - Price Schedule Obligated Amount: $401,615.69 Continued ...				401,615.69

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0021	3	26

NAME OF OFFEROR OR CONTRACTOR
IMMIXTECHNOLOGY INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/28/2012 to 09/27/2013				
0002	Option Period 1 - Audio Recording Review and Search Tool Refer to Attachment 2 - Price Schedule Amount: [redacted](Option Line Item) Period of Performance: 09/28/2013 to 09/27/2014				0.00
0003	Option Period 2 - Audio Recording Review and Search Tool Refer to Attachment 2 - Price Schedule Amount: [redacted](Option Line Item) Period of Performance: 09/28/2014 to 09/27/2015				0.00
0004	Option Period 3 - Audio Recording Review and Search Tool Refer to Attachment 2 - Price Schedule Amount: [redacted](Option Line Item) Period of Performance: 09/28/2015 to 09/27/2016				0.00
0005	Option Period 4 - Audio Recording Review and Search Tool Refer to Attachment 2 - Price Schedule Amount: [redacted](Option Line Item) Period of Performance: 09/28/2016 to 09/27/2017				0.00
0006	Base Period - Audio Recording Review and Search Tool Option Line Item - License and Maintenance Refer to Attachment 2 - Price Schedule Amount: [redacted](Option Line Item) Period of Performance: 09/28/2012 to 09/27/2013				0.00
0007	Option Period 1 - Audio Recording Review and Search Tool Option Line Item - License and Maintenance Refer to Attachment 2 - Price Schedule Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0021	4	26

NAME OF OFFEROR OR CONTRACTOR
IMMIXTECHNOLOGY INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [redacted](Option Line Item) Period of Performance: 09/28/2013 to 09/27/2014				
0008	Option Period 2 - Audio Recording Review and Search Tool Option Line Item - License and Maintenance Refer to Attachment 2 - Price Schedule Amount: [redacted]Option Line Item) Period of Performance: 09/28/2014 to 09/27/2015				0.00
0009	Option Period 3 - Audio Recording Review and Search Tool Option Line Item - License and Maintenance Refer to Attachment 2 - Price Schedule Amount: [redacted]Option Line Item) Period of Performance: 09/28/2015 to 09/27/2016				0.00
0010	Option Period 4 - Audio Recording Review and Search Tool Option Line Item - License and Maintenance Refer to Attachment 2 - Price Schedule Amount: [redacted]Option Line Item) Period of Performance: 09/28/2016 to 09/27/2017 The total amount of award: $4,504,562.79. The obligation for this award is shown in box 26.				0.00

TERMS, CONDITIONS AND CLAUSES

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above, in addition to the work requirements specified in the Statement of Work, the contractor must ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this contract:

___X___ 1194.21 Software applications and operating systems.
___X___ 1194.22 Web-based intranet and internet information and applications.
_____ 1194.23 Telecommunications products.
_____ 1194.24 Video and multimedia products.
_____ 1194.25 Self-contained, closed products.
_____ 1194.26 Desktop and portable computers.
_____ 1194.31 Functional Performance Criteria
_____ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future."

The contractor shall submit a completed Voluntary Product Accessibility Template (VPAT) for each EIT product and service provided. By completing the VPAT the contractor represents that the products and services provided comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the VPAT form. The contractor shall indicate, for each line item, whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider the entire contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

All software which is designed to run on Windows Vista or XP desktops must function without modification to the Federal Desktop Core Configuration (FDCC) security configurations developed by the National Institute of Standards and Technology (NIST), the Department of Defense (DoD) and the Department of Homeland Security (DHS). Software and hardware products that are designed to operate in environments other than the FDCC desktop must

have a standard configuration guide published on the NIST website, or the vendor must supply a recommended configuration guide for all configurable security settings.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52. 232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe,

any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all

work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the

Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or IPP Production Help desk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see IPP Waiver Attachment). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

Under this contract, the following documents are required to be submitted as an attachment to the invoice:

None applicable.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

The Contractor shall ensure the contract number is clearly visible on all shipping/service documents, containers, and invoices.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The CORs are identified in the SF 1449, block 20.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

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 before the contract expiration date.

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

__ (ii) Alternate I (NOV 2011).

__ (iii) Alternate II (NOV 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting
(DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

_X_ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

_X_ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X_ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).

_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O.13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAY 2012) (41 U.S.C.chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

__ (ii) Alternate I (MAR 2012) of 52.225-3.

__ (iii) Alternate II (MAR 2012) of 52.225-3.

__ (iv) Alternate III (MAR 2012) of 52.225-3.

__ (41) 52.225-5, 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (51)(i) 52.247-64, Preference for Privately Owned

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

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

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

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

((i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

DOCUMENT/EXHIBIT/ ATTACHMENT TITLE
Attachment 1 – Non-Disclosure Agreement
Attachment 2 – Price Schedule
Sales Quotation & License Agreement
IPP Waiver Form

DEPARTMENT OF THE TREASURY
CONSUMER FINANCIAL PROTECTION BUREAU

AUDIO RECORDING REVIEW AND SEARCH TOOL PERFORMANCE WORK STATEMENT

1.0 OVERVIEW / BACKGROUND

On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), which created the Consumer Financial Protection Bureau (CFPB). Under the Act, part of CFPB's mission is to investigate and prosecute violations of Federal consumer financial law, and to prevent unfair, deceptive, or abusive acts and practices in the offer or provision of consumer financial products or services. Enforcement is authorized to employ a range of investigatory tools, including the power to compel documents and electronically stored information ("ESI").

Enforcement expects that audio files will comprise a significant volume ESI produced in the course of an investigation or litigation. Productions of audio files will likely come in high quantities and would require a review team to listen to each file for specific content, where productions can contain millions of audio files of varying durations

2.0 OBJECTIVE

Enforcement seeks a contractor to provide an audio review tool capable of searching through large volumes of audio files by keywords, which will allow for it to efficiently cut down the file sets to responsive files relevant to an investigation.

3.0 TASKS & DELIVERABLES

The contractor shall provide one key engineer and one key project manager to perform the requested installation services and supporting activities required to install and configure the software. The contractor shall also provide one key engineer to provide training and ongoing maintenance and support services of the software. The contractor agrees to exercise best efforts and cooperation to affect an orderly and efficient transition after award.

3.1 SOFTWARE

The appropriate audio review tool must, at minimum, have the ability to:

a. Deploy in a web-based environment;
b. Utilize phonetic searching capabilities and technologies;
c. Accept various audio file formats;
d. Identify discrete audio segments by keyword;
e. Tag responsive files;
f. Utilize load files formats that include CSV, XML, and other open, industry standards;
g. Export tagged files;
h. Share work product amongst reviewers through a common repository;
i. Import large sets of free-standing audio files;
j. Run single searches across all files at once;
k. Capture metadata about files, such as file duration and title;
l. Provide features to simplify and aid in audio file transcription;
m. Export work product and metadata for loading to other document review platforms, including Clearwell and Relativity, or case mapping tools, including CaseMap;and
n. Customize intuitive reports.

3.2 SERVICES

Services include installation of an audio review tool, training, and ongoing support and maintenance.

3.2.1 INSTALLATION

a. Within five (5) business days from the contract award date, the contractor shall initiate a kickoff meeting with Enforcement to plan for the installation, identify roles/responsibilities, and confirm tasks within the scope of the contract.
b. The contractor shall provide adequate and skilled project management to oversee the installation, configuration and stand-up of the audio review solution.

c. The contractor shall provide adequate and skilled technical resources to install the audio review software on designated CFPB servers in both a development and test environment.
d. The contractor shall perform thorough testing, configuration, and any data migration tasks that meet CFPB's performance, technology, privacy, and security standards and approvals throughout the software implementation lifecycle (prior to installation, during development, during production stand-up, and post installation).

3.2.2 TRAINING

a. The contractor shall provide systems administrator training for CFPB technical staff that will manage and oversee the software.
b. The contractor shall provide periodic general training for beginner and casual users of the software.
c. The contractor shall provide a periodic advanced training for power users of the software.

3.2.3 ONGOING SUPPORT AND MAINTENANCE

a. The contractor shall provide ongoing on-site and on-call support to load, quality check, and process related files into the software.
b. The contractor shall provide ongoing on-site and on-call support to CFPB end-users and technical staff to be the first point of contact to answer both functional and technical questions related to the software.
c. The contractor shall provide ongoing maintenance to apply fixes, patches, and upgrades, in alignment with CFPB's configuration management policy, to the installed software.
d. The contractor shall respond to requests directly from software users in a timely manner to quickly remediate issues or problems related to the software.
e. The contractor shall provide 30 hours a week of work for ongoing support and maintenance tasks.

4.0 PERIOD OF PERFORMANCE

The contract period of performance is one (1) 12-month base period plus four (4) 12-month option periods.

5.0 PLACE OF PERFORMANCE

Work will be performed at 1700 G St, NW, 1750 Pennsylvania Ave NW, CFPB's designated data center, and other nearby locations in the Washington DC Metro Area.

6.0 DELIVERABLES AND PROJECT SCHEDULE

Deliverable	Description	Due Date
1. Project Plan	Contractor's work plan outlining the scope, tasks, level of efforts, risks, issues, and dependencies for the desired implementation.	5 business days after award date
2. Project Kick-off Materials	Presentation materials to help facilitate a kick-off session with CFPB stakeholders for the implementation.	5 business days after award date
3. Requirements Document	Functional, technical, and non-functional requirements that align to CFPB desired objectives and technical environment.	To be determined with COR
4. Design Document	Architecture, technical design, and related specifications that outline the scope of the implementation.	To be determined with COR
5. Implementation Plan	Detailed plan that outlines the various stages of software implementation, configuration, environments, and data related to development, test, staging, and production.	To be determined with COR
6. Software Implementation/Launch	Production implementation of software that satisfies all agreed upon requirements.	20 business days after agreed upon initiation date (or to be determined with COR)
7. Runbook/Configuration Document	Detailed documentation that describes the physical specifications of the solution in the	To be determined with COR

	production environment in order to support ongoing configuration, operations, and maintenance	
8. Training Materials	Relevant training materials for in-person training	To be determined with COR
9. Status Reports	Weekly status reports outlining accomplishments, upcoming tasks, risks/issues, and mitigation strategies	The following Monday after award date and every Monday thereafter
10. Other Related Materials	Other related materials (where appropriate), such as security questionnaires, change request forms, and etc. that may be needed as part of the implementation process.	To be determined with COR

7.0 KEY PERSONNEL AND REPLACEMENT PROCESS

The Contractor's Key Personnel are as follows:

Senior Training and Implementation Consultant – This individual has extensive experience working with other federal agencies in deploying the Nexidia solution for regulatory review and oversight. The individual serves to translate the needs and requirements of the CFPB review and incorporate the Nexidia solution into an efficient process within the existing workflow. The specific deliverables this individual will provide include:

- A documented plan to integrate the Nexidia solution into the existing CFPB document review and litigation support process.
- Specific and customized training materials unique to the CFPB Nexidia implementation that will be used in all training programs.
- Delivery of advanced training classes to litigation support staff to train them on how to integrate Nexidia into the rest of the litigation support environment.

Senior Installation and Deployment Engineer – This individual specializes in designing and deploying the Nexidia solution into on-premise environments. Key deliverables for this individual include:

- Participation in all architecture design and review meetings.
- Development of detailed architecture documentation customized to the CFPB.
- Development and implementation of the deployment plan. Based on prior experience, it is expected that this individual will spend a total of two weeks on-site at the CFPB; one week to deploy into the test environment, and a second week to deploy into the production environment.
- Delivery of System Administration training to key CFPB personnel who will need to understand the system functionality from an IT integration perspective.

Support Engineer/Trainer – This individual will provide on-site support 30 hours a week to ensure the smooth operation of the system. Key deliverables for this individual include:

- Daily maintenance and management of the system, including preparing and loading new content for review, managing basic system administration tasks, etc.
- Providing End User training to CFPB personnel as needed.
- Providing Tier 1 end user and technical support, and serving as the bridge to Contractor for all other technical support requests.
- Creating and maintaining the Quality Control Plan and adherence to the Performance Requirements as described in Sections 18 and 19 of the Performance Work Statement.

CFPB reserves the right to request replacement of any personnel who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under this contract is deemed contrary to the best interests of the

Government. The COR will give notice, in writing, to the Contractor POC of such need for substitution. Within twenty-four (24) hours of receipt of notification, the Contractor POC shall provide personnel replacement resumes to the COR. The COR will notify the Contractor POC, in writing, if the Contractor provided replacement personnel is approved. The COR will notify the Contracting Officer (CO) of the approval, and the CO will issue a modification to formally replace the personnel.

The Contractor shall obtain approval from the COR and CO when the Contractor wishes to substitute personnel. The Contractor POC shall notify the COR and CO in writing stating the circumstances necessitating the proposed substitution of the personnel. The Contractor POC shall provide the COR with resumes of proposed replacement personnel for review and approval at least 10 business days prior to replacement.

The Contractor shall demonstrate the qualifications of prospective substitute personnel are at least equal to those of the personnel being replaced. If the COR approves the replacement, the COR will notify the CO, and the CO will issue a modification to formally replace the personnel. The COR reserves the right to disapprove the proposed substitutes and negotiate with the Contractor for an acceptable replacement.

No diversion in personnel shall be made by the Contractor without the written consent of the COR or CO.

Any changes in the subcontracting firm(s) or a subcontractor's personnel shall be approved by the CO after review of the proposed subcontractor's and/or proposed key staff's qualifications.

8.0 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel attending meetings, performing market research, and working in other situations where their Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractor personnel will identify themselves on-site by wearing a security badge indicating they are a Contractor. They shall also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

9.0 RECOGNIZED HOLIDAYS: The Contractor will not report to work on the following holidays:

New Year's Day
Martin Luther King Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

10.0 HOURS OF OPERATION

The contractor is responsible for providing services and support between the hours of 7:30AM – 5:30PM Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

11.0 GOVERNMENT FURNISHED INFORMATION, WORKSPACE AND EQUIPMENT

The CFPB will provide the Contractor with work areas, desks, chairs, data, phones, and communication connections. The CFPB will also provide software and network services (workstations, printer access, email addresses, Internet access, etc.) to be used by the Contractor in the performance of this task order. Additionally, the Contractor will have access to CFPB's current operating environment including the following:

- Operating Systems: Microsoft Windows 7 Enterprise 2009
- Application Software: Microsoft Office Suite Professional Plus 2010
- Relevant Documentation: Other documentation, such as policies, procedures, processes, and etc. that are determined by the COR to be needed for the Contractor to conduct the agreed upon work.

12.0 SECURITY REQUIREMENTS

12.1 CONTRACTOR PERSONNEL SECURITY

Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens or have lawful permanent resident status (at least 3 years or more of US Residency from date of legal entry into the United States).

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1.Completed fingerprint cards
2.Non-disclosure Agreement
3.Fair Credit Reporting Act Release
4.SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the task order until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this task order: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to the contract shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement

within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

f. The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

13.0 CYBERSECURITY/IT SECURITY

13.1 DEFINITIONS

a. Adequate Security. Security that is commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications in use operate effectively and provide appropriate confidentiality, integrity, and availability through the use of managerial, operational, and technical security controls.

b. Availability. To ensure the timely and reliable access to, and use of, information.

c. Confidentiality. Preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.

d. Information Assurance. Information Assurance (IA) are the measures that protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

e. Information Resource. An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.

f. Information System. A discrete set of information resources organized for the collection, processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

g. Information Technology. With respect to the CFPB, information technology means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the CFPB, if the equipment is used by the CFPB directly or is used by a contractor under a contract with the CFPB that requires the use: (i) of that equipment; or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product.

h. Information technology includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

i. Integrity. Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

j. Contractor. Contractors are non-CFPB entities that support the CFPB mission and information systems. These are any individual or other legal entity that (1) directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or (2) conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another contractor.

k. Contractors are classified one of two ways: contracted or shared.

(1) Contracted Contractor. A Contracted Contractor (CSP) is a general term used to refer to outsourced business processes supported by private sector information systems, outsourced information

technologies, or outsourced information services. A CSP performs clearly defined functions for which there are readily identifiable security considerations and needs that are addressed in both acquisition and operations. With the exception of material consequential to the contract, many CSPs conduct operations using Government Furnished Equipment (GFE). However, some CSPs may perform its own purchasing activities independent of government control in which case they would not use GFE.

(2) Shared Contractor. A Shared Contractor (SSP) is another federal agency functioning as a contractor for the CFPB. The CFPB and other federal agency would sign a Memorandum of Understanding (MOU), Interagency Agreement (IAA) or Data Exchange Agreement.

13.2 GENERAL REQUIREMENTS

a. The contractor shall be responsible for adhering to CFPB information technology (IT) security requirements for all information systems connected to a CFPB network or operated by the contractor for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the contractor must have physical or electronic access to CFPB information.

b. CFPB information technology and information assigned to contractors shall remain in the United States. The maintenance, operation, and/or processing of said technology and information must take place, and originate from, within the United States.

c. The contractor shall maintain a complete and accurate inventory of all CFPB-provided information resources. The inventory shall be made available for inspection immediately upon request by the CFPB.

d. The contractor facility hosting CFPB information resources must meet all applicable federal, state, and local zoning, environmental, and building laws and regulations. The facility must include protection against unauthorized access at all hours, including alarms and notification systems should such protection be breached.

e. Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the contractor.

f. The contractor shall ensure that its employees, in the performance of the contract, receive and document annual information security awareness training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 (FISMA) requirements.

g. The contractor shall grant the Government access to any and all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended. These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safeguard CFPB information resources.

h. At the expiration of the contract, the contractor shall return all CFPB information resources provided to, or generated by, the contractor during the period of the contract. The contractor shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).

i. The contractor shall comply with the terms of the Government-furnished property clauses in this contract for any CFPB-issued IT that is lost, stolen, missing, unaccounted for, or damaged.

j. For the purposes of application development, the CFPB encourages and prefers the use of web- based, commercial-off-the-shelf solutions. Web-based applications must be configured to work with multiple browser and operating system types and may not favor one browser type over another.

k. The contractor will adhere to CFPB common security configurations and practices. Security configurations and practices include:

l. The provider of information technology shall certify applications are fully functional and operate as intended on systems using the Federal Desktop Core Configuration (FDCC) and other operating system and application standards.

m. Final acceptance of the product will be based on the CFPB interpretation of the National Institute of Standards and Technology, National Checklist Program Repository (NIST, NCPR). Checklists are available at the NIST, NCPR website. In situations where security configurations are not available for proposed technologies, the CFPB shall provide instruction.

n. The installation, operation, maintenance, and update of software shall not alter any CFPB-accepted or established security configuration.

o. Applications designed for users shall run in standard user context without elevated system administrator privileges.

p. Products specifically designed for the purpose of Information Assurance (IA), and designated as such by the CFPB, are exempt from these common security configuration requirements. Non-GFE IT is exempted by the CFPB on a case-by-case basis.

q. The contractor shall notify the Contracting Officer and the COR within 30 days of any organizational change or impact that may interfere with the full execution of the information security requirements under the contract.

r. Throughout the term of the contract, should the contractor deliver a product or provide a service that does not meet (and maintain) these information security requirements the contractor, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

13.3 ADDITIONAL REQUIREMENTS

a. The contractor shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's Contractor Self-Assessment prior to or concurrent with the execution of the contract.

b. The contractor shall maintain a computing environment with adequate security at all times. This includes, but is not limited to, the description and documentation of the processes and procedures that will be followed to ensure the security of IT resources that are developed, processed, transmitted, used, or maintained under this contract and comprehensive technical testing of the contractor's computing environment by the CFPB.

c. Prior to the execution of the contract, the CFPB may validate adequate security controls in the contractor environment. When a validation is required, the validation will be conducted by the CFPB as part of an on-site inspection process.

d. The contractor agrees to demonstrate, to personnel authorized by the CFPB, the technical, operational, and management safeguards that protect the confidentiality, integrity, and availability of CFPB information that it develops, processes, transmits, uses, or maintains during the execution of this contract.

e. The on-site inspection serves to ensure the computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, FIPS Publications 199 and 200, and Department of the Treasury Directive 85-01. Copies of these documents are maintained by the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.

f. The contractor must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the contractor's site (including any information stored, processed, or transmitted using the contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

g. The contractor may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by the contract as deemed necessary.

h. The contractor shall, at their own expense, take action to mitigate any harmful effect that is known to the contractor of a use or disclosure of CFPB information by the contractor in violation of the requirements of this clause.

13.4 OBLIGATIONS OF THE CFPB

The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The contractor will be notified of any substantive changes to information security requirements that have a significant impact on the Contractor's information security obligations under the contract. The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

14.0 COMMUNICATIONS AND CORRESPONDENCE PROCEDURES

Communication Standards: The Contractor shall at all time and in all communications with client, other Contractors, and the public, represent themselves as Contractors with the CFPB. No Contractor staff (including subcontractor staff) may communicate in any form about the Contractor's agreement with or work for the CFPB with a representative of any form of media before, during, or after performance, including after publication of a report.

All communication, documentation, and materials related to this award shall be safeguarded as "For Official Use Only" information unless prior written approval is obtained from the COR.

All communication shall include notifications electronically to the COR and CO.

15.0 NON-PERSONAL SERVICE CONTRACT

This is a "non-personal service contract" as defined in Federal Acquisition Regulation 37.101. Therefore, it is understood and agreed that the personnel assigned to this order: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility complying with any all technical requirement or constraints attendant to the performance of this order; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant, to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the CO, or the duly authorized representative of the CO, and a CFPB COTR.

16.0 DATA RIGHTS

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

17.0 ORGANIZATIONAL CONFLICT OF INTEREST

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

18.0 QUALITY CONTROL PLAN (QCP)

The Contractor shall establish a complete QCP. The QCP shall be maintained by the Contractor to ensure the requirements of the contract are met as specified in the Quality Assurance Surveillance Plan (QASP).

19.0 PERFORMANCE REQUIREMENTS SUMMARY

All deliverables shall meet the performance requirements as set forth below.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 Projects 1.1 Timeliness ..... 1.2 Quality Assurance	Projects are completed on time. Projects include all tasks assigned by the COR other than User Support which is covered by PRS # 3.1. ..... The Contractor completes projects with a high level of professionalism and technical competency.	All critical projects must be completed on time. No more than 1 routine project per surveillance period may be completed beyond the due date. No routine projects may be completed more than 3 work days past the due date. (The COR and contractor will agree to due dates as well as identify which projects are critical and which are routine.) ..... No critical, and no more than 1 routine, project may be incorrectly completed, contain substantial error(s), missing supporting documentation if applicable, or otherwise require re-performance due to flaws in the Contractor's work. (The COR will identify which projects are critical and which are routine.)	• 100% Inspection • Periodic Inspection o Direct Observation o Reports Receipt & Verification o Independent Surveys • Validated Customer Complaints Period: Monthly
PRS # 2 Operational Effectiveness 2.1 Phonetic Search Accuracy	Solution increases accuracy of audio content searches over manual searching or speech-to-text searching	Depending on investigations and audio content, COR will work with users and Contractor on satisfaction level of precision and recall.	• 100% Inspection • Periodic Inspection o Direct Observation o Reports Receipt & Verification o Independent Surveys • Validated Customer Complaints Period: Ad-hoc

PRS # 3 Litigation Support 2.1 User Support 2.2 Training	User requests are successfully resolved in a timely manner. The Contractor maintains a high First Call Response rate. (i.e., issues are successfully resolved by the Contractor on the first call and/or response, and customers only need to make one request.) The Contractor prepares for, schedules and conducts training sessions with a high level of professionalism and technical competency.	80% of customer requests for user assistance are successfully resolved within a twenty-four (24) hour period (scheduled activities are not included in these metrics.) Training materials for no critical and no more than 1 routine training session may be submitted for COR approval less than 3 days prior to the scheduled training session. Training notifications for critical training sessions may be sent to the participants no less than 5 working days prior to the scheduled sessions. (The COR will identify which training sessions are critical and which are routine.)	• 100% Inspection • Periodic Inspection o Direct Observation o Reports Receipt & Verification o Independent Surveys o Test Calls • Validated Customer Complaints Period: Quarterly
PRS # 4 Reporting 3.1 Status Reports	Required and ad hoc reports are delivered on the due dates and meet the requirements stated.	No more than 2 reports may be late or require resubmission due to inaccuracies or improper grammar. No report may be delivered more than 3 work days past the due date.	• 100% Inspection • Periodic Inspection o Reports Receipt & Verification Period: Weekly

ATTACHMENT 1:

NON-DISCLOSURE AGREEMENT

Conditional Access to Sensitive But Unclassified or Controlled Unclassified Information Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this contract for the sole purpose of providing Innovation Development and Testing Support Services. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this contract in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name (Print) Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____

Consumer Financial Protection Bureau Date

TPD-CFP-12-C-0021 ATTACHMENT 2 - PRICE SCHEDULE			
	CLIN 0001 - Base Period, Period of Performance 28 September 2012 - 27 September 2013		
	One Free Language Pack - North American English Language Pack Version 8.x.	$	-
NEXE-10-50	Nexidia Search 10 - 50,000 hours annual capacity	$	[redacted]
NEXEM-10-50	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	$	
NEXE-TRAINING	Senior Training and Implementation Consultant Time & Materials (Rate of $150.00/hour for 360 hours)	$	
TRAVEL	Travel and Living Expenses (1 week on-site gathering content for custom training materials). Bill as incurred per the FTR. All travel receipts shall be submitted upon invoicing.	$	
TRAVEL	Travel and Living Expenses (2 weeks consultation during deployment to test and production). Bill as incurred per the FTR. All travel receipts shall be submitted upon invoicing.	$	
TRAVEL	Travel and Living Expenses (1 week training for Lit Support/IT Consulting). Bill as incurred per the FTR. All travel receipts shall be submitted upon invoicing.	$	
NEXE-INSTALL	Senior Installation and Deployment Engineer (Rate of $295.00/hour for 100 hours)	$	
TRAVEL	Travel and Living Expenses (1 week deployment into testing and certification environment). Bill as incurred per the FTR. All travel receipts shall be submitted upon invoicing.	$	
TRAVEL	Travel and Living Expenses (1 week deployment into production environment). Bill as incurred per the FTR. All travel receipts shall be submitted upon invoicing.	$	
NEXE-SUPPORT	Support Engineer/Trainer (Rate of $150.00/hour for 1,300 hours)	$	
	TOTAL CLIN 0001	**$**	[redacted]
	CLIN 0002 - Option Period 1, Period of Performance 28 September 2013 - 27 September 2014		
NEXEM-10-50	One Year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	$	[redacted]
NEXE-SUPPORT	Support Engineer/Trainer (Rate of $154.50/hour for 1,300 hours)	$	
	TOTAL CLIN 0002	**$**	[redacted]
	CLIN 0003 - Option Period 2, Period of Performance 28 September 2014 - 27 September 2015		
NEXEM-10-50	One Year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	$	[redacted]
NEXE-SUPPORT	Support Engineer/Trainer (Rate of $159.135/hour for 1,300 hours)	$	
	TOTAL CLIN 0003	**$**	[redacted]
	CLIN 0004 - Option Period 3, Period of Performance 28 September 2015 - 27 September 2016		
NEXEM-10-50	One Year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	$	[redacted]
NEXE-SUPPORT	Support Engineer/Trainer (Rate of $163.90905/hour for 1,300 hours)	$	
	TOTAL CLIN 0004	**$**	[redacted]
	CLIN 0005 - Option Period 4, Period of Performance 28 September 2016 - 27 September 2017		
NEXEM-10-50	One Year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	$	[redacted]
NEXE-SUPPORT	Support Engineer/Trainer (Rate of $168.8263215/hour for 1,300 hours)	$	
	TOTAL CLIN 0005	**$**	[redacted]

CLIN 0006 - Base Period, Period of Performance 28 September 2012 - 27 September 2013		
NEXE-10-100	Nexidia Search 10 - License for up to 100,000 hours annual capacity	$ [redacted]
NEXE-10-175	Nexidia Search 10 - License for up to 175,000 hours annual capacity	$
NEXE-10-275	Nexidia Search 10 - License for up to 275,000 hours annual capacity	$
NEXE-10-365	Nexidia Search 10 - License for up to 365,000 hours annual capacity	$
NEXE-10-550	Nexidia Search 10 - License for up to 550,000 hours annual capacity	$
NEXE-10-750	Nexidia Search 10 - License for up to 750,000 hours annual capacity	$
NEXE-10-1000	Nexidia Search 10 - License for up to 1,000,000 hours annual capacity	$
NEXE-10-1250	Nexidia Search 10 - License for up to 1,250,000 hours annual capacity	$
NEXE-10-1500	Nexidia Search 10 - License for up to 1,500,000 hours annual capacity	$
NEXE-10-1750	Nexidia Search 10 - License for up to 1,750,000 hours annual capacity	$
NEXEM-10-100	Nexidia Search 10 - Annual Maintenance for up to 100,000 hours annual capacity	$
NEXEM-10-175	Nexidia Search 10 - Annual Maintenance for up to 175,000 hours annual capacity	$
NEXEM-10-275	Nexidia Search 10 - Annual Maintenance for up to 275,000 hours annual capacity	$
NEXEM-10-365	Nexidia Search 10 - Annual Maintenance for up to 365,000 hours annual capacity	$
NEXEM-10-550	Nexidia Search 10 - Annual Maintenance for up to 550,000 hours annual capacity	$
NEXEM-10-750	Nexidia Search 10 - Annual Maintenance for up to 750,000 hours annual capacity	$
NEXEM-10-1000	Nexidia Search 10 - Annual Maintenance for up to 1,000,000 hours annual capacity	$
NEXEM-10-1250	Nexidia Search 10 - Annual Maintenance for up to 1,250,000 hours annual capacity	$
NEXEM-10-1500	Nexidia Search 10 - Annual Maintenance for up to 1,500,000 hours annual capacity	$
NEXEM-10-1750	Nexidia Search 10 - Annual Maintenance for up to 1,750,000 hours annual capacity	$
CLIN 0006 represents Option Items - The total for this line item is calculated based on the maximum amount of $635,130.12 (NEXE-10-1750) minus the amount previously obligated in the amount of $94,093.35 (NEXE-10-50) plus the maximum amount of $114,900.82 (NEXEM-10-1750) minus the amount previously obligated in the amount of $17,022.34 (NEXEM-10-50)		
	TOTAL CLIN 0006	**$** [redacted]
CLIN 0007 - Option Period 1, Period of Performance 28 September 2013 - 27 September 2014		
NEXE-10-100	Nexidia Search 10 - License for up to 100,000 hours annual capacity	$ [redacted]
NEXE-10-175	Nexidia Search 10 - License for up to 175,000 hours annual capacity	$
NEXE-10-275	Nexidia Search 10 - License for up to 275,000 hours annual capacity	$
NEXE-10-365	Nexidia Search 10 - License for up to 365,000 hours annual capacity	$
NEXE-10-550	Nexidia Search 10 - License for up to 550,000 hours annual capacity	$
NEXE-10-750	Nexidia Search 10 - License for up to 750,000 hours annual capacity	$
NEXE-10-1000	Nexidia Search 10 - License for up to 1,000,000 hours annual capacity	$
NEXE-10-1250	Nexidia Search 10 - License for up to 1,250,000 hours annual capacity	$
NEXE-10-1500	Nexidia Search 10 - License for up to 1,500,000 hours annual capacity	$
NEXE-10-1750	Nexidia Search 10 - License for up to 1,750,000 hours annual capacity	$
NEXEM-10-100	Nexidia Search 10 - Annual Maintenance for up to 100,000 hours annual capacity	$
NEXEM-10-175	Nexidia Search 10 - Annual Maintenance for up to 175,000 hours annual capacity	$
NEXEM-10-275	Nexidia Search 10 - Annual Maintenance for up to 275,000 hours annual capacity	$
NEXEM-10-365	Nexidia Search 10 - Annual Maintenance for up to 365,000 hours annual capacity	$
NEXEM-10-550	Nexidia Search 10 - Annual Maintenance for up to 550,000 hours annual capacity	$
NEXEM-10-750	Nexidia Search 10 - Annual Maintenance for up to 750,000 hours annual capacity	$
NEXEM-10-1000	Nexidia Search 10 - Annual Maintenance for up to 1,000,000 hours annual capacity	$
NEXEM-10-1250	Nexidia Search 10 - Annual Maintenance for up to 1,250,000 hours annual capacity	$
NEXEM-10-1500	Nexidia Search 10 - Annual Maintenance for up to 1,500,000 hours annual capacity	$
NEXEM-10-1750	Nexidia Search 10 - Annual Maintenance for up to 1,750,000 hours annual capacity	$
CLIN 0007 represents Option Items - The total for this line item is calculated based on the maximum amount of $635,130.12 (NEXE-10-1750) minus the amount previously obligated in the amount of $94,093.35 (NEXE-10-50) plus the maximum amount of $114,900.82 (NEXEM-10-1750) minus the amount previously obligated in the amount of $17,022.34 (NEXEM-10-50)		
	TOTAL CLIN 0007	**$** [redacted]

CLIN 0008 - Option Period 2, Period of Performance 28 September 2014 - 27 September 2015

NEXE-10-100	Nexidia Search 10 - License for up to 100,000 hours annual capacity	$
NEXE-10-175	Nexidia Search 10 - License for up to 175,000 hours annual capacity	$
NEXE-10-275	Nexidia Search 10 - License for up to 275,000 hours annual capacity	$
NEXE-10-365	Nexidia Search 10 - License for up to 365,000 hours annual capacity	$
NEXE-10-550	Nexidia Search 10 - License for up to 550,000 hours annual capacity	$
NEXE-10-750	Nexidia Search 10 - License for up to 750,000 hours annual capacity	$
NEXE-10-1000	Nexidia Search 10 - License for up to 1,000,000 hours annual capacity	$
NEXE-10-1250	Nexidia Search 10 - License for up to 1,250,000 hours annual capacity	$
NEXE-10-1500	Nexidia Search 10 - License for up to 1,500,000 hours annual capacity	$
NEXE-10-1750	Nexidia Search 10 - License for up to 1,750,000 hours annual capacity	$
NEXEM-10-100	Nexidia Search 10 - Annual Maintenance for up to 100,000 hours annual capacity	$
NEXEM-10-175	Nexidia Search 10 - Annual Maintenance for up to 175,000 hours annual capacity	$
NEXEM-10-275	Nexidia Search 10 - Annual Maintenance for up to 275,000 hours annual capacity	$
NEXEM-10-365	Nexidia Search 10 - Annual Maintenance for up to 365,000 hours annual capacity	$
NEXEM-10-550	Nexidia Search 10 - Annual Maintenance for up to 550,000 hours annual capacity	$
NEXEM-10-750	Nexidia Search 10 - Annual Maintenance for up to 750,000 hours annual capacity	$
NEXEM-10-1000	Nexidia Search 10 - Annual Maintenance for up to 1,000,000 hours annual capacity	$
NEXEM-10-1250	Nexidia Search 10 - Annual Maintenance for up to 1,250,000 hours annual capacity	$
NEXEM-10-1500	Nexidia Search 10 - Annual Maintenance for up to 1,500,000 hours annual capacity	$
NEXEM-10-1750	Nexidia Search 10 - Annual Maintenance for up to 1,750,000 hours annual capacity	$

CLIN 0008 represents Option Items - The total for this line item is calculated based on the maximum amount of $635,130.12 (NEXE-10-1750) minus the amount previously obligated in the amount of $94,093.35 (NEXE-10-50) plus the maximum amount of $114,900.82 (NEXEM-10-1750) minus the amount previously obligated in the amount of $17,022.34 (NEXEM-10-50)

TOTAL CLIN 0008 $

CLIN 0009 - Option Period 3, Period of Performance 28 September 2015 - 27 September 2016

NEXE-10-100	Nexidia Search 10 - License for up to 100,000 hours annual capacity	$
NEXE-10-175	Nexidia Search 10 - License for up to 175,000 hours annual capacity	$
NEXE-10-275	Nexidia Search 10 - License for up to 275,000 hours annual capacity	$
NEXE-10-365	Nexidia Search 10 - License for up to 365,000 hours annual capacity	$
NEXE-10-550	Nexidia Search 10 - License for up to 550,000 hours annual capacity	$
NEXE-10-750	Nexidia Search 10 - License for up to 750,000 hours annual capacity	$
NEXE-10-1000	Nexidia Search 10 - License for up to 1,000,000 hours annual capacity	$
NEXE-10-1250	Nexidia Search 10 - License for up to 1,250,000 hours annual capacity	$
NEXE-10-1500	Nexidia Search 10 - License for up to 1,500,000 hours annual capacity	$
NEXE-10-1750	Nexidia Search 10 - License for up to 1,750,000 hours annual capacity	$
NEXEM-10-100	Nexidia Search 10 - Annual Maintenance for up to 100,000 hours annual capacity	$
NEXEM-10-175	Nexidia Search 10 - Annual Maintenance for up to 175,000 hours annual capacity	$
NEXEM-10-275	Nexidia Search 10 - Annual Maintenance for up to 275,000 hours annual capacity	$
NEXEM-10-365	Nexidia Search 10 - Annual Maintenance for up to 365,000 hours annual capacity	$
NEXEM-10-550	Nexidia Search 10 - Annual Maintenance for up to 550,000 hours annual capacity	$
NEXEM-10-750	Nexidia Search 10 - Annual Maintenance for up to 750,000 hours annual capacity	$
NEXEM-10-1000	Nexidia Search 10 - Annual Maintenance for up to 1,000,000 hours annual capacity	$
NEXEM-10-1250	Nexidia Search 10 - Annual Maintenance for up to 1,250,000 hours annual capacity	$
NEXEM-10-1500	Nexidia Search 10 - Annual Maintenance for up to 1,500,000 hours annual capacity	$
NEXEM-10-1750	Nexidia Search 10 - Annual Maintenance for up to 1,750,000 hours annual capacity	$

CLIN 0009 represents Option Items - The total for this line item is calculated based on the maximum amount of $635,130.12 (NEXE-10-1750) minus the amount previously obligated in the amount of $94,093.35 (NEXE-10-50) plus the maximum amount of $114,900.82 (NEXEM-10-1750) minus the amount previously obligated in the amount of $17,022.34 (NEXEM-10-50)

TOTAL CLIN 0009 $

CLIN 0010 - Option Period 4, Period of Performance 28 September 2016 - 27 September 2017			
NEXE-10-100	Nexidia Search 10 - License for up to 100,000 hours annual capacity	$	[redacted]
NEXE-10-175	Nexidia Search 10 - License for up to 175,000 hours annual capacity	$	
NEXE-10-275	Nexidia Search 10 - License for up to 275,000 hours annual capacity	$	
NEXE-10-365	Nexidia Search 10 - License for up to 365,000 hours annual capacity	$	
NEXE-10-550	Nexidia Search 10 - License for up to 550,000 hours annual capacity	$	
NEXE-10-750	Nexidia Search 10 - License for up to 750,000 hours annual capacity	$	
NEXE-10-1000	Nexidia Search 10 - License for up to 1,000,000 hours annual capacity	$	
NEXE-10-1250	Nexidia Search 10 - License for up to 1,250,000 hours annual capacity	$	
NEXE-10-1500	Nexidia Search 10 - License for up to 1,500,000 hours annual capacity	$	
NEXE-10-1750	Nexidia Search 10 - License for up to 1,750,000 hours annual capacity	$	
NEXEM-10-100	Nexidia Search 10 - Annual Maintenance for up to 100,000 hours annual capacity	$	
NEXEM-10-175	Nexidia Search 10 - Annual Maintenance for up to 175,000 hours annual capacity	$	
NEXEM-10-275	Nexidia Search 10 - Annual Maintenance for up to 275,000 hours annual capacity	$	
NEXEM-10-365	Nexidia Search 10 - Annual Maintenance for up to 365,000 hours annual capacity	$	
NEXEM-10-550	Nexidia Search 10 - Annual Maintenance for up to 550,000 hours annual capacity	$	
NEXEM-10-750	Nexidia Search 10 - Annual Maintenance for up to 750,000 hours annual capacity	$	
NEXEM-10-1000	Nexidia Search 10 - Annual Maintenance for up to 1,000,000 hours annual capacity	$	
NEXEM-10-1250	Nexidia Search 10 - Annual Maintenance for up to 1,250,000 hours annual capacity	$	
NEXEM-10-1500	Nexidia Search 10 - Annual Maintenance for up to 1,500,000 hours annual capacity	$	
NEXEM-10-1750	Nexidia Search 10 - Annual Maintenance for up to 1,750,000 hours annual capacity	$	

CLIN 0010 represents Option Items - The total for this line item is calculated based on the maximum amount of $635,130.12 (NEXE-10-1750) minus the amount previously obligated in the amount of $94,093.35 (NEXE-10-50) plus the maximum amount of $114,900.82 (NEXEM-10-1750) minus the amount previously obligated in the amount of $17,022.34 (NEXEM-10-50)

TOTAL CLIN 0010 $ [redacted]

TOTAL OF CLINS 0001 - 0010 $ 4,504,562.79

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Carey Gropp
BUREAU OF PUBLIC DEBT
, PH: 304-480-8559
carey.gropp@bpd.treas.gov

Contract No.: [redacted]

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Origin

Quote Number: [redacted]
Quote Date: 9/27/2012
Expiration Date: 9/28/2012

Order/Payment Address:
[redacted]

immixTechnology, Inc.
Contact: Nieves, Nicole
571-405-3631 NNieves@Immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #:

Manufacturer Contact: [redacted]

This quote is in response to Solicitation BPD-CFP-12-CI-0010

Line items 1-10: Base year - period of performance: 9/26/12-9/25/13
Line items 11-12: Option year 1 - period of performance: 9/26/13-9/25/14
Line items 13-14: Option year 2 - period of performance: 9/26/14-9/25/15
Line items 15-16: Option year 3 - period of performance: 9/26/15-9/25/16
Line items 17-18: Option year 4 - period of performance: 9/26/16-9/25/17

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	NEXE-10-50	OPENMARKET-IM	LIC	Nexidia Search 10.0 – 50,000 hours annual capacity	1	[redacted]	[redacted]
2	NEXEM-10-50	OPENMARKET-IM	MNT	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	1		
3	NEXE-TRAINING	OPENMARKET-IM	TR	Senior Training and Implementation Consultant Time & Materials	1		
4	TRAVEL	OPENMARKET-IM	TRAVEL	Travel and Living Expenses, Billed as incurred per the FTR. All Travel receipts must be submitted upon invoicing. - 1 week on-site gathering content for custom training materials	1		
5	TRAVEL	OPENMARKET-IM	TRAVEL	Travel and Living Expenses, Billed as incurred per the FTR. All Travel receipts must be submitted upon invoicing. - 2 weeks consultation during deployment to test and production	1		
6	TRAVEL	OPENMARKET-IM	TRAVEL	Travel and Living Expenses, Billed as incurred per the FTR. All Travel receipts must be submitted upon invoicing. - 1 week Training for Lit Support/IT Consulting	1		
7	NEXE-INSTALL	OPENMARKET-IM	SVC	Senior Installation and Deployment Engineer	1		

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

8	TRAVEL	OPENMARKET-IM	TRAVEL	Travel and Living Expenses, Billed as incurred per the FTR. All Travel receipts must be submitted upon invoicing. - 1 week deployment into testing and certification environment	1	[redacted]	[redacted]
9	TRAVEL	OPENMARKET-IM	TRAVEL	Travel and Living Expenses, Billed as incurred per the FTR. All Travel receipts must be submitted upon invoicing. - 1 week deployment into production environment	1		
10	NEXE-SUPPORT	OPENMARKET-IM	SVC	Support Engineer/Trainer - Onsite (3% increase each option year)	1		
						Group Total:	[redacted]
11	NEXEM-10-50	OPENMARKET-IM	MNT	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	1	[redacted]	[redacted]
12	NEXE-SUPPORT	OPENMARKET-IM	SVC	Support Engineer/Trainer - Onsite (3% increase each option year)	1		
						Group Total:	[redacted]
13	NEXEM-10-50	OPENMARKET-IM	MNT	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	1	[redacted]	[redacted]
14	NEXE-SUPPORT	OPENMARKET-IM	SVC	Support Engineer/Trainer - Onsite (3% increase each option year)	1		
						Group Total:	[redacted]
15	NEXEM-10-50	OPENMARKET-IM	MNT	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	1	[redacted]	[redacted]
16	NEXE-SUPPORT	OPENMARKET-IM	SVC	Support Engineer/Trainer - Onsite (3% increase each option year)	1		
						Group Total:	[redacted]
17	NEXEM-10-50	OPENMARKET-IM	MNT	One year Maintenance for Nexidia Search 10.0 - 50,000 hours annual capacity	1	[redacted]	[redacted]
18	NEXE-SUPPORT	OPENMARKET-IM	SVC	Support Engineer/Trainer - Onsite (3% increase each option year)	1		
						Group Total:	[redacted]

LICENSE	
SW MAINTENANCE	
SERVICES	$
TRAINING	
TRAVEL	
Grand Total	$ [redacted]

[redacted]

Open Market items are subject to the attached Terms and Conditions.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



immixTechnology
government channel representation

NEXIDIA

Contractor shall be read as "Contractor, immixTechnology, Inc., acting by and through its supplier, Nexidia Inc." ("Contractor").

Inspection/Acceptance. The Contractor can only, and shall only tender for acceptance those items that substantially conform to the Contract. Therefore, the Licenses and Maintenance as a product delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
(1) Within the warranty period; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

TERMS AND CONDITIONS FOR CONTRACTOR PRODUCTS AND SERVICES

LICENSE AND SUPPORT AGREEMENT

1. Definitions. The following terms shall have the meanings stated:

1.1 **Affiliate:** Any entity not a competitor of Contractor which now or in the future controls, is controlled by, or is under common control with Customer, with "control" defined as a more than fifty percent (50%) ownership interest. For each System Order signed by or on behalf of an Affiliate, "Customer" and "party" as used herein shall mean the Affiliate identified therein.

1.2 **Confidential Information:** Confidential or proprietary information, other than Trade Secrets, of value to its owner, generally not known to the public and any data or information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law.

1.3 **Designated Employees:** Up to the number of Customer's employees per Site as set forth on a System Order who have received training from Contractor. Designated Employees may be changed by notice to Contractor.

1.4 **Documentation:** Contractor's standard documentation including the specifications and configurations of the applicable Software and Support, as updated by Contractor from time to time.

1.5 **Error:** A failure of the Software to substantially conform to the specifications in the Documentation that Contractor can replicate.

1.6 **Error Correction:** Revisions, modifications, alterations, and additions to the Software, bug fixes, or workarounds provided by Contractor to Customer to resolve Errors.

1.7 **Expenses:** All reasonable out-of-pocket expenses incurred by Contractor in performing hereunder, excluding those expenses incurred while performing under the warranty in Section 5.1 and Support in Section 4.1.

1.8 **License Fee:** The amount specified in the applicable System Order for the licensing rights to the Software.

1.9 **Proprietary Information:** Collectively, Confidential Information and/or Trade Secrets of Contractor, Customer or a third party providing such information to either of the foregoing parties.



immixTechnology
government channel representation

NEXIDIA

1.10 **Site:** The physical location or locations that a System is deployed as specified in the applicable System Order.

1.11 **Software:** All Contractor software, in executable form, identified in the applicable System Order, and Updates, if any.

1.12 **Subscribers:** Third-party end users of Customer's products or services, as specifically identified in the applicable System Order.

1.13 **Support:** The specific support services provided by Contractor as described in the Documentation.

1.14 **Support Fee:** The fee for the Customer's right to receive Support for the applicable System during a Support Term. The amount for the Initial Support Term is as specified in a System Order.

1.15 **Support Term:** Annual or Initial Support Term, defined as follows:

a. Annual Support Term: Each one (1) year period following the Initial Support Term unless earlier terminated as provided in Section 9 below.

b. Initial Support Term: The one (1) year period beginning on the shipment of each System unless earlier terminated as provided in Section 9 below.

1.16 **System:** Collectively, Software and Documentation, and all copies of any of the foregoing.

1.17 **System Order:** An order for Software, Documentation and Support, or any portion of the foregoing, attached or added as Exhibit A.

1.18 **Territory:** The geographical area identified in the applicable System Order.

1.19 **Trade Secrets:** Information, constituting a trade secret under the Uniform Trade Secret Act.

1.20 **Updates:** Periodic improvements or additions to the Software, including Error Corrections and minor enhancements, but excluding any new Software feature or substantial additional functionality which is subject to additional license fees and/or terms.

1.21 **Version:** The System configuration identified by a number to the right of a decimal point (e.g., 5.0, 5.1). The then-current Version contains all Updates issued by Contractor.

2. License. Contractor grants to Customer, and Customer accepts, a nonexclusive, non-assignable, and nontransferable limited license to use the System at the Site within the Territory, solely by Customer's employees and Subscribers for Customer's business. Customer's use of the Software shall at no time exceed the scope of use as specified in the applicable purchase order. Nothing in this Agreement shall permit Customer to share or provide any or all of the Software to an Affiliate. Customer and an Affiliate shall be jointly and severally liable to Contractor for that Affiliate's breach of this Agreement. Customer may also make a reasonable number of copies of the Software solely as needed for back-up, archival and testing purposes and of the Documentation solely as needed for Customer's business purposes as granted herein.

3. Reserved

4. Support.

4.1 Support. Subject to Section 5 below and provided Customer has paid all applicable Support Fees, during any Support Term, Contractor shall provide Support in accordance with Contractor's Documentation to Designated Employees. Contractor shall provide Customer Updates, that Contractor generally offers in its sole discretion to its supported customers and shall use commercially reasonable efforts to provide Error Corrections.



immixTechnology
government channel representation

NEXIDIA

4.2 Version Support. Contractor shall provide Support only for the then-current Version, or for the immediately preceding Version for a period of six (6) months after the then-current Version is made generally available.

4.3 Exclusions. Notwithstanding Contractor's warranty and support obligations hereunder, Contractor shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from:

a. Customer's failure to (i) report Errors promptly in writing in English; (ii) provide sufficient information to Contractor for Contractor to duplicate the circumstances indicating a reported Error (iii) promptly incorporate Updates to the Software, (iv) provide all reasonable cooperation and full information to Contractor with respect to Contractor providing Support under this Agreement

b. Customer's failure to prepare customer's environment prior to Software installation or to maintain the customer environment and other requirements as set forth in the Documentation.

c. Customer's failure to grant security authorization or to provide necessary dial-in communications mechanisms; or Internet connection problems.

d. Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the System; or problems to or caused by products or services not provided by Contractor.

e. System modification, amendment, revision, or change by any party other than Contractor or Contractor's authorized representatives.

f. Data or data input, output, integrity, storage, and back-up, which shall be deemed under Customer's exclusive control. Any use of or reliance on data or data output is Customer's sole responsibility.

5. Limited Warranty and Disclaimers.

5.1 Limited Performance Warranty. Contractor warrants to Customer that the Software as initially shipped under a System Order shall operate substantially in accordance with the specifications in the Documentation for a period of ninety (90) days after its shipment.

5.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY AND IS EXPRESSLY SUBJECT TO SECTIONS 4.2 AND 4.3, AND CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES OR REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE. STATEMENTS MADE BY CONTRACTOR'S SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

6. Limitation of Liability.

6.1 Exclusive Remedy. Customer's remedy under Sections 4.1 and 5.1 shall be for Contractor to use commercially reasonable efforts to either, provide Error Corrections or replace the nonconforming portion of the Software; provided, however, if Contractor cannot provide either remedy for an Error reported during the applicable period specified in (1) Section 5.1, upon receipt of the nonconforming



immixTechnology
government channel representation

NEXIDIA

portion of the Software, Contractor shall refund Customer the License Fee paid for such nonconforming portion of the Software; (2) Reserved.

6.2 Limitation of Liability. Contractor's maximum liability arising out of or in any way connected to this Agreement shall be in the aggregate and limited to Customer's direct actual damages not to exceed the actual License Fees and Support Fees paid to Contractor hereunder for the nonconforming Software or Support during the immediately preceding twelve (12) month period for such Software, or Support, reduced by any amount due Contractor. **IN NO EVENT SHALL CONTRACTOR, ANY PARENT, SUBSIDIARY, OR AFFILIATE, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, SUPPORT, OR OTHER PRODUCTS OR SERVICES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**

6.3 Survival. This Section 6 shall survive and continue in full force and effect despite any failure of essential purpose, termination, consideration, or an exclusive remedy.

7. IP & Confidentiality.

7.1 Ownership. Contractor owns or has the right to license the System, and Customer acknowledges and agrees that all right, title, and interest in the System and all information and materials related to the System and Contractor's business, regardless of form, including all copyrights, trademarks, service marks, logos, patents, Proprietary Information, and other intellectual property rights pertaining thereto (collectively, "**Contractor IP**") are and shall remain vested in Contractor or its licensor(s). Customer further acknowledges that the Software and Documentation are unpublished and constitute Contractor copyrights and Trade Secrets. Customer does not claim any ownership or other proprietary rights in or to any Contractor IP.

7.2 Protection of Contractor IP. Customer shall not itself nor permit any other party to:

a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the System; alter, modify, or prepare derivative works based on any Contractor IP; or use any Contractor IP to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the System.

b. Use the System in a time sharing, outsourcing, or service bureau arrangement.

c. Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on any Contractor IP; or fail to ensure that all such notices and legends appear on all full or partial copies of Contractor IP or any related material.

d. Sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform any Contractor IP, this Agreement or any of Customer's rights hereunder.

7.3 Confidentiality. The unauthorized disclosure or use of Proprietary Information of the other party would cause great injury and harm to its owner. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Proprietary Information, but in any event no less than the same standard of care it uses to protect its own Proprietary Information of like

kind and value. Without limiting the generality of the foregoing, and in addition to Customer's obligations in Section 7.2, Customer and Contractor each agree that it: **(a)** shall maintain the other's Proprietary Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(b)** shall not disclose, display, publish, transmit, or otherwise make available such Proprietary Information or the benefit thereof, in whole or in part, except in confidence to its own employees on a need-to-know basis; **(c)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Proprietary Information.

7.4 Applicability. The restrictions set forth in this Section 7 shall apply during the Term of this Agreement, and shall remain in full force and effect after any termination: **(a)** for Trade Secrets and any Confidential Information that rises to the level of a Trade Secret, as long as such information qualifies as a Trade Secret; and **(b)** for all other Confidential Information, during a period of five (5) years after initial disclosure.

8. **Indemnity.** To the extent allowed by law, Contractor will defend any action (or portion thereof) brought by a third party against Customer based solely on a claim that the Software infringes a U.S. patent or copyright or misappropriates a proprietary trade secret of a third party. Contractor will indemnify Customer against damages awarded against Customer in such actions which are directly attributable to such claim, provided that Customer is not in material breach of this Agreement and that Contractor is given prompt written notice of such claim, reasonable assistance from Customer, and sole authority to defend or settle such claim. If Software becomes, or in Contractor's opinion is likely to become, the subject of a claim of infringement, Contractor may, at its option, procure for Licensee the right to continue to use the Software, replace or modify the Software to make it non-infringing, or refund the License Fees paid with respect for the Software during the prior twelve (12) month period. Contractor will have no liability for any claim based on (i) any modification of the Software, except with respect to modifications performed by Contractor; (ii) any use of the Software other than as provided in this Agreement; or (iii) any use of third-party products not licensed from Contractor or the combination of any third party products not licensed from Contractor with the Software. This Section sets forth Contractor's complete liability with respect to infringement of intellectual property rights. The Department of Justice will defend any claims against the Government; immixGroup can assist in the defense.

9. **Term & Termination.**

9.1 Agreement Term. This Agreement shall commence on the purchase order date and continue unless earlier terminated as provided in Section 9.4.

9.2 Termination of Support.

a. Reserved.

b. Termination of Support shall not constitute termination of the Agreement or any System Order.

9.3 Termination of Agreement.

a. This Agreement may be terminated only:

(1) reserved.

(2) reserved.

(3) By written notice from Customer to Contractor.

b. Upon termination of this Agreement for any reason: **(i)** all outstanding amounts shall be immediately remitted to Contractor; **(ii)** Customer shall immediately cease all uses of the System, remove all copies from any equipment on which they have been installed, return them with all Documentation and other Contractor Proprietary Information, and provide Contractor written certification of the foregoing; and **(iii)** the license and all other rights and obligations of the parties shall immediately terminate except for the provisions hereunder that by their sense and context are intended to survive termination, including Sections 3, 5.2, 6, 7, 9, 10 and 11, which provisions shall so survive.

9.4 No Toll. A cure period exercised hereunder shall not serve to toll, release, or reduce the parties' respective obligations or liability.

10. Reserved.

11. General.

11.1 Headings/Counterparts. Section headings are for convenience only. This Agreement may be executed in one or more counterparts, each of which shall for all purposes are deemed to be an original and all of which shall constitute the same instrument.

11.2 **Assignment**. Customer shall not assign this Agreement without the prior written consent of Contractor.

11.3 **No Agency**. Nothing herein shall make either party the agent of the other for any purpose whatsoever.

11.4 **Notices.** Notices and other communications required hereunder must be in writing, delivered by hand delivery or nationally recognized overnight courier or certified or registered mail with postage prepaid and addressed to the addressees set forth in the applicable purchase order.

11.5 **Waiver.** Any failure or delay by either party in exercising any right or remedy shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.

11.6 **Severability**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder.

11.7 **Entire Agreement/Modification**No other agreements shall be effective to change, modify, or terminate the purchase order.

11.8 **Government Rights**. Software acquisition is limited to commercial computer software defined in FAR Part 2.101For licenses with agencies of the United States Department of Defense, the Government's rights in the Software and Documentation shall be governed, pursuant to 48 C.F.R. 227.7201 through 227.7202-4, by this standard commercial license. Technical data other than software or software documentation shall be governed by 48 C.F.R. 252.227-7015(b). For licenses with U.S. Government agencies other than the Department of Defense agencies, the Government's rights in the Software and



immixTechnology
government channel representation

NEXIDIA

Documentation shall be governed, pursuant to 48 C.F.R. 2.101 and 12.212, by this standard commercial license. Technical data other than software and software documentation shall be governed by 48 C.F.R. 52.227-14 including, where applicable Alternatives I or I

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 12/22/2011	2. CONTRACT NO. (If any): TPD-CFP-11-C-0007
3. ORDER NO.: 120002	4. REQUISITION/REFERENCE NO.: CFP-90500-12-0018

5. ISSUING OFFICE (Address correspondence to):
Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: L Barnes
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220

7. TO:
a. NAME OF CONTRACTOR: LIFE INSURANCE CO OF NORTH AMERICA
b. COMPANY NAME:
c. STREET ADDRESS: 10490 LITTLE PATUXENT PARKWAY
ATTN: LAURIE LAVASSEUR
d. CITY: COLUMBIA | e. STATE: MD | f. ZIP CODE: 21044-4929

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			NET 20

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this order is to fund CIGNA short-term and long-term disability insurance for CFPB employees. Period of performance: 01/01/2012 - 12/31/2012. Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOTAL (Cont. pages): $2,109,900.00

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/CFP
b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G
PO BOX 1328
CFP@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

17(i) GRAND TOTAL: $2,109,900.00

SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature):

23. NAME (Typed): ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/22/2011	TPD-CFP-11-C-0007	120002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The terms and conditions of contract TPD-CFP-11-C-0007 are in full force and effect. Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-610001-CFP9050000-121B-00 000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 01/01/2012 to 12/31/2012					
0001	CIGNA/Life Insurance Company of America will provide short term disability and long term disability insurance for CFPB employees. FY12 Q2-Q4 $1,582,425.00 FY13 Q1 $527,475.00 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $2,109,900.00. The obligation for this award is shown in box 17(i).				2,109,900.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))				$2,109,900.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 04/01/2012	2. CONTRACT NO. (If any): GS25F0113M
3. ORDER NO.: CFP-12-K-00009	4. REQUISITION/REFERENCE NO.: CFP-90100-12-0029

5. ISSUING OFFICE (Address correspondence to):
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220

7. TO:
a. NAME OF CONTRACTOR: MANAGEMENT SUPPORT TECHNOLOGY INC
b. COMPANY NAME:
c. STREET ADDRESS: 11320 RANDOM HILLS ROAD SUITE #200
d. CITY: FAIRFAX | e. STATE: VA | f. ZIP CODE: 22030-7479

f. SHIP VIA:

8. TYPE OF ORDER
[ ] a. PURCHASE — REFERENCE YOUR: _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order for mailroom services of CFPB HQ located at 1700 G Street transferred from OCC to CFPB effective 04/01/2012 . Due to the inability of FPDS-NG to transfer a contract more than one time , a new CFPB Contract number had to be created. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			[redacted]0

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/AP3, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

17(i) GRAND TOTAL: [redacted]0

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO
04/01/2012	GS25F0113M	CFP-12-K-00009

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Therefore, CFP-12-K-00009 is the task order number for the transferred OCC Task Order TOTS-D-11-K-0030. See Attached transfer modification and Contract. Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2524-00 000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 04/01/2012 to 09/30/2012					
0001	Option Year 1 - Mail, Transportation, and Copy Center/Bindery Services Comprised of the following with the shown GSA Discount:				[redacted]	
0002	Option Year 2 - Mail, Transportation, and Copy Center/Bindery Services Comprised of the following with the shown GSA Discount:				0.00	

Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) [redacted]

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.215(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2012	GS25F0113M	CFP-12-K-00009

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	[redacted]					
	Period of Performance: 10/01/2012 to 09/30/2013					
0003	Option Year 3 - Mail, Transportation, and Copy Center/Bindery Services Comprised of the following with the shown GSA Discount:				0.00	
	[redacted]					
	Period of Performance: 10/01/2013 to 09/30/2014					
0004	Option Year 4 - Mail, Transportation, and Copy Center/Bindery Services Comprised of the following with the shown GSA Discount: Continued ...				0.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2012	GS25F0113M	CFP-12-K-00009

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	[redacted]					
	Period of Performance: 10/01/2014 to 09/30/2015					
	The total amount of award: [redacted]. The obligation for this award is shown in box 17(i).					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$0.00	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

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

1. REQUISITION NUMBER	PAGE	OF
CFP-40000-13-0002	1	6

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-13-Z-00001	02/11/2013	0001		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR:
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	☒ UNRESTRICTED OR ☐ SET ASIDE ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A)	NAICS 541690 SIZE STANDARD $7.0

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1700 G STREET, NW WASHINGTON DC 20552	CFP	CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
MCKINSEY & COMP INC. WASHINGTN D.C. 1200 19TH ST NW SUITE 1100 WASHINGTON DC 20036-2412	825229318		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

TELEPHONE NO

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-10F-0118S Credit Card Vendor: NO Accounting Info: [redacted] -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX FOB: Unknown Period of Performance: 02/11/2013 to 10/31/2013				
0001	Team E. See Statement of Requirements. Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*	[redacted]	WK	[redacted]	[redacted]

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$1,942,098.47

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[redacted]	[signature]

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
[redacted] Principal	Feb 22, 2013	ELIE STOWE	02/11/2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Team E. See Statement of Requirements.	[redacted]	WK	[redacted]	[redacted]
0002	Team C. See Statement of Requirements		WK		
0003	Team A. See Statement of Requirements		WK		
0004	Other Direct Costs. See Statement of Requirements				
	The total amount of award: $1,942,098.47. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

1.0 SCOPE. The CFPB requires consulting services to assist and support its on-going internal work to develop and refine its understanding of the costs to Financial Services Providers (FPSs) for complying with consumer financial protection regulations. This foundational work may span the realm from research to recommendations for potential solutions. The Contractor's activities in executing this BPA Call 0001 may include, but are not limited to:

- Developing, refining, and carrying out a strategy for deepening the CFPB's foundational understanding of compliance costs and regulatory burdens in the consumer financial marketplace;
- Designing and carrying out data collection and analysis efforts;
- Conducting qualitative assessments of FSPs' compliance costs via in-depth interviews;
- Developing detailed case studies on FSPs of various sizes, product offerings, and other characteristics impacting compliance costs;
- Analysis and assessment of past, current, and/or future environments for compliance with regulations;
- Validation of, and contributions to, CFPB's own research;
- Assessment of costs of implementing and/or compliance with a CFPB rule;
- Identification and development of (policy and operations) solutions that will reduce regulatory burden on FSPs without impeding the Bureau's ability to achieve its mission;
- Recommending strategies and/or techniques for developing regulatory analyses of future Bureau rule-makings; and
- Solicitation and analysis of consumer- and industry feedback on proposed methodologies and study results.

2.0 DELIVERABLES. Under this BPA Call, the Contractor shall provide the CFPB with the following deliverables:

2.1 *Project Plan*. Provide the CFPB with a detailed overall *Project Plan* for carrying out the work under this Call. The *Plan* may be presented as either a Word® or PowerPoint® document.

Delivery Required: No later than Seven (7) calendar days after notification from the COR.

2.2 *Current Knowledge Basis Analysis.* Provide the CFPB with a *Current Knowledge Base Analysis*. The *Analysis* shall discuss CFPB's current knowledge base regarding "Costs of Compliance to Financial Services Providers," and shall be reflective of both the data that the CFPB provides to the Contractor, as well as the Contractor's research, expertise, and experience. (This Analysis shall form the basis for determining the CFPB's foundational methodology for its study of compliance costs.) The Analysis shall include a PowerPoint® slide deck that summarizes the Contractor's key findings.

Delivery Required: No later than Seven (7) calendar days after notification from COR.

2.3 *Methodology Recommendation.* Provide final "*Costs of Compliance Study" Methodology Recommendation* to the Steering Committee, including the identification of the recommended Firms to be surveyed. The *Recommendation* shall include a PowerPoint® slide deck.

Delivery Required: No later than Fourteen (14) calendar days after notification from the COR.

2.4 *Interview Instrument and Data List.* Develop, complete, and provide a structured *Case Study Interview Instrument and Data List* to be used during on-site information collections; the CFPB has already begun the Paperwork Reduction Act process and will submit a generic Interview Instrument for clearance in advance of the Contractor's final Instrument. The *Case Study Interview Instrument and Data List* shall be Word® or PowerPoint® documents.

Delivery Required: No later than Twenty-one (21) calendar days after notification from the COR.

2.5 *Data Collection Activities.* Carry out on-site Data Collections at representative FSPs for the purposes of developing comprehensive case studies that will provide the CFPB with foundational knowledge regarding the costs of regulatory compliance across Financial Services Providers.

Performance Required: As required during the period of performance.

2.6 *Analysis and Summary Document.* Deliver a *Case Study Analysis and Summary* of the results of the Case Studies carried out under paragraph 2.5 to the CFPB Steering Committee. The *Summary* shall include a PowerPoint® slide deck.

Delivery Required: No later than fourteen (14) calendar days prior to submission of paragraph 2.7 deliverables.

2.7 *Public Report.* Prepare and deliver a written *Public Report*, with an Executive Summary, suitable for public dissemination. This *Report*, which is based on the results of paragraphs 2.2 and 2.5, will serve as a foundational document for the CFPB's study of regulatory compliance costs. The *Report* shall include, at a minimum:

- comprehensive sections on the background and methodology of understanding compliance costs;
- case study summaries and analyses of all on-site provider data collections;
- implications of case study findings; and
- recommendations for refining methodology for future research and targeted areas of interest for streamlining regulations.

To the maximum extent possible, CFPB feedback (including comments from paragraph 2.6 deliverables) should be incorporated into the final version of the *Report.*

Delivery Required: No later than Twelve (12) weeks after date of award.

2.8 *Summary Package.* Provide the CFPB Steering Committee with a *Summary Package* that presents options, analyses, recommendations, rationale, and implementation plans. The *Summary Package* shall reflect the CFPB's anticipated resource constraints, and staffing levels/limitations, regulatory environment, and feasibility of implementation. The *Summary Package* shall include a PowerPoint® slide deck.

Delivery Required: No later than Twelve (12) weeks after date of award.

2.9 *Final Report.* Provide a *Final Report* to the internal CFPB Team and Steering Committee. This *Final Report* shall include all of the Contractor's findings; recommendations for methodology refinement; targeted areas of focus for regulatory streamlining; and further areas of study that will deepen the CFPB's knowledge regarding compliance costs. If applicable, the Contractor shall provide recommendations and/or plans for activities that will assist the CFPB's in accomplishing its overall study objectives. This deliverable shall include a PowerPoint® slide deck.

Delivery Required: No later than Twelve (12) weeks after date of award.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. AWARD/EFFECTIVE DATE
12/2011	TPD-CFP-11-C-0004	

ORDER NO.	4. REQUISITION/REFERENCE NO.
120002	CFP-90500-12-0016

5. ISSUING OFFICE (Address correspondence to)
Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: L Barnes
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE
CFP
b. STREET ADDRESS
1500 PENNSYLVANIA AVE, NW
c. CITY WASHINGTON | d. STATE DC | e. ZIP CODE 20220

7. TO:
a. NAME OF CONTRACTOR
METROPOLITAN LIFE INS COMPANY (INC)
b. COMPANY NAME
c. STREET ADDRESS
ATTN: JACK NENNA/ PETE SCHWARZ
501 ROUTE 22
d. CITY BRIDGEWATER | e. STATE NJ | f. ZIP CODE 08807-2441

f. SHIP VIA

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
See Schedule

10. REQUISITIONING OFFICE
CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination			IMMEDIATE PROMPT PA

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this order is to fund MetLife Dental insurance for CFPB employees for a period of performance of 01/01/2012 - 12/31/2012. All terms and conditions of contract Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME ARC/ASD/CFP

b. STREET ADDRESS (or P.O. Box) ARC/ASD/CFP, AVERY 3G
PO BOX 1328
CFP@BPD.TREAS.GOV

$1,562,293.20

17(i) GRAND TOTAL $1,562,293.20

c. CITY PARKERSBURG | d. STATE WV | e. ZIP CODE 26106-1328

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(a)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/22/2011	TPD-CFP-11-C-0004	120002

M NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	TPD-CFP-11-C-0004 are in full force and effect. Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-610001-CFP9050000-121B-00 000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 01/01/2012 to 12/31/2012					
0001	Option Year 1: Metlife provides Dental Insurance for CFPB employees FY12 Q2-Q4 $1,171,719.90 FY13 Q1 $390,573.30 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $1,562,293.20. The obligation for this award is shown in box 17(i).				1,562,293.20	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$1,562,293.20	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 12/20/2012	2. CONTRACT NO. (If any): TPD-CFP-11-C-0004
3. ORDER NO.: 130003	4. REQUISITION/REFERENCE NO.: CFP-90500-13-0030

5. ISSUING OFFICE (Address correspondence to):
Bureau of the Public Debt
Division of Procurement
Avery 5-F
200 Third Street
Attn: L. Hitt
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552

7. TO:
a. NAME OF CONTRACTOR: METROPOLITAN LIFE INS COMPANY (INC)
b. COMPANY NAME:
c. STREET ADDRESS: ATTN: SEAN J DELANEY/ PETE SCHWARZ
501 ROUTE 22
d. CITY: BRIDGEWATER | e. STATE: NJ | f. ZIP CODE: 08807-2441

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			IMMEDIATE PROMPT PF

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this order is to fund Dental Insurance for CFPB employees. Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

SEE BILLING INSTRUCTIONS ON REVERSE

$1,376,470.00

17(i) GRAND TOTAL: $1,376,470.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/20/2012	TPD-CFP-11-C-0004	130003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2013-61000001-121110-CFP9050 000000-XXXXXXXXXX-XXXXXXXXXXX-XXXXXXX-XXXXX XXXX-XXXX-XXXXXXXXXXX-XXXXXXXXXXX-XXXXXXXX X-XXXXXXXXX Period of Performance: 01/01/2013 to 12/31/2013					
0001	Dental Insurance for CFPB employees. NTE: $2,687,525.62 Pricing: Pricing listed below is for Option Period 01/01/2013 - 12/31/2013 and is per employee/biweekly premium. The Government pays 100% of the cost. Individual Only: $21.91 Individual Plus One: $44.44 Individual and Family: $80.41 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $1,376,470.00. The obligation for this award is shown in box 17(i).				1,376,470.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$1,376,470.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 12/2011	2. CONTRACT NO. (If any): TPD-CFP-11-C-0005
...DER NO.: 120002	4. REQUISITION/REFERENCE NO.: CFP-90500-12-0017

5. ISSUING OFFICE (Address correspondence to):
Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: L Barnes
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220

7. TO:
a. NAME OF CONTRACTOR: METROPOLITAN LIFE INS COMPANY (INC)
b. COMPANY NAME:
c. STREET ADDRESS: ATTN: JACK NENNA/ PETE SCHWARZ
501 ROUTE 22
d. CITY: BRIDGEWATER | e. STATE: NJ | f. ZIP CODE: 08807-2441

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
...PECTION: Destination	b. ACCEPTANCE: Destination			IMMEDIATE PROMPT P...

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this order is to fund Metlife Life insurance benefits for CFPB employees. The period of performance is 01/01/2012 - 12/31/2012. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME: ARC/ASD/CFP		$1,065,970.50	
SEE BILLING INSTRUCTIONS ON REVERSE — b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G PO BOX 1328 CFP@BPD.TREAS.GOV		$1,065,970.50	17(i) GRAND TOTAL
c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	

UNITED STATES OF AMERICA BY (Signature):

23. NAME (Typed): ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(a)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
'22/2011	TPD-CFP-11-C-0005	120002

I NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The terms and conditions of contract TPD-CFP-11-C-0005 are in full force and effect. Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-610001-CFP9050000-121C-00 000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 01/01/2012 to 12/31/2012					
0001	Metlife provides Life Insurance for CFPB employees FY12 Q2-Q4 $799,477.88 FY13 Q1 $266,492.63				1,065,970.50	
	After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $1,065,970.50. The obligation for this award is shown in box 17(i).					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$1,065,970.50	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 12/20/2012	2. CONTRACT NO. (If any): TPD-CFP-11-C-0005
3. ORDER NO.: 130003	4. REQUISITION/REFERENCE NO.: CFP-90500-13-0026

5. ISSUING OFFICE (Address correspondence to)
Bureau of the Public Debt
Division of Procurement
Avery 5-F
200 Third Street
Attn: L. Hitt
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: METROPOLITAN LIFE INS COMPANY (INC)
b. COMPANY NAME:
c. STREET ADDRESS: ATTN: SEAN J DELANEY/ PETE SCHWARZ
501 ROUTE 22
d. CITY: BRIDGEWATER | e. STATE: NJ | f. ZIP CODE: 08807-2441

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule	10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			IMMEDIATE PROMPT PF

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The purpose of this order is to fund MetLife Life Insurance for CFPB employees. Credit Card Vendor: NO Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME: ARC/ASD/APB			$153,105.00
SEE BILLING INSTRUCTIONS ON REVERSE — b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV			17(i) GRAND TOTAL
c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	$153,105.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): ALAN DOTSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO: 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/20/2012	TPD-CFP-11-C-0005	130003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: CFP5577DEXXXXXX-2013-61000001-121111-CFP9050000000-XXXXXXXXXX-XXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 01/01/2013 to 12/31/2013					
0001	Life Insurance for CFPB Employees. NTE: $1,065,970.00 Pricing in accordance with the contract. After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $153,105.00. The obligation for this award is shown in box 17(i).				153,105.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $153,105.00

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

October 9, 2013

Pamela McHugh
Mintel International Group Ltd
333 W. Wacker Dr, Suite 1100
Chicago, IL 60606

Subject: TFSACFP14C0002

Dear Ms McHugh:

Congratulations! Enclosed is the Contract for the Credit Card Marketing Research Reports and Data Services in support of the Consumer Financial Protection Bureau (CFPB).

Please review the enclosed contract award and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF 1449, you acknowledge and accept the terms and conditions of this contract. After signing the document, please provide a copy of the signed form via email to morrey.gardner@bpd.treas.gov.

Any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the contract number in the subject line of the e-mail.

As in accordance with the Public-Release Contract Version Requirement of the Supplemental Terms, Conditions and Clauses, submit to the Contracting Officer (CO) and the COR, by no later than October 15, 2013, a text-based .pdf file of the fully executed Contract with all proposed necessary redactions.

Ms. Kirsten Ling has been designated Contracting Officer's Representative (COR) and Mr. Kelvin Chen has been designated Alternate COR for this contract. A copy of the letters so designating Ms. Ling and Mr. Chen are enclosed for your information. The letters contain information on their duties and the scope of their authority in this capacity of which you should be aware. Ms. Ling may be reached at 202-435-7201 or via e-mail at Kirsten.Ling@cfpb.gov. Mr. Chen may be reached at 202-435-9647 or via e-mail at Kelvin.Chen@cfpb.gov.

If you have any questions concerning the award, please contact Ms. Morrey Gardner, 304-480-7253.

Sincerely,

Lisa R. Stanley

Lisa Stanley
Contracting Officer

Enclosures

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

1. REQUISITION NUMBER	PAGE	OF
CFP-40300-14-0002	1	15

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
TFSACFP14C0002	10/09/2013			

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

9. ISSUED BY — CODE: BPD-MGARDNER

Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: M. Gardner
Parkersburg WV 26101

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 519130
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION ☐RFQ ☐IFB ☐RFP
	NET 30 PROMPT PAY		

15. DELIVER TO — CODE: CFP

CFP
1700 G STREET, NW
WASHINGTON DC 20552

16. ADMINISTERED BY — CODE: BPD

Bureau of the Public Debt
Division of Procurement
Administration Branch
Avery 5F
200 Third Street
Parkersburg WV 26101

17a. CONTRACTOR/ OFFEROR — CODE: 018488796 — FACILITY CODE:

MINTEL INTERNATIONAL GROUP LIMITED
333 W. WACKER DR
SUITE 1100
CHICAGO IL 60606

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE: ARC/ASD/APB

ARC/ASD/APB
ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this contract is to obtain Credit Card Marketing Research Reports and Data services, on behalf of the Consumer Financial Protection Bureau (CFPB), for a base period of 12 months and four 12-month option periods, in accordance with the requirements on page 4. Vendor Rep: Pamela McHugh Tel: 312-450-6157 E-mail: pmchugh@mintel.com *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$243,500.00

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Lisa R. Stanley

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		LISA R. STANLEY	10-9-2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Gov't COR: Kirsten Ling Tel: 202-435-7201 E-mail: Kirsten.Ling@cfpb.gov Gov't Alternate COR: Kelvin Chen Tel: 202-435-9647 E-mail: Kelvin.Chen@cfpb.gov These items are considered products and shall be paid NET 30 from the later of the install date, service start date or date of invoice submission. Accounting Info: CFP5577DEXXXXXX-2014-61000001-260103-CFP4030000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 10/09/2013 to 10/08/2018				
0001	Base Year - Credit Card Marketing Research and Data Services 1) Compremedia - $218,500.00 2) Mail Monitoring - $25,000.00 Total Cost: $243,500.00 Obligated Amount: $243,500.00 Period of Performance: 10/09/2013 to 10/08/2014 Continued ...				243,500.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TFSACFP14C0002	3	15

NAME OF OFFEROR OR CONTRACTOR

MINTEL INTERNATIONAL GROUP LIMITED

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Option Year 1 - Credit Card Marketing Research and Data Services 1) Compremedia - $222,870.00 2) Mail Monitoring - $25,000.00 Amount: $247,870.00(Option Line Item) Period of Performance: 10/09/2014 to 10/08/2015				0.00
0003	Option Year 2 - Credit Card Marketing Research and Data Services 1) Compremedia - $227,327.00 2) Mail Monitoring - $25,000.00 Amount: $252,327.00(Option Line Item) Period of Performance: 10/09/2015 to 10/08/2016				0.00
0004	Option Year 3 - Credit Card Marketing Research and Data Services 1) Compremedia - $231,874.00 2) Mail Monitoring - $25,000.00 Amount: $256,874.00(Option Line Item) Period of Performance: 10/09/2016 to 10/08/2017				0.00
0005	Option Year 4 - Credit Card Marketing Research and Data Services 1) Compremedia - $236,511.00 2) Mail Monitoring - $25,000.00 Amount: $261,511.00(Option Line Item) Period of Performance: 10/09/2017 to 10/08/2018				0.00
	After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: $1,262,082.00. The obligation for this award is shown in box 26.				

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this solicitation must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above, in addition to the work requirements specified in the Statement of Work, contractors/vendors must ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this delivery order:

_____ 1194.21 Software applications and operating systems.
X____ 1194.22 Web-based intranet and internet information and applications.
_____ 1194.23 Telecommunications products.
_____ 1194.24 Video and multimedia products.
_____ 1194.25 Self-contained, closed products.
_____ 1194.26 Desktop and portable computers.
_____ 1194.31 Functional Performance Criteria
_____ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future."

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUL 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to be notified in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) *Payment*.
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.
(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected contract line item or subline item, if applicable; and
(D) Contractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(6) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (AUG 2012)

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

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR(s) are named on the award form SF-1449. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

CONTRACT TERM

The period of performance for this procurement is a Base Period of 12 months and four 12-month Option Periods.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit to the COR, within ten (10) business days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2013)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_x_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

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

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

__ (ii) Alternate I (NOV 2011).

__ (iii) Alternate II (NOV 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

__ (ii) Alternate I (OCT 1995) of 52.219-7.

__ (iii) Alternate II (MAR 2004) of 52.219-7.

_x_ (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (OCT 2001) of 52.219-9.

__ (iii) Alternate II (OCT 2001) of 52.219-9.

__ (iv) Alternate III (JUL 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f).

_x_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

_x_ (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

_x_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

_x_ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_x_ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_x_ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).

_x_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_x_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

_x_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

x__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (MAR 2012) of 52.225-3.

__ (iii) Alternate II (MAR 2012) of 52.225-3.

__ (iv) Alternate III (NOV 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_x_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.225-26 Contractor Performing Private Security Functions Outside United States (JUL 2013) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note.

__ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (47) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management Registration (JUL 2013) (31 U.S.C. 3332).

__ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management Registration (JUL 2013) (31 U.S.C. 3332).

__ (50) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

x__ (51) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S. – Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

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

___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26 Contractor Performing Private Security Functions Outside United States (JUL 2013) (Section 862, as amended of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note.

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

Consumer Financial Protection Bureau
Credit Card Marketing Research

BACKGROUND
The Consumer Financial Protection Bureau (CFPB) is an independent bureau within the Federal Reserve System that helps empower consumers with the information they need to make financial decisions that are best for them and their families. Created by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), the CFPB works to promote fairness and transparency for mortgages, credit cards, and other consumer financial products and services. The CFPB sets and enforces clear, consistent rules that allow banks and other consumer financial services providers to compete on a level playing field and that let consumers see clearly the costs and features of products and services.

Within the CFPB, the Office of Research, Markets, and Regulation is charged with the responsibility of monitoring developments within the markets for consumer financial services and providing a perspective on key trends and dynamics which is grounded in rigorous, evidence-based research and analysis.

SCOPE
The CFPB requires Credit Card Marketing Research reports and data services in order to accomplish research and data reports with credit card originations marketing, existing customer marketing, and other customer communications. CFPB requires access for unlimited users to the data underlying the reports. With respect to originations marketing, the CFPB requires access to reporting and data that will provide insights into:

- Originations mail volume
- Distribution of mail solicitations by type of product (rewards, non-rewards etc.)
- Distribution of mail solicitations by type of solicitation (pre-screen, invitation to apply)
- Distribution of mail solicitations by demographics (e.g. income)
- Pricing of products being marketed (fees, APR, promotional offers etc.)
- Household penetration of mail volume
- Distribution of mail solicitations by risk band
- Household penetration of offers by risk band
- Pricing of products by risk band

The CFPB requires access to similar information with respect to other solicitation channels (e.g. e-mail, advertising). With respect to existing customer marketing and communications, the CFPB requires access to reporting and data that will provide insight into:

- Marketing of balance transfers
- Marketing of purchase incentives
- Increases and decreases in APR
- Changes in terms

REQUIREMENTS

A. Originations marketing:

1. Contractor shall maintain a consumer panel from which it is able to reliably estimate and report on the credit card direct mail solicitations

2. Contractor shall provide monthly reporting on estimated mail volumes and key direct mail market developments

3. Contractor shall provide quarterly reporting on mail volumes, product, product pricing, demographics, and household penetration

4. Contractor shall provide CFPB with on-line access to raw data in a non-personalized format to allow CFPB to conduct its own analyses of the data

B. Existing Cardholder Marketing and Communications

1. Contractor shall maintain a consumer panel from which it is able to reliably estimate and report on existing customer marketing and communications

2. Contractor shall provide monthly reporting on estimated mail volumes by type of communication and key market developments

3. Contractor shall provide fully quarterly reporting on mail volumes by type of communication, pricing, demographics, and household penetration

4. Contractor shall provide CFPB with on-line access to raw data in a non-personalized format to allow CFPB to conduct its own analyses of the data

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90100-13-0005	1	2

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-13-C-00001	10/01/2012			

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

9. ISSUED BY CODE CFP

CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS:
SIZE STANDARD:

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

15. DELIVER TO CODE CFP

CFP
1700 G STREET, NW
WASHINGTON DC 20552

16. ADMINISTERED BY CODE CFPB

CONSUMER FINAN PROTECTION BUREA
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

17a. CONTRACTOR/ OFFEROR CODE 006920284 FACILITY CODE

POTOMAC ELECTRIC POWER COMPANY
701 9TH STREET N.W.
WASHINGTON DC 20068-0001

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/CFP

ARC/ASD/CFP
ARC/ASD/CFP, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Electricity from PEPCO for the CFPB Headquarters located at 1700 G Street for FY 2013. Accounting Info: CFP5577SFXXXX-2013-610001-CFP9010000-2331-00000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 10/01/2012 to 09/30/2013				
0001	Electricity for CFPB Headquarters Obligated Amount: $1,500,000.00 Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				1,500,000.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$1,500,000.00

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Lauren E Pichet

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
	10-1-2012	LAURENT E. PICHET	10/01/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: $1,500,000.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90100-14-0007	1	2

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-14-C-00002	10/01/2013			

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. FOR:
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	[X] UNRESTRICTED OR [ ] SET ASIDE: [ ] WOMEN-OWNED SMALL BUSINESS [ ] SMALL BUSINESS [ ] WOSB ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] HUBZONE SMALL BUSINESS [ ] EDWOSB [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)	NAICS: SIZE STANDARD:

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1700 G STREET, NW WASHINGTON DC 20552	CFP	CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
POTOMAC ELECTRIC POWER COMPANY 701 9TH STREET N.W. WASHINGTON DC 20001-4372	006920284		ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/CFP

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Electricity purchase and distribution for the CFPB Headquarters Building located at 1700 G Street for FY 2014. (Constellation New Energy, Inc. - GSA GWAC: GS-00P-11-BSD-0822) Accounting Info: CFP5577DEXXXXXX-2014-61000001-233101-CFP9010000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 10/01/2013 to 09/30/2014 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$1,825,000.00

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. ..... OFFER DATED ..... YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Laurent E. Pichet

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
	10/1/2013	LAURENT E. PICHET	10/01/13

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Funding for PEPCO to provide electricity to the 1700 G Street Building for FY14 Obligated Amount: $1,825,000.00 The total amount of award: $1,825,000.00. The obligation for this award is shown in box 26.				1,825,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

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

1. REQUISITION NUMBER	PAGE	OF
	1	27

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7PD-CFP-12-C-0006	06/12/2012			

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	10. SET ASIDE:
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: A. Zoller Parkersburg WV 26101	BPD-AZOLLER	☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☒ N/A	NAICS: 561320 SIZE STANDARD: $13.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	N/30 PROMPT PAY			☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
TO BE IDENTIFIED ON INDIVIDUAL TASK ORDER		Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
PROFESSIONAL SVCS OF AMERICA INC 601 AVERY ST STE 500 PARKERSBURG WV 26101-5102	803898386		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Administrative Support Services SBA REQUIREMENT NUMBER: 0390/12/202034 The Bureau of the Public Debt, on behalf of the Consumer Financial Protection Bureau(CFPB), is awarding this single award Indefinite Delivery Indefinite Quantity, (IDIQ) contract for Administrative Support Services. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[signature]	[signature]
30b. NAME AND TITLE OF SIGNER (Type or print): [illegible] President/CEO	31b. NAME OF CONTRACTING OFFICER (Type or print): LISA R. STANLEY
30c. DATE SIGNED: 6/12/2012	31c. DATE SIGNED: 6-12-2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22 UNIT	23. UNIT PRICE	24. AMOUNT
	POC: Judy Sheppard Phone: 304-485-1282 ext. 1013 Email: jsheppard@psa-inc.com Funds will be obligated when a task order is issued. Task order will list maximum quantity of temporary support needed, and the labor mix shall be adjustable and managed by the Contracting Officer's Technical Representative (COTR) on an as needed basis. (COTR)- Christi Monk, 202-435-7038, Christi.Monk@cfpb.gov. Alternate (COTR) Reginald Peacock, 202-435-7083, Reginald.Peacock@cfpb.gov. Invoicing will be monthly in arrears. Changes can only be made through modification to the contract issued by CO. The maximum contract value is not to exceed (NTE) $4,000,000.00. After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

TPD-CFP-12-C-0006 | 3 | 27

NAME OF OFFEROR OR CONTRACTOR
PROFESSIONAL SVCS OF AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the award number in the subject line of the e-mail.				
	Period of Performance: 06/12/2012 to 06/11/2017				
0001	Base Year: Professional Support Services Labor Category Hourly Labor Rate Title Category Hourly Rate Project Manager I 11-1000 [redacted] Project Manager II 11-1000 [redacted] Business Analyst 13-2051 [redacted] Process Analyst 13-1051 $[redacted] Project Analyst 13-1111 $[redacted] Administrative Asst 10-1263 [redacted] Overtime shall be allowable under this award at a rate 1.5 times that of the stated rate. COTR shall aprove all OT in advance. Amount: [redacted] Period of Performance: 06/12/2012 to 06/11/2013				
0002	Option Year 1: Professional Support Services Labor Category Hourly Labor Rate Title Category Hourly Rate Project Manager I 11-1000 [redacted] Project Manager II 11-1000 [redacted] Business Analyst 13-2051 [redacted] Process Analyst 13-1051 [redacted] Project Analyst 13-1111 [redacted] Administrative Asst 10-1263 [redacted] Overtime shall be allowable under this award at a rate 1.5 times that of the stated rate. COTR shall aprove all OT in advance. Amount: [redacted].00(Option Line Item) Period of Performance: 06/12/2013 to 06/11/2014				0.00
0003	Option Year 2: Professional Support Services Labor Category Hourly Labor Rate Title Category Hourly Rate Project Manager I 11-1000 [redacted] Project Manager II 11-1000 [redacted] Continued ...				0.00

CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: TPD-CFP-12-C-0006 | PAGE 4 OF 27

NAME OF OFFEROR OR CONTRACTOR

PROFESSIONAL SVCS OF AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Business Analyst 13-2051 [redacted] Process Analyst 13-1051 Project Analyst 13-1111 Administrative Asst 10-1263 Overtime shall be allowable under this award at a rate 1.5 times that of the stated rate. COTR shall aprove all OT in advance. Amount: $800,000.00(Option Line Item) Period of Performance: 06/12/2014 to 06/11/2015				
0004	Option Year 3: Professional Support Services Labor Category Hourly Labor Rate Title Category Hourly Rate Project Manager I 11-1000 Project Manager II 11-1000 Business Analyst 13-2051 Process Analyst 13-1051 Project Analyst 13-1111 Administrative Asst 10-1263 Overtime shall be allowable under this award at a rate 1.5 times that of the stated rate. COTR shall aprove all OT in advance. Amount: $800,000.00(Option Line Item) Period of Performance: 06/12/2015 to 06/11/2016				0.00
0005	Option Year 4: Professional Support Services Labor Category Hourly Labor Rate Title Category Hourly Rate Project Manager I 11-1000 Project Manager II 11-1000 Business Analyst 13-2051 Process Analyst 13-1051 Project Analyst 13-1111 Administrative Asst 10-1263 Overtime shall be allowable under this award at a rate 1.5 times that of the stated rate. COTR shall aprove all OT in advance. Amount: [redacted]00(Option Line Item) Continued ...				0.00

CONTINUATION SHEET | TPD-CFP-12-C-0006 | 5 | 27

NAME OF OFFEROR OR CONTRACTOR

PROFESSIONAL SVCS OF AMERICA INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/12/2016 to 06/11/2017 The total amount of award: $4,000,000.00. The obligation for this award is shown in box 26.				

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012) *Alternate I (Oct 2008)*

a) *Inspection/Acceptance. Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [7% *Total Profit*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(a) (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer–Central Contractor Registration, or 52. 232-34, Payment by Electronic Funds Transfer–Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [*"None"*]

(*2*) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*"$0" None').*"]

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would

exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help desk via email ippgroup@bos.frb.gov or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see attachment D). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

Under this contract, the following documents are required to be submitted as an attachment to the invoice:
Documents supporting hours worked as listed on the invoice (timecards or time and attendance report).

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8300.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

Please ensure that the order number (Block 2) is clearly visible on all shipping/service documents, containers, and invoices.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

ADDENDUM TO AB NO. 05-12R1
PERSONNEL SECURITY AND SUITABILITY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS
Performance of this contract requires contractor and subcontractor personnel have a National Agency Check w/ Inquiries (NACI) level background investigation initiated, and a favorable FBI fingerprint check completed before being allowed unsupervised logical or physical access to Government facilities or IT systems and information. A Federal Government issued personnel identification card must be issued before unsupervised physical access to a government facility or logical access to Government IT system or information is permitted. The Contracting Officer

Technical Representative (COTR) will be the sponsoring official and will coordinate with Personnel Security to arrange the background investigation and credentialing process.

At least two weeks before start of contract performance, the Contractor will identify all contractor and subcontractor personnel who will require physical and/or logical access for the performance of work under this contract. Identified contractor and subcontractor personnel will complete and return the below listed documents to the COTR. The Contractor must make all contractor and subcontractor personnel available at the place and time specified by the COTR in order to initiate the credentialing process.

- The designated Standard Form (fillable forms available at http://www.opm.gov/forms/html/sf.asp)
- OF 306 (fillable forms available at http://www.opm.gov/forms/html/of.asp)
- I-9 Form, Documents Utilized in Identity Proofing at http://www.uscis.gov/files/forms/i-9.pdf
- Fingerprint Card
- Release to Obtain Credit information
- Personal Identity Verification (PIV) card application
- Non-Disclosure Agreement (NDA)

A National Agency Check w/ Inquiries (NACI) investigation, which satisfies HSPD-12 background investigation requirements, will be completed for the applicable contractor and subcontractor personnel. This process provides the government with a means to positively identify and make a suitability determination regarding the applicant under this contract.

All contractor and subcontractor personnel working under this contract will be either US citizens or possess Legal Permanent Resident Alien (LPRA) status. Naturalized US citizens will be required to provide an original Naturalization Certificate or US Passport to verify their status. Legal Permanent Resident Aliens will be required to provide their original I-551, Alien Registration Card, issued by the US Immigration and Naturalization Service.

Contractor and subcontractor personnel are required to give full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. The Government's investigative personnel may contact the contractor and subcontractor personnel being screened or investigated in person, by telephone, or in writing. The contractor will ensure that all contractor and subcontractor personnel are available for such contact and that timely responses to investigative requests are provided.

Alternatively, if it is verified that an individual is already vetted by another agency at the appropriate level of background investigation, and the investigation was completed less than five (5) years prior to the start of the contractor's initial logical/physical access date, then further investigation may not be necessary. If this is applicable, provide the COTR with the name of the agency that conducted the investigation and completion date, if known.

If at any point during this process investigative results are unfavorably adjudicated, the individual will be denied further admittance to work on the contract, including both physical and/or logical access. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, the Government shall have the right of final determination.

The cost of the background checks conducted on contractor personnel will be paid by the contractor within three months of the contract being finalized. All cost incurred due to further investigations will be paid by August 30th of each year the contract is in effect. Contractor will be sent a bill for the background checks and the bill will be auto deducted from the next valid invoice submitted by the contractor. Minimum Background Investigation (MBI) = $809 BI = $3,189 Most of the contractors will receive a MBI. Manager's may be require to receive a Background Information (BI). This is yet to be determined based on the application features may have for manager's vs. employees.

During performance of the contract, the Contractor will keep the COTR apprised of any changes in personnel to ensure that work performance is not delayed by compliance with credentialing process. Identification cards that are lost, damaged, or stolen must be reported to the COTR and Issuing Office within 18 hours. Replacement will be at the Contractor's expense. If re-issuance of expired credentials is needed, it will be coordinated through the COTR.

At the end of the contract performance, or when a contractor employee is no longer working under this contract, the contractor will ensure that all identification cards are returned to the COTR. If the contractor does not return all identification cards then last payment may be withheld.

This requirement must be incorporated into any subcontracts that require subcontractor personnel to have regular and routine unsupervised physical access to a federally controlled facility for six (6) months or more, or any unsupervised logical access to a federally controlled information system.

Physical Access: Is the ability to enter a federally owned facility or federally leased space:
- If federal space is limited to a portion of a building then HSPD-12 applies only to that portion owned or leased by the federal government.
- Physical access requirements do not apply to:
- Contractors (permanent, intermittent, temporary or seasonal), guests researchers, and volunteers needing access for less than six (6) months

Logical Access: Ability to access federal IT systems or databases – applies to everyone regardless of how long access is required and whether within a federal facility or by remote connectivity.

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (AUG 2011)

(a) The COTR is Christi Monk, Phone: 202-435-7038, Email: Christi.Monk@cfpb.gov. Alternate (COTR) Reginald Peacock, Phone: 202-435-7083, Email: Reginald.Peacock@cfpb.gov.

(b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily. 33

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1,478.40, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $4,000,000.00;

(2) Any order for a combination of items in excess of $4,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

8(a) SEMIANNUAL REPORTING ON INDEFINITE QUANTITY CONTRACTS

The contractor shall demonstrate semiannually that is has performed the required percentage of work to that date. For a service or supply contract, this does not mean that the 8(a) contractor must perform 50 percent of the applicable costs for each task/delivery order with its own employees, or that the 8(a) contractor must have performed 50 percent of the applicable costs at any point in time during the contract's period or performance. Rather the 8(a) contractor shall perform at least 50 percent of the applicable costs for the combined total of all task/delivery orders issued to date at the end of each six month reporting interval.

If there is a guaranteed minimum stated in the contract, the required performance of work percentage need not be met on task/delivery orders issued during the first six (6) months of the contract. However, the percentage of work that the contractor may subcontract during the first six (6) months of the contract may not exceed 50 percent of the total guaranteed minimum stated in the contract. Once the guaranteed minimum amount is met, the general rule as stated above applies.

At time of award, the CO shall provide to the contractor an Excel spreadsheet titled, **"13 CFR § 124.510 Semiannual Report Attachment B "**, which shall be completed and returned to the Administrative Contracting Officer (ACO) semiannually. The ACO is responsible for ensuring the contractor's compliance with reporting and percentage of work requirements.

DTAR 1052.219-72 Section 8(a) Direct Awards (MAR 2002)

(a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of the Treasury. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 6(a) contractor under the 8(a) program. The cognizant SBA district office is:

Ms. Mellisa Loder 8(a) Business Development
West Virginia District Office
320 West Pike Street Suite 330
Clarksburg, WV 26301

(b) The contracting officer is responsible for administering the purchase order or contact and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the contracting officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner(s) upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)21), transfer of ownership or control must result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and

(2) To adhere to the requirements of FAR 52.219–14, Limitations on Subcontracting.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 04/29/2017.

52.217-8 OPTION TO EXTEND SERVICE (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 tha Contractor within 30 days before the contract expiration date.

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

CONTRACT TERM

The period of performance for this procurement is a Base Period of 12 months and four 12-month Option Periods.

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is $1,478.40.
(b) The maximum amount of the contract will be $4,000,000.00.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT
The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole

discretion of the Government. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA.

The Government will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

CONFIDENTIAL AND SENSITIVE INFORMATION

The Contractor agrees that the work to be performed and information released to the Contractor is, because of the sensitive and confidential nature of such information, sensitive in nature and is not to be disclosed to anyone other than Government employees assigned to the contracted project and other Contractor personnel working on the project. The Contractor agrees to protect all confidential and/or sensitive information received by or provided to the Contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains sensitive or confidential and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the contract, all information provided to or received by the Contractor is deemed confidential and sensitive.

The Contractor shall execute and is responsible for having all of its account team employees and agents working under this contract and/or heving access to sensitive information under this contract execute a statement entitled " Attachment A, Non- Disclosure Agreement." This Statement, a copy of which is appended to this contract, provides that sensitive but unclassified information provided to the Contractor or its employees or agents shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the Government. Executed copies of this statement must be completed and returned to the Government by a duly authorized official of the Contractor and by all Contractor employees or agents who will perform work on the Contract before their work begins. In the event that contractor fails to submit signed Non-Disclosure Agreements prior to beginning work, the effective date of any Non-Disclosure Agreements received after work begins shall be the date of award.

Notwithstanding the forgoing, Contractor may use and disclose claims data to carry out the obligations of the Contractor set forth in this Agreement, or as allowed by law, subject to the provisions set forth in this Agreement.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

__ (ii) Alternate I (NOV 2011).

__ (iii) Alternate II (NOV 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011)(15 U.S.C. 644(r)).

_X_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting
(DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f).

_X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

_X_ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

_X_ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X_ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).

_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X_ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.
_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
__ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
__ (ii) Alternate I (MAR 2012) of 52.225-3.
__ (iii) Alternate II (MAR 2012) of 52.225-3.
__ (iv) Alternate III (MAR 2012) of 52.225-3.
__ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
__ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
__ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
__ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (51)(i) 52.247-64, Preference for Privately Owned
__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
_X_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*).
_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Occupation Title	Monetary Wage- Fringe Benefits
01020	Administrative Assistant Gs-07-Step 1	$21.17 per hour + 30% FOR FRINGE BENEFITS

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

((i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment A- Non Disclosure Agreement (2 pages)
Attachment B- 13 CFR § 124.510 Semiannual Report (1 page)
Attachment C – Wage Determination No.: 2005-2103; Revision No.: 11 (10 pages)
Attachment D – IPP Waiver (1 page)

PERFORMANCE WORK STATEMENT (PWS)
ADMINISTRATIVE SUPPORT SERVICES
PROJECT SUPPORT AND DOCUMENT MANAGEMENT SERVICES

1. BACKGROUND

This is an IDIQ contract issued to allow The Office of Administrative Services of The Bureau of Public Debt an acquisition tool to purchase Administrative Support Services, Project Support, and Document Management Services as needed for the Consumer Financial Protection Bureau (CFPB). Obligation is only incurred against this order when a task order is placed for a specific service and amount. Task Orders are placed and authorized by any warranted Contracting Officer (CO) for the Bureau of the Public Debt (BPD), Division of Procurement.

2. SCOPE

The contractor shall provide employees to provide Administrative Support Services, Project Support, and Document Management Services to CFPB. Contractor personnel shall establish a pleasant relationship while maintaining confidentiality.

3. PERSONNEL QUALIFICATIONS

3.1 PERSONNEL REQUIREMENTS FOR ADMINISTRATIVE SUPPORT SERVICES

Contractor personnel performing under this contract shall have the following qualifications:

- General office skills, including typing and basic grammar;
- Computer experience with Microsoft Office software and experience working with database applications;
- Be well organized;
- Able to work independently, without close supervision;
- Ability to remain calm during stressful situations;
- Ability to sit for long periods;
- Fluent in English
- Ability to use the telephone and operate standard office equipment;
- Must have experience working as an administrative support specialist for a corporate or government executive.

3.2 PERSONNEL REQUIREMENTS FOR PROJECT SUPPORT AND DOCUMENT MANAGEMENT SERVICES

The Contractor shall be responsible for all personnel actions including the hiring, training, assigning, paying, providing benefits and leave disciplining and terminating of its employees as follows:

a. The Contractor Project Manager (PM) identified in the contract shall be available for each day of performance. The PM must be trained and knowledgeable in all areas of work specified in the contract. The PM shall possess the ability to effectively manage employees and the workload given by the government.
b. The Contractor must provide individuals who are:
   1. Proficient in the English language;
   2. Able to perform the minimum requirements for this skill category; and
   3. Selected in accordance with applicable Equal Employment Opportunity Laws and Regulations.
c. The Contractor must ensure that its employees have received adequate training to perform the minimum requirements prior to being made available under this contract.
d. The Contractor shall assign qualified individuals for the skill category requested. Any substitutes provided must meet the minimum requirements for the position.
e. Contractor personnel assigned to this task order Performance Work Statement must be able to pass a Background Information background investigation (or, where deemed acceptable by CFPB, a Minimum Background Information (MBI) background investigation).

4. SPECIFIC TASKS/REQUIRED SERVICES

4.1 ADMINISTRATIVE SUPPORT SERVICES

The contractor shall perform services including, but not limited to the following:

a) Provide direct assistance to senior staff as assigned

b) Maintain Outlook calendars for senior staff and schedule meetings based on availability of senior staff and other meeting attendees (e.g. arranging/reserving meeting facilities and audio-visual support, sending invitations and meeting materials, coordinating arrival/greeting of meeting visitors, managing schedules for the Assistant Director, Section Chiefs, and Managers).

c) Assist in travel coordination for all individual staff and section/group travel. While we have a Travel Coordinator to make the actual arrangements with Sato Travel group and create GovTrip authorizations and vouchers, it will be the admin staff's responsibility to ensure that all needed material, equipment and travel arrangements are accurate and provided to the traveler in a timely manner

d) Assist with basic office functions to include, copying, faxing, emailing and providing reception services to guests.

e) Preparing/managing project documents (e.g. drafting and updating task lists and other organizational support documents; sending mail, express mail, and other project communications/documentation; photocopying; printing and organizing large volumes of electronic data, etc.).

f) Assist in the organization of conference material to include formatting/editing presentations, preparing binders and gathering necessary material

g) Assist in conference planning to include location coordination, catering, travel requirements (if any)

h) Edit and proof documents, such as Memos, Notes and any other formal or informal outgoing material

i) Maintain Outlook calendars for conference lines, leave calendar and upcoming events calendar

j) Answer phones and take messages for assigned senior staff

k) Distribute incoming mail (external and internal)

l) Ensure that any official outgoing mail or packages are delivered to the mail room before close of business

m) Assist with station set-up of incoming personnel assigned to the section/group

n) Attend staff meetings as scheduled

o) Providing support around organizing hiring materials, printing off necessary documentation, and arranging scheduling of interviews for hiring team

p) Assist in the training of new Admin Staff

4.2 PROJECT SUPPORT AND DOCUMENT MANAGEMENT SERVICES

The contractor shall perform services including, but not limited to the following:

a) Scheduling project meetings (e.g. arranging/reserving meeting facilities and audio-visual support, sending invitations and meeting materials, coordinating arrival/greeting of meeting visitors, managing schedules for the Assistant Director, Section Chiefs, and Managers, coordinating meetings with financial institutions for bank portal training and live meeting set-up for institutions to participate in training.)

b) Providing project documentation support to include formatting/editing documentation based on CFPB input including e-mailing and interfacing with financial institutions' representatives to ensure the appropriate

individuals from the institution are signed up, confirmed and prepared with the right invitation information for training.

c) Updating contact information for financial institutions, receiving and logging issues that financial institutions report regarding the bank portal or any of our consumer complaint system apparatus.

d) Providing support and guidance in generating password resets as they are required or requested by financial institutions in a timely manner.

e) Preparing/managing project documents (e.g. drafting and updating task lists and other organizational support documents; sending mail, express mail, and other project communications/documentation; photocopying; printing and organizing large volumes of electronic data, etc.).

f) Providing support around organizing hiring materials, printing off necessary documentation, and arranging scheduling of interviews for hiring team.

g) Engaging in general administrative duties to help with team management/ administration, including working on facilities-related requests and managing IT Help Desk support requests, and training related issues involving financial institutions and any difficulties they experience logging into the bank portal within Consumer Response.

h) Providing support for administrative tasks related to on-boarding employees, orientation responsibilities as directed, and exiting or transferring employees, including managing asset tracking.

i) Liaising with CFPB staff to understand travel needs, provide support to secure advance travel logistics and relay travel information, often on an urgent basis.

j) Contacting travelers to get and relay travel information, often on an urgent basis.

k) Registering travelers in GovTrip, make travel reservations (in GovTrip or with Sato Travel group), and prepare travel authorizations and vouchers (employee and invitational).

l) Ensuring confirmed reservations and trouble-shoot problems and missing information.

m) Process travel arrangements in accordance with CFPB and other travel regulations and procedures.

n) Coordinating with Chief Financial Officer (CFO) staff (travel director and staff) and other CFPB staff to complete administrative functions.

o) Handling incoming/outgoing calls internally and with the public, particularly representatives from financial institutions.

p) Researching and preparing information in response to requests for program, budget, and statistical data.

q) Developing, drafting or taking dictation and producing correspondence to financial institutions as required by CFPB leadership

r) Answering, handling, routing calls from external stakeholders to the appropriate CFPB divisions, offices and people consistent with written and verbal guidance.

s) Performing other related tasks as needed.

5. BUSINESS HOURS AND COVERAGE

Work under the task order is anticipated to be performed within the normal business hours of 9:00am to 6:00pm (EST) Monday through Friday (less Federal holidays and other Government closings). Under special circumstances, the Contractors may be required to work outside normal business hours. The COTR must approve exceptions to the normal business hour schedule in advance. Work schedule will be indicated at the task order level.

6. MANAGEMENT AND ADMINISTRATION

The contractor shall provide the CFPB with resumes of potential individuals to be assigned under the contract and will provide CFPB an opportunity to speak with such candidates, before any individuals are assigned under the task order. In addition, at the Treasury's sole discretion and instructions, the contractor will remove an assigned individual from providing services under the contract, and will work with the Treasury, CFPB on assigning a replacement individual.

Key Personnel will be identified at the task order level.

(a) For planned Key Personnel replacements, the Contractor shall provide the Government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel under each Call shall not be accepted unless specifically approved in writing by the Contracting Officer. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

(b) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

(c) The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

(d) The Government reserves the right to request replacement personnel if a problem with performance is apparent. The replacement must be made immediately available to ensure non-interruption of work.

(e) Scheduled Absences: The Contractor employee shall schedule absences, such as vacation, et least 2 weeks in advance. The COTR and the Contractor shall mutually agree upon the scheduled absence and the Contractor shall provide a backup Administrative Support employee only if the absence will exceed 48 hours and only if the COTR is in agreement.

(f) Unscheduled Absences: The Contractor shall notify the COTR within one (1) hour prior to the scheduled shift when unable to work (e.g. illness).

(g) The Government may negotiate with the Contractor regarding the proposed QCP, proposed labor mix and staffing hours or any other issues as deemed appropriate by the ACO.

7. PLACE OF PERFORMANCE

Work shall be performed in on-site at 820 First Street, NE, Washington, DC. with possible performance at other CFPB locations in the Wsshington, D.C. metro area as follows:

1801 L. Street NW, Washington D.C.
717 14th St, NW, Washington D.C.
1700 G St, NW. Washington D.C.

In the future, work in other states may be required. Contractor shall coordinate the performance locations with the COTR and business owners accordingly.

8. CONFIDENTIALITY

The Contractor recognizes that, in performing under this task order, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the task order, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees shall not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the task order without first receiving written permission from the CO. The Contractor shall secure information received from or prepared or gathered for the bureau under this task order in a secure

location with access limited to only those personnel with a "need to know." If disclosure of information is required by law or legal process, the Contractor shall contact the COTR and the CO immediately to receive approval prior to release of any information. Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217 (Regarding 31 CFR § 31.217, this is not a TARP covered project; however, CFPB requires that non-public information be secured as stated in 31 CFR § 31.217. The only difference is that if information is inadvertently released, the Contractor shall contact the COTR and CO listed in the task order and not contact Bureau personnel). See Attachment A for the non-disclosure agreement form.

9. TECHNICAL INFORMATION SYSTEM REQUIREMENTS

The Contractor agrees to ensure that all electronic files and media used to store or transmit data to the Government, are free of computer viruses.

All draft and final reports, including attachments, schedules and agency comments, and all other deliverables shall also be submitted to the COTR on virus-free media or via email using standard word processing format which is Microsoft Word, Excel, PowerPoint, and/or Adobe Acrobat. The documents shall be compatible with Microsoft Office 2007 and/or Adobe Acrobat 8.

Contractors shall have access to Internet E-mail and have the ability to send and receive deliverables and E-mail messages via Internet. Personal accounts owned by an individual are not authorized to be used to communicate or receive information. These accounts include email accounts created or utilized for personal communication such as: gmail, yahoo, Verizon, Comcast, and others. Each Contractor employee assigned to this agreement shall have an email account issued by the Contractor.

Personal computers owned by an individual are not authorized for use for any work under this contract. Computers shall be secured to protect the information stored during completion of work assignments.

10. GOVERNMENT FURNISHED PROPERTY

For on-site contractor personnel, the Government will provide access to the local network for email and the document management necessary to perform the activities outlined in the task order. Contractor personnel shall comply with Treasury's Federal Information Security Management Act (FISMA) and Privacy Act training requirements. In addition, equipment, software, support, and facilities will be provided by the government for on-site personnel.

The government furnished property (materials, equipment, badges, and/or information) will be provided in conjunction with required performance under this task order as determined by mutual agreement between the Government and the Contractor. At the written request of the Government, the Contractor shall immediately return any property provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor shall continue to abide by FAR Part 45 until completion of the task order.

11. QUALITY ASSURANCE

The Government will periodically evaluate the contractor's performance in accordance with the Performance Requirement Summary (PRS). The purpose of the PRS is to ensure that all PWS requirements are complete and acceptable. The PRS will ensure reliable continued service and preclude unnecessary complaints as a result of unacceptable performance. The Government's PRS includes the following elements:

- Standards of acceptable performance.
- Minimum acceptable quality level
- Incentive/disincentive

12. PARTICIPATION IN GOVERNMENT QUALITY ASSURANCE

In addition to performing Contractor quality control, the Contractor shall participate in Government quality assurance programs as required by the CO.

13. PERFORMANCE STANDARDS LISTING FOR ESTABLISHMENT AT TASK ORDER LEVEL

4.2	***Project Support Services***			
	Develop & update task tracking logs (responsibility matrix)	Log shall identify all tasks, responsible individual, due date, and status within 2 business days of receipt of the task.	Log shall contain no more than 5% inaccurate information.	100% COTR review
	Track & report on project or organizational metrics	Reports on approved Treasury DO metrics will delivered to the COTR in accordance with the reporting schedule contained in the contract.	Data underlying metrics shall contain no more that 3% errors. 100% of errors will be corrected within 1 business day of identification by COTR.	100% COTR review
	Draft project documents for government review	Accurate and complete project documents shall be delivered to the COTR on the agreed-upon delivery date.	Not more than 5% of requested documents will fail to meet the agreed upon delivery date. No more than 5% of documents will be returned for rework due to inaccuracies or incompleteness.	100% COTR review
	Develop & update workflow diagrams	Accurate and complete workflow diagrams shall be delivered to the COTR on the agreed-upon delivery date.	Not more than 5% of requested diagrams will fail to meet the agreed upon delivery date. No more than 5% of diagrams will be returned for rework due to inaccuracies or incompleteness.	100% COTR review
	Develop & update risk mitigation plans	Accurate and complete risk mitigation plans shall be delivered to the COTR on the agreed-upon delivery date.	Not more than 5% of requested risk mitigation plans will fail to meet the agreed upon delivery date. No more than 5% of mitigation plans will be returned for rework due to inaccuracies or incompleteness.	100% COTR review
	Develop & update project schedules	Realistic and complete project schedules shall be delivered to the COTR on the agreed-upon delivery date.	Not more than 5% of requested project schedules will fail to meet the agreed upon delivery date. No more than 5% of project schedules will be returned for rework due to unrealistic forecasts or incompleteness.	100% COTR review
	Maintain paper and electronic files for all assigned work	Maintenance of accurate and complete paper and electronic files; file documents shall be placed in the file within 2 business days of the creation of the document.	No more than 5% of files will be incomplete.	Periodic COTR inspection to be further defined at task order level.

	Maintain a list of issues and lessons learned	Maintenance of a comprehensive list of issues and lessons learned. Issues and lessons learned shall be listed within 2 days of being identified by the COTR.	List shall omit no more than 5% of identified issues or lessons learned	Periodic COTR inspection to be further defined at task order level.

14. CONTRACT TYPE

The services will be ordered through labor hour task orders.

15. TASK ORDER INSTRUCTIONS:

When a task order is placed for support services a PWS will be issued with the task order to the contractor indicating the maximum number of employees and labor categories needed.

The contractor shall submit a batch of resumes for the labor category indicated on the task order for proposed personnel. Resumes shall demonstrate the capability to perform tasks as defined for a requested labor category in accordance with the PWS. The contractor shall provide the customer an opportunity to speak with such candidates, before any individuals are assigned under the contract. It is anticipated that each proposed personnel will work 40 hours/week with core hours from 9 AM – 6 PM.

16. SPECIFIC NEEDS FOR TASK ORDER

The COTR will clarify the actual personnel quantity needed and the work hours with the contractor on a week to week basis. The contractor shall not provide services that exceed the obligated amount. The contractor shall notify the procurement office when 80% of the total obligated amount has been expended.

ATTACHMENT A
Conditional Access to Sensitive but Unclassified Information
Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of (identify the nature of contract work or special project). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Government has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to Treasury by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Government that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the Government for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on (name the project) in order for the Government to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Government, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Government, to be placed in secure storage unless it is determined by Government officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, Government officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the Government.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Government.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying

me conditional access to Government information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Government from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Government as a prior condition on conditional access to sensitive but unclassified information.

_____ _____

Signature

Please submit completed form to COTR as listed on award.

13 CFR § 124.510 Semiannual Report
8(a) Award

Contract No.: Attachment B
Contract Period of Performance:
Contractor Name:
Contractor Address:

Contractor POC:
Contractor Phone No.:

Company DUNS No.:

Reporting Period:

Task Order Number	Order Amount	Total Personnel Costs	8(a) Company's Cost	Percentage of Costs
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
				#DIV/0!
Totals:	$ -	$ -	$ -	#DIV/0!

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011 Attachment C
****

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski
Director

Oivision of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 11
Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69

12235 - Optical Dispenser		20.17
12236 - Optical Technician		15.80
12250 - Pharmacy Technician		18.12
12280 - Phlebotomist		15.69
12305 - Radiologic Technologist		31.11
12311 - Registered Nurse I		27.64
12312 - Registered Nurse II		33.44
12313 - Registered Nurse II, Specialist		33.44
12314 - Registered Nurse III		40.13
12315 - Registered Nurse III, Anesthetist		40.13
12316 - Registered Nurse IV		48.10
12317 - Scheduler (Drug and Alcohol Testing)		21.73
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.86
13012 - Exhibits Specialist II		24.61
13013 - Exhibits Specialist III		30.09
13041 - Illustrator I		20.48
13042 - Illustrator II		25.38
13043 - Illustrator III		31.03
13047 - Librarian		33.88
13050 - Library Aide/Clerk		14.21
13054 - Library Information Technology Systems Administrator		30.60
13058 - Library Technician		19.89
13061 - Media Specialist I		18.73
13062 - Media Specialist II		20.95
13063 - Media Specialist III		23.36
13071 - Photographer I		16.65
13072 - Photographer II		18.90
13073 - Photographer III		23.67
13074 - Photographer IV		28.65
13075 - Photographer V		33.76
13110 - Video Teleconference Technician		20.39
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.92
14042 - Computer Operator II		21.18
14043 - Computer Operator III		23.60
14044 - Computer Operator IV		26.22
14045 - Computer Operator V		29.05
14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88

16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75

23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equpment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

29020 - Hatch Tender		23.13
29030 - Line Handler		23.13
29041 - Stevedore I		21.31
29042 - Stevedore II		24.24
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	29.56
30021 - Archeological Technician I		20.19
30022 - Archeological Technician II		22.60
30023 - Archeological Technician III		27.98
30030 - Cartographic Technician		27.98
30040 - Civil Engineering Technician		26.41
30061 - Drafter/CAD Operator I		20.19
30062 - Drafter/CAD Operator II		22.60
30063 - Drafter/CAD Operator III		25.19
30064 - Drafter/CAD Operator IV		31.00
30081 - Engineering Technician I		22.92
30082 - Engineering Technician II		25.72
30083 - Engineering Technician III		28.79
30084 - Engineering Technician IV		35.64
30085 - Engineering Technician V		43.61
30086 - Engineering Technician VI		52.76
30090 - Environmental Technician		27.41
30210 - Laboratory Technician		23.38
30240 - Mathematical Technician		28.94
30361 - Paralegal/Legal Assistant I		21.36
30362 - Paralegal/Legal Assistant II		26.47
30363 - Paralegal/Legal Assistant III		32.36
30364 - Paralegal/Legal Assistant IV		39.16
30390 - Photo-Optics Technician		27.98
30461 - Technical Writer I		21.93
30462 - Technical Writer II		26.84
30463 - Technical Writer III		32.47
30491 - Unexploded Ordnance (UXO) Technician I		24.74
30492 - Unexploded Ordnance (UXO) Technician II		29.93
30493 - Unexploded Ordnance (UXO) Technician III		35.88
30494 - Unexploded (UXO) Safety Escort		24.74
30495 - Unexploded (UXO) Sweep Personnel		24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		14.32
31030 - Bus Driver		20.85
31043 - Driver Courier		13.98
31260 - Parking and Lot Attendant		10.07
31290 - Shuttle Bus Driver		15.66
31310 - Taxi Driver		13.98
31361 - Truckdriver, Light		15.66
31362 - Truckdriver, Medium		17.90
31363 - Truckdriver, Heavy		19.18
31364 - Truckdriver, Tractor-Trailer		19.18
99000 - Miscellaneous Occupations		
99030 - Cashier		10.03
99050 - Desk Clerk		11.58
99095 - Embalmer		23.05
99251 - Laboratory Animal Caretaker I		11.30
99252 - Laboratory Animal Caretaker II		12.35
99310 - Mortician		31.73
99410 - Pest Controller		17.69
99510 - Photofinishing Worker		13.20
99710 - Recycling Laborer		18.50

99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.59 per hour or $143.60 per week or $622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.
Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment D

Bureau of the Public Debt, Administrative Resource Center IPP Waiver Form

The Bureau of the Public Debt's Electronic Invoicing And Payment Requirements Clause indicates a preference that all new awards have invoices submitted electronically via the Internet Payment Platform (IPP). If the Contractor does not submit its invoice through IPP, the Contractor shall submit a Waiver Form indicating the reason for the waiver via e-mail to **contractadministration@bpd.treas.gov**

☐ An individual (includes employees and sole proprietors) determines that the submission of invoices through IPP would impose a hardship due to either a physical or mental disability; a geographic, language, or literacy barrier, or a financial hardship.

☐ The political, financial or communications infrastructure of a foreign country does not support access to IPP for submitting invoices electronically.

☐ The contractor is located within an area designated by the President or an authorized agency administration as a disaster area.

☐ The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.

☐ The agency does not expect to receive more than one invoice from the same contractor within a one-year period, i.e., the invoice submission is non-recurring.

☐ The contractor's current invoicing system requires submission of ____ files which is not currently supported by IPP.

☐ Other – Please explain _____

_____

_____

_____

_____

Contractor Name: _____ **DUNS:** _____

Name of Person Submitting Waiver: _____ **Title:** _____

Email: _____ **Phone No.:** _____

Contract/Order No. _____ **Date Submitted:** _____

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 30

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/28/2012	2. CONTRACT NO. (If any): CFP-12-Z-00015
3. ORDER NO.: 0004	4. REQUISITION/REFERENCE NO.: CFP-90300-12-0083

5. ISSUING OFFICE (Address correspondence to)
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1500 PENNSYLVANIA AVE, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20220

7. TO
a. NAME OF CONTRACTOR: PRICEWATERHOUSECOOPERS LLP-1
b. COMPANY NAME:
c. STREET ADDRESS: 1800 TYSONS BLVD
d. CITY: MCLEAN | e. STATE: VA | f. ZIP CODE: 22102-4261

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination / b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-10F-0466N Management Consulting Services for the Office of Technology & Innovation Period of Performance: 09/28/2012 to 09/27/2015 Continued ...					

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME: ARC/ASD/CFP			
SEE BILLING INSTRUCTIONS ON REVERSE	b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV			17(i) GRAND TOTAL
	c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328	

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO. 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/28/2012	CFP-12-Z-00015	0004

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Management Consulting Services for the Office of Technology & Innovation Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2511-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2012 to 09/27/2013				[redacted]	
0002	Travel Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2012 to 09/27/2013				[redacted]	
0003	Option Year 1: Management Consulting Services for the Office of Technology & Innovation Amount: [redacted] (Option Line Item) Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2013 to 09/27/2014				[redacted]	
0004	Option Year 1: Travel Amount: [redacted] (Option Line Item) Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2013 to 09/27/2014 Continued ...				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO. 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/28/2012	CFP-12-Z-00015	0004

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0005	Option Year 2: Management Consulting Services for the Office of Technology & Innovation Amount: [redacted] (Option Line Item) Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2014 to 09/27/2015				[redacted]	
0006	Option Year 2: Travel Amount: [redacted] (Option Line Item) Accounting Info: CFP5577SFXXXX-2012-610001-CFP9030000-2524-00000000-XXX-XX-XXXXXXXXX-XXXXXXXX-XXXXXXXXX Funded: [redacted] Period of Performance: 09/28/2014 to 09/27/2015 The total amount of award: [redacted]. The obligation for this award is shown in box 17(i).				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

BPA CFP-12-Z-00015 Call 0004 – Management Consulting Services for the Office of Technology and Innovation (T&I)

1.0 GENERAL. The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

PricewaterhouseCoopers LLP (PwC)
1800 Tysons Boulevard
Mclean, VA 22102

2.0 TYPE OF CALL. The Government has awarded a Labor Hours BPA Call.

3.0 CALL. This is a Labor Hours Call Not-To-Exceed (b) (4)

4.0 LABOR RATES AND LABOR CATEGORY QUALIFICATIONS.

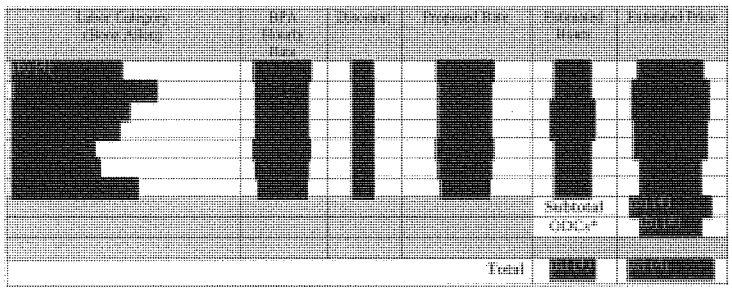
The Contractor's Schedule of Services and Prices, to include labor rates and minimum qualifications per labor category, awarded in the BPA are as follows:

BPA LABOR RATE TABLE (Government Site)

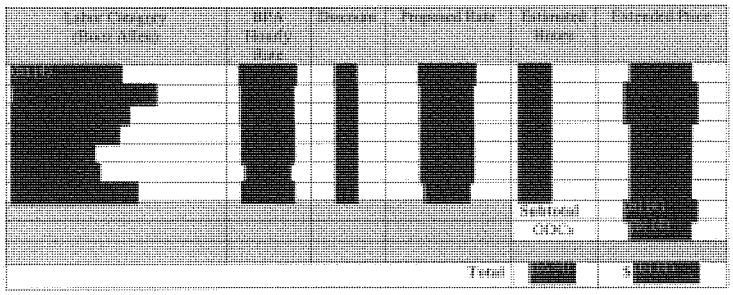
Labor Category	Base Period	Option Period 1	Option Period 2
(b) (4)			

Call 0004 PRICING TABLE (Government Site)

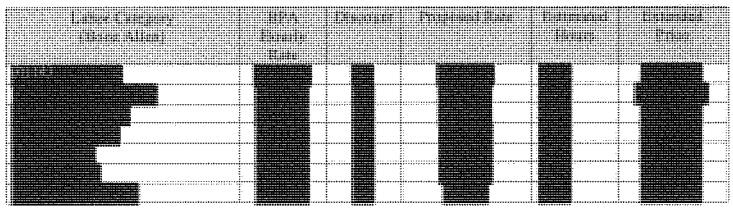
Base Period: Date of Award through One Year



Option Period 1



Option Period 2



				Subtotal	(b)(4)
				ODCs	(b)(4)
				Total	(b)(4)
				Grand Total	(b)(4)

Travel:

Only travel costs may be billed as Other Direct Costs (ODCs) under this Call. A not to exceed value of (b)(4) has been applied for each year and is not subject to change for price evaluation purposes.

a. All non-local travel (i.e. travel outside the Washington, D.C. Metropolitan Area) will be paid in accordance with the provisions of the Federal Travel Regulations. The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftr.

b. Local travel will not be reimbursed under this BPA Call. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; travel to and from meetings with CFPB personnel; supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

5.0 PERIOD OF PERFORMANCE. The period of performance shall be for one Base Year and two Option Years, if exercised by the Government.

Base Year – September 28, 2012 to September 27, 2013
Option Period 1 – September 28, 2013 to September 27, 2014
Option Period 2 – September 28, 2014 to September 27, 2015

6.0 BACKGROUND AND PERFORMANCE OBJECTIVES: The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau ("CFPB" or the "Bureau") to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

In July 2011, the CFPB became operationally independent as a Bureau. As such, the demands and priorities of the Bureau are increasing especially in the areas of program/project management, business process development, and portfolio management and prioritization. As the CFPB tackles increasingly large, complex initiatives involving the successful execution of multiple, often parallel, projects, it necessarily integrates resources from across the organization. Management of these resources requires the

ability to leverage project management tools and processes to achieve the outcomes specified by the CFPB's business and information technology (IT) strategies.

To meet these growing demands, the Technology and Innovation Office seeks management consulting services to provide program/project management support and assist with its on-going efforts to grow and mature its Program Management Offices (PMOs), provide project support services and collaborate with CFPB staff program managers to offer state-of-the-art program/project management services to its internal customers. Through this support, the CFPB intends to adopt best practices currently employed in the private or public sectors to improve, sustain and mature its project management and business processes.

6.1 Organizational Background

The Program Management Office (PMO) within the Technology and Innovation Office manages and coordinates the CFPB portfolio of IT projects to include performing project prioritization and sequencing of various IT projects to meet the changing needs of business areas. Additionally, the PMO is responsible for deploying IT project management resources to effectively manage and support various IT projects across business units including Chief Operating Officer (COO), Enforcement, Supervision, Fair Lending, External Affairs, Consumer Response (CR), Consumer Education and Engagement (CEE) and Research Markets and Regulations (RMR).
Within the PMO, there are Customer Relationship Managers (CRM), business analysts, and project managers. The CRMs serve as liaisons to the business units and are charged with understanding the business objectives and drivers that exist within their portfolio. Project managers and business analysts are matrixed across various business units. Currently, project management resources are contracted with support provided to business units as follows: Consumer Response (4.5 resources); Enforcement/Supervision/E-Law (3.5 resources); RMR (1 resource); IT PMO (3 resources including infrastructure); CEE (1 resource); and COO (1 resource).

While the PMO has made progress by developing and implementing sound program management practices and processes, there is room for significant growth in order to mature and ensure the efficacy of the PMO. Currently, there are 119 projects in the IT portfolio that vary in size, scope and complexity. It is anticipated that the current level of support will increase to ensure effective resourcing and project management support across these projects.

6.2 Objectives:

As a direct result of contract performance, the CFPB expects to achieve the following outcomes:

- Better alignment of IT expenditures and business strategies.
- Processes for better translating business strategy into technology decisions.
- Identification of where resources are being used.

- Methods for balancing the use of scarce resources across multiple projects.
- Identification of opportunities to improve efficiency, effectiveness, and quality.
- Effective management of issues that arise that could derail project completion.
- Process standardization.
- Organizational maturation aligned with Project Management Institute's (PMI's) Organizational Project Management Maturity Model (OPM3) maturity standards.
- Implementation of best practices in program/project management.
- Improvement in the utilization of CFPB staff resources.

7.0 SCOPE.

The scope of Call 0004 is to provide the Technology and Innovation Office with management consulting services for project/program management support to existing and new business projects. All tasks shall be performed in a manner that meets the highest level of professional and technical standards applicable to the particular subject area. All Contractor personnel shall be considered experts in the areas in which they work. All Contractor personnel are expected to routinely:

- Keep current with advances in program management tools and techniques and to share this knowledge with project team members.
- Act in a consultative manner, proactively offering recommendations and value-added advice to help the PMOs achieve their strategic objectives in the most effective and cost-efficient manner.
- Respond promptly and courteously to requests for assistance by authorized personnel (i.e. assigned COR).
- Document all work creating an effective audit trail.

The CFPB has identified the following functions to be provided. Each function is presented with the set of activities that are representative, not exhaustive, of the tasks required. The Contractor shall provide support, as may be directed, to the CFPB for the full range of project/program management activities including:

7.1 Program Management Support

- Assist in the management of Service Level Agreements (SLAs) for CFPB initiatives to ensure operational performance and improvements.
- Support, recommend, and promote sound program and project management practices, processes, and procedures.
- Facilitate stakeholder and client communications for CFPB initiatives to ensure requirements are captured. Support the achievement of the CFPB strategic plan and maximize interoperability and alignment between agency initiatives

- Leverage industry best practices to ensure CFPB's effective management of issues and risks that support and achieve required cost and schedule performance standards.
- Participate in organizational change management (OCM) activities associated with CFPB program initiatives.
- Assist with business process re-engineering (BPR) initiatives associated with CFPB initiatives.
- Support the planning, management and improvement initiatives associated with CFPB program level reviews (e.g., Investment Review Board (IRB), In Process Reviews, Post Implementation Reviews, control reviews, Inspector General Reviews, and senior management reviews).

7.2 Process/Method Standardization and Maturation

- Identify, develop, maintain, and publicize CFPB-standard program management processes, tools, methods, and standards for the following areas:
  - Change control
  - Risk management
  - Earned Value Management (pursuant to CIPC requirements)
  - Requirements analysis
  - User acceptance testing
  - Organizational change management
  - Configuration management of non-software, business-specific artifacts (such as processes and documents)
  - Quality assurance and quality control
  - IV&V
  - Application change management
  - Business process re-engineering (BPR)
- Assist with the planning and management of document templates for CFPB program initiatives (e.g., program charter, change request, risk management plan, program management plan, and communication plan).
- Assist with the implementation of process-maturity monitoring capability that is aligned with standards for CMMI and OPM3 (for the PMO organizations):
- Determine process-maturity baseline
- Define process-maturity targets

- Assess process maturity on a regular basis
- Implement corrective action for processes that fail to meet the defined maturity target

7.3 Portfolio Management

- Assist with the development of standards and methods for creating benefit analysis associated with business unit project alternatives.
- Employ industry-recognized strategies such as ANSI EIA 748-A standards for Earned Value Management (EVM) and other industry-recognized strategies (such as Department of Defense protocols) to assist with the management of CFPB initiatives which yield the highest ROI at the lowest reasonable level of risk.
- Assist with the management of governance mechanisms to ensure the project portfolio achieves business unit strategic objectives Support Capital Planning and Investment Control (CPIC) decision-making by providing analysis of the existing CFPB initiatives and any proposed new initiatives and making recommendations regarding initiation, continuation, and termination of projects to facilitate operational improvements.
- Support CPIC "processes for CFPB initiatives" by assisting in the creation and update of OMB 300s and other supporting documentation associated with earned value reporting and enterprise architecture compliance to ensure reporting of operational expansion

7.4 Knowledge Management

- Ensure the effective update and transition of all documentation developed in supporting CFPB IT-related initiatives.

7.5 Business Performance

- Gain an understanding of the strategic objectives of CFPB business units and assist in developing performance measures to determine if those objectives are achieved.
- Support implementation of ANSI-standard EVM methodology (and other measurement mechanisms) to facilitate IT program control.
- Recommend performance measures, control mechanisms, and quality standards for programs supervised by IT PMO resources.
- Recommend performance measures, control mechanisms, and quality standards for the CFPB PMOs.

- Support development and implementation of a Quality Assurance methodology to include the Consumer Response processes including sampling approach, reporting, analytical tools, and process flow.
- Provide business process consulting such a Lean Six Sigma and other process analysis discipline.
- Facilitate the achievement of business unit strategic business goals by measuring and reporting the performance of programs supervised by the IT PMO resources.
    - Identify "as is" metrics for the existing environment
    - Create a program performance baseline
    - Measure "to be" performance
    - Compare "as is" and "to be" performance
- Support the implementation life-cycle measurement and reporting consistent with CPIC and CMMI standards and practices.

7.6 Information Management Strategy Development

- Support the development of business unit information management strategies.
- Assist with development of standards, policies, and procedures to support that vision and strategy.
- Provide guidance to facilitate the continued evolution of Information Management (IM) and IT systems that will help the business units perform their mission and support their users.
- Support the business unit's tactical planning related to the continued evolution of IM and IT systems.
- Assist the business units with articulating their interests related to interagency IT endeavors and e-Gov initiatives.
- Within the context of supporting CFPB-wide enterprise initiatives and strategic planning, monitor state-of-the-art developments in information technology and evaluate new capabilities that will facilitate the achievement of the business units' strategic vision.
- Assist with the strategy/approach for delivering web content in support of business-unit strategic goals, including the addition of new capabilities to improve the user experience and application performance of the web site.

7.7 Project Management Consulting

- Provide consulting in all nine project-management knowledge areas defined by the PMBOK.

- Provide "911" support for troubled projects/programs such advice on root cause and corrective actions, risk planning and prevention mechanisms.
- Provide advice to business unit project managers in the use of recommended project management processes, tools, and methodologies.
- Facilitate "Lessons Learned" sessions for programs
- Provide support in the planning, management and reporting of improvement initiatives to ensure efficient and effective Bureau –wide solutions, including but not limited to the following areas: Data management and analytics, architecture and infrastructure, web development and design, communication, collaboration and messaging, web content management, document management, knowledge management, identity management, and enterprise-wide security operations.

8.0 TASK ORDER DELIVERABLES. The Contractor shall deliver to the Contracting Officer's Representative (COR), on a weekly or ad hoc basis, as required, such documents including, but not limited to:

8.1 Weekly Status Reports. Status Reports that report on the overall activities relating to the Call. At a minimum, shall consist of:

8.1.1 Requirements completed;
8.1.2 Requirements to be addressed over the next period; and
8.1.3 Issues and Risks.

8.2 Project Reports. Provide written reports to the COR and project sponsors, documenting the specific tasks/work/deliverables required and their status of completion.

Key Deliverables	Delivery Required
Weekly Status Report	Weekly
Project Reports	As required

8.3 Tasks Deliverables. The tasks deliverables (Outputs) and due dates as proposed in PwC's proposal are incorporated into this task order.

9.0 EXPERTISE REQUIRED

In light of the specialization and high level of expertise of services typically required, the Contractor shall provide personnel with expertise in the following disciplines:

- Information Management Strategic Planning
- Project Management Institute Methodologies
  - Program/Project Management Framework
  - Program/Project Integration Management
  - Program/Project Scope Management
  - Program/Project Time Management
  - Program/Project Cost Management
  - Program/Project Quality Management
  - Program/Project Human Resource Management
  - Program/Project Communication Management
  - Program/Project Risk Management
  - Program/Project Procurement Management
- Business process reengineering
- Configuration management
- Change management
- Portfolio Management
- Requirements management
- Organizational change management
- Development and delivery of project management training
- Portfolio management
- Knowledge management
- Enterprise Portfolio Management tool management

10.0 QUALITY CONTROL. The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement of the contract.

As part of the proposal, the contractor submited a Quality Action Plan, a Performance Measurement Plan, and performance measures. These plans are incorporated into this task order. If changes to the Quality Control Plan are made after contract award, the contractor shall submit revisions within 5 working days to the Contracting Officer and the COR. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to its QC system.

11.0 QUALITY ASSURANCE (QA). The government shall evaluate the contractor's performance under the contract in accordance with the standards outlined in the Performance Requirements Summary (PRS). The PRS defines the performance standards, the frequency of surveillance, and the minimum acceptable defect rate(s).

12.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS). The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success **(See Attachment 2).**

13.0 GOVERNMENT-FURNISHED PROPERTY. Materials, equipment, software, support, and facilities will be provided by the government for on-site personnel only.

14.0 RECOGNIZED HOLIDAYS.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The contractor is not authorized to perform on recognized holidays, unless the COR concurs in advance of the holiday.

15.0 HOURS OF OPERATION. The contractor is responsible for conducting business between the hours of 8:30 AM – 5:00 PM Mondays through Fridays, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons unless the COR provides approval for the Contractor to work during the closure. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this Call when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

16.0 PLACE OF PERFORMANCE. The work to be performed under the contract will be performed at the Government's facilities in the Washington D.C. metropolitan area, primarily at CFPB Headquarter located at 1700 G St NW, Washington, D.C.

17.0 PHYSICAL SECURITY. The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

18.0 CONFIDENTIALITY: The Contractor will be required to execute a non-disclosure agreement (NDA) in the form set forth in ***Attachment I*** to the Request for Proposal, Call 0004.

19.0 DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to

the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

20.0 ORGANIZATIONAL CONFLICT OF INTEREST.

20.1 ORGANIZATIONAL CONFLICT OF INTEREST - SPECIFICATION PREPARATION

(a) Orders issued under this Blanket Purchase Agreement (BPA) may task the Contractor to provide draft specifications in support of the Consumer Financial Protection Bureau's Office of Information Technology. Further, orders under this BPA may task the Contractor to assist in preparing work statements or specifications that are used in future competitive acquisitions in support of the Consumer Financial Protection Bureau (CFPB). The parties recognize that by the Contractor providing this support, a conflict of interest preventing performance of future work under such competitive acquisitions may arise as defined in FAR 9.505-2, the presence of which will be determined solely by the CFPB in consideration of the work performed under this Order. If the Contractor prepares and furnishes work statements or complete specifications to be used in a competitive acquisition, the Contractor shall not be allowed to perform such requirements, either as a prime contractor or as a subcontractor, for a period of one (1) year or through the duration of the initial production contract, whichever is later. If the Contractor assists the Government in preparing, refining, or coordinating work statements or specifications, and this assistance is supervised and controlled by Government representatives, a conflict of interest preventing performance of future work under such competitive acquisitions may arise, and in such instances the Contractor should anticipate that a conflict of interest will be determined by the Government to exist, preventing performanec of future work under such competitive acquisitions unless an adequate conflict mitigation plan is proposed to the satisfaction of the Government.

(b) Within 15 days after the effective date of Call 0004 issued under this BPA, the Contractor shall provide to the Contracting Officer, in writing, a representation that all employees, agents and subcontractors involved in the performance of such order have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this BPA shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the substance of the language contained in this clause.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate and any other successor or assignee of the Contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this

clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause that is a part of this BPA Call.

20.2 ORGANIZATIONAL CONFLICT OF INTEREST - ACCESS TO PROPRIETARY INFORMATION

(a) Call 0004 issued under this Blanket Purchase Agreement (BPA) may task the Contractor to provide technical evaluation advisory and assistance services in support of the Consumer Financial Protection Bureau's Office of Information Technology. The parties recognize that by the Contractor providing this support a conflict of interest preventing performance of the work relating to the advisory and assistance services provided will arise as described in FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

(c) Within 15 days after the effective date of Call 0004 issued under this BPA, the Contractor shall provide to the Contracting Officer, in writing, a representation that all employees, agents and subcontractors involved in the performance of such order have been informed of the provisions of this clause. The Contractor agrees to place in each subcontract affected by these provisions the substance of the language contained in this clause.

(d) The Contractor further agrees that it will not perform technical evaluation advisory or assistance services with respect to any specific system or product it has designed, developed, or manufactured in whole or in part, even if such evaluation is in an advisory or non-voting capacity. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluation on such system or products, and to take no action unless directed to do so by the Contracting Officer.

(e) The Contractor further agrees that it will not perform technical evaluation advisory or assistance services with respect to any service for which the Contractor, as defined herein, or any of its subcontractors in this current engagement, is competing, in whole or in part, even if such evaluation is in an advisory or non-voting capacity. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluation on such service(s), and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause that is a part of this BPA.

21.0 THE CONTRACTOR'S POINT OF CONTACT FOR THIS CALL IS:

Name:	(b) (4)
Position Title:	(b) (4)
Address:	(b) (4)
Email:	(b) (4)
Phone:	(b) (4)
Cell:	(b) (4)

Name:	(b) (4)
Position Title:	(b) (4)
Address:	(b) (4)
Email:	(b) (4)
Phone:	(b) (4)
Cell:	(b) (4)

22.0 CONTRACTING OFFICER'S AUTHORITY.

a. The Contracting Officer for this Call is:

Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email Address: Laurent.Pichet@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of

the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA price to cover any increase in cost incurred as a result thereof.

23. CONTRACTING OFFICER'S TECHNICAL REPRESENATIVE.

(a) The Contracting Officer's Representative (COR) for this Call is:

Neeraj Gupta
Consumer Financial Protection Bureau
IT Specialist, Office of Technology & Innovation
Office No.: 202-435-7092
Email: Neeraj.Gupta@cfpb.gov

The Alternative COR is:

Nellisha Ramdass
Consumer Financial Protection Bureau
IT Specialist, Office of Technology & Innovation
Office No.: 202-435-7782
Email: Nellisha.Ramdass@cfpb.gov

(b) Performance of work under this Call must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

(c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

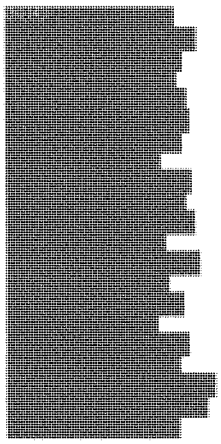
(1) Constitutes a change of assignment or additional work outside the specification(s);
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the Call pricing, or the time required for Call performance;
(4) Changes any of the terms, conditions, or SOW of the BPA;
(5) Interferes with the Contractor's right to perform under the terms and conditions of the BPA; or
(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

24.0 KEY PERSONNEL. The Contractor's Key Personnel for this Call are:



Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

25.0 SECURITY REQUIREMENTS. The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information

acquired by the contractor pursuant to the performance of the contract shall not be disclosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

25.1 CONTRACTOR PERSONNEL SECURITY.

25.1.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens or have lawful permanent resident status (at least 3 years or more of US Residency from date of legal entry into the United States).

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the

contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

26.0 SECTION 508 REQUIREMENTS. All deliverables shall comply with Section 508 requirements per 36 C.F.R 1194 and Section 508 of the Rehabilitation Act of 1973. The full text of the Section 508 regulations and provisions are available at http://www.section508.gov.

27.0 ELECTRONIC INVOICING AND PAYMENTS REQUIREMENTS.

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov

e. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

f. Overpayments
(1) In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This

means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

(2) The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

28.0 INVOICE SCHEDULE. Contractor will invoice on a monthly basis. Invoices will include a detailed breakdown of labor categories utilized and labor hours performed during the invoicing period.

Billing by the Contractor and payment by the Government to the Contractor shall be in accordance with the Federal Acquisition Regulation (FAR) clause 52.232-7 (Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 2007)).

29.0 TRANSPARENCY. The CFPB is dedicated to transparency and plans on making contracts available to the public after award. If selected for contract award, your firm will agree to submit, within ten business (10) days from the date the contract and/or any related Call is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or Call with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

30.0 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 14 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

31.0 CONTRACTOR'S CALL 0004 PROPOSAL. The Contractor's Call 0004 original proposal (except price) submitted on August 20, 2012 and the revised price proposal submitted on September 21, 2012, are incorporated by reference into this BPA Call.

NON-DISCLOSURE AGREEMENT

BPA # CFP-12-Z-00015, Call 0004 Management Consulting Services for the Office of Technology and Innovation

Conditional Access to Sensitive but Unclassified Information, or Controlled Information

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing services under the Blanket Purchase Agreement (BPA) resulting from the subject Request for Quote (RFQ). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on Management Consulting Services under the BPA resulting from the subject Request for Quotations RFQ for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

8. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name (Print) Date

_____
Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____
Consumer Financial Protection Bureau Date

Attachment 2, Performance Requirements Summary
BPA Number CFP-12-Z-00015 - Call 0004, Management Consulting Services for Office of Technology & Innovation

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The Contractor shall provide a weekly contract status report.	The Contractor shall submit a report no later than Friday of each week. The last weekly status report for each month shall contain contract funding information.	Quality – No more than 5% of submitted report require re-submission following Government review. Timeliness – 95% of reports submitted by the required due date. If re-submission is needed, the Government will provide comments and the contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government.	100% review by Government
The Contractor shall provide a written summary report to the COR and project sponsors, documenting the specific tasks/work/deliverables required and their status of completion.	The contractor shall provide project reports on the last work day of each month and as discussed and approved by the COR.	Quality – No more than 5% of submitted report require re-submission following Government review. Timeliness – 95% of reports submitted by the required due date. If re-submission is needed, the Government will provide comments and the contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the	100% review by Government

Performance Objective	Standard	Performance Threshold	Method of Surveillance
		Government.	
The Contractor shall provide the required deliverables (Outputs) for each functional area and associated tasks as required.	The contractor shall provide all deliverables to the COR, and project sponsor on the required date of submission as agreed to by the COR and project team.	Quality – No more than 5% of submitted report require re-submission following Government review. Timeliness – 95% of reports submitted by the required due date. If re-submission is needed, the Government will provide comments and the contractor will reconcile or incorporate all comments until deliverable is acceptable to include producing additional draft deliverables at no additional cost to the Government.	100% review by Government

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 11/07/2011	2. CONTRACT NO. (If any): TPDCFPBPA110001
ORDER NO.: 0003	4. REQUISITION/REFERENCE NO.: CFP-20400-12-0009

5. ISSUING OFFICE (Address correspondence to):
Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: R. Randolph
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFPB
b. STREET ADDRESS: 1801 L Street
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20220
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: PRICEWATERHOUSECOOPERS LLP-1
b. COMPANY NAME:
c. STREET ADDRESS: 1800 TYSONS BLVD
d. CITY: MCLEAN | e. STATE: VA | f. ZIP CODE: 22102-4261

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule
10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination			N/30 PROMPT PAY

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-35F-0263P The purpose of this BPA Call is to acquire IT Project Management Support for the Consumer Financial Protection Bureau (CFPB). Services shall be provided in accordance Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME	ARC/ASD/CFP	$3,730,000.00
b. STREET ADDRESS (or P.O. Box)	ARC/ASD/CFP, AVERY 3G PO BOX 1328 CFP@BPD.TREAS.GOV	17(i) GRAND TOTAL
c. CITY: PARKERSBURG	d. STATE: WV	e. ZIP CODE: 26106-1328
		$3,730,000.00

UNITED STATES OF AMERICA BY (Signature): Keri A. Moore

23. NAME (Typed): KERI A. MOORE
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(a)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/07/2011	TPDCFPBPA110001	0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	with the attached Statement of Work (SOW) and the terms and conditions of Blanket Purchase Agreement (BPA) TPDCFPBPA110001. This BPA Call hereby references Pricewaterhouse Coopers proposal dated October 24, 2011. Invoicing shall be submitted in accordance with the payment terms and paid upon hours worked and approval of the COTR. Accounting Info: CFP5577SFXXXX-2012-610001-CFP2040000-2513-00000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 11/07/2011 to 04/30/2012					
0001	IT Program and Project Management Support The obligated amount is Not-to-Exceed (NTE) $3,730,000.00. The Call's Not-to-Exceed (NTE) amount is $5,107,910.00. The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount. Fully Funded Obligation Amount$5,107,910.00 The total amount of award: $5,107,910.00. The obligation for this award is shown in box 17(i).				3,730,000.00	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				$3,730,000.00	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

Statement of Work
Call #3 – IT Program & Project Management Support

1 Background

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau ("CFPB" or the "Bureau") to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers. For more background on CFPB, please see http://www.consumerfinance.gov/the-bureau/.

In July 2011, the CFPB became operationally independent as a Bureau. To assist CFPB in developing business and Information Technology (IT) processes and to sustain and mature such existing CFPB processes, continued contractor support is warranted to leverage industry leading practices and innovations to meet the growing demands from internal and external customers for secure, reliable and timely customer- centric solutions.

In late 2010, the CFPB competitively awarded a Blanket Purchase Agreement (BPA) for project management support to assist with the planning and developing of CFPB's IT business architecture and infrastructure requirements. To date, two task orders have been issued to allow for a variety of support including IT program and project management and business process development, portfolio management and prioritization, support to the Investment Review Board, and IT enterprise architecture. In order to assist the CFPB in addressing the impending IT demands and priorities of the Bureau, the current task order is being issued.

2 Scope

The CFPB is issuing this task order to obtain the services described in section 3, including IT program and portfolio management support for existing and new business programs, IT enterprise architecture support, IT project management, IT Investment Review Board and budget support, market research support and IT consulting services.

3 Task Areas

The Contractor shall provide support across task areas encompassed by the scope of work, including the following:

3.1 IT Program/Portfolio Management Support

The Contractor shall support the IT Organization's efforts to institute and operate a Program Management Office (PMO), which manages and coordinates the CFPB portfolio of projects. This support provided under this call shall have an emphasis on the prioritization and sequencing

of various IT projects to meet the changing needs of business areas. These services will assist the CFPB in ensuring that IT resources are appropriately deployed to these areas to effectively manage project activities and milestones. The Contractor will be required to document, develop, recommend, promote, and utilize sound program management practices, processes, and procedures to help ensure the efficacy of the PMO. In addition to identifying and assisting the CFPB with developing CFPB-wide standards, processes and tools in the areas of project management, change control, risk management, requirements analysis, configuration management, business process re-engineering, and quality assurance and control, the Contractor shall create and maintain documents/templates/artifacts/deliverables for each of these areas. The Contractor shall support the implementation of governance mechanisms and reporting capabilities to ensure the project portfolio achieves business unit strategic objectives and are consistent with Capital Planning and Investment Control (CPIC) practices and support the implementation of life cycle measurement. Additionally, the Contractor shall support the implementation of process-maturity monitoring capabilities that are aligned with standards for CMMI, ITIL and OPM3.

3.2 IT Enterprise Architecture Support

The Contractor shall provide support to the CFPB with respect to the IT Business Architecture planning and design activities to include documenting and developing the technology infrastructure requirements for building out and supporting the architecture. Moreover, the Contractor shall support the CFPB's efforts toward migrating and sustaining an independent IT infrastructure and resources strategy, taking into account the activities and timeline needed for both implementation and oversight. The Contractor shall assist with the development of standards, policies, and procedures to support that vision and strategy, including assisting the CFPB with defining the IT guiding principles, business, solution level architectures, and the technical standards, and supporting innovation and R&D activities as required.

3.3 IT Project Management Support

The Contractor shall provide project management support to the CFPB for key initiatives involving all business areas within the CFPB including the Offices of the Director, Chief Operating Officer (COO), Consumer Education and Engagement (CEE), Research, Markets and Regulations (RMR), Supervision, Enforcement, Fair Lending and Equal Opportunity, General Counsel and External Affairs. The Contractor shall perform the breadth of project management support to include assisting the CFPB with developing project plans and schedules for individual projects, project charters, development and maintenance of an integrated master schedule (IMS) reflecting an overall view of inflight projects, development of issues/risk logs, development of communications plans, collecting and presenting lessons learned on a per project basis. Furthermore, the Contractor shall assist CFPB in the translation of business-unit needs and required capabilities into formal requirements for new systems and upgrades to existing systems. The Contractor shall assist and participate in, not limited to, change requests processes, organizational change management initiatives, quality assurance and control activities, configuration management processes, federal and agency security and audit policies and reviews, and system training requirements. As needed, the Contractor shall assist in facilitating the project needs of business unit customers to ensure cross-functional program coordination.

3.4 Investment Review Board/Budget Support

The Contractor shall provide support to CFPB the Investment Review Board (IRB) to include but not be limited to reviewing and assessing the existing IRB structure, recommending improvements, assist in implementing approved recommendations and providing overall support for the management and operation of the IRB process. Support to the IRB shall include, as required, working with individual business units to develop IRB presentations for new investment requests, assisting with completing required IRB templates, working with senior management to plan the IRB agendas, tracking and updating all IRB activities such as tracking of all investments being proposed, calculating total dollars approved, and memorializing the procurement timeline. Additionally, the Contractor shall assist with budget reviews of projected costs to include conducting benchmarking activities and cost analysis.

3.5 Market Research Support

As required, the Contractor shall conduct broad-based market research to identify and assess the relative strengths and weaknesses of identified IT solutions and make recommendations that take an enterprise wide view to various business units. Research areas include but are not limited to network architecture, cloud-based network security, document management, database architecture, business analytics, end-user hardware and software configuration, financial statement analysis, and consumer response.

3.6 IT Consulting Support

As required, the Contractor shall provide technical expertise to review and assess internal and external IT requirements and to develop efficient and effective IT business solutions, processes, standards and directives, not limited to the following areas: data management and analytics, architecture and infrastructure, web development and design, communication, collaboration and messaging, web content management, document management, knowledge management, identity management, and enterprise-wide security operations. Additionally, the Contractor shall provide "911" support for troubled projects\programs such as helping the business area conduct root cause analysis, corrective action plans and mitigation plans to prevent recurrence of the problem.

4 Deliverables

All deliverables for this task order shall be delivered electronically and formatted by any MS Office suite product and are subject to a Quality Assurance Review. NOTE: With the exception of the Weekly Status Report, the items and contents of the deliverables within various task areas will vary and depend on the project phase, type and scope.

Task Area	Deliverables	Recipient
Status Report	Weekly Program Status Report (showing support across all areas)	COTR, Project Sponsor (s)
IT Program/Portfolio Management Support	Project Portfolio List & Prioritization, PMO Structure & Governance Model, Business Process Documentation	COTR, Project Sponsor (s)
IT Enterprise Architecture Support	IT Roadmap & Updates, IT	COTR, Project Sponsor (s)

	Architecture & Updates	
IT Project Management Support	Project Charter, Schedule, Requirements Packages,	COTR, Project Sponsor (s)
Investment Review Board/Budget Support	IRB Presentations, Briefings, Benchmarking Presentations	COTR, Project Sponsor (s)
Market Research Support	Market Research Paper	COTR, Project Sponsor (s)
IT Consulting Support	White Paper, Design Review, Policy Document	COTR, Project Sponsor (s)

5 Period of Performance

The period of performance for this task order shall be from November 7, 2011 through April 30, 2012.

6 Place of Performance

The place of performance for this task order will be performed on site at one or more of the CFPB offices within the Washington, DC metropolitan area.

7 Task Order Type

This is a labor hour task order with a not-to-exceed ceiling amount.

8 Personnel Management

The CFPB requires an on-site Program Manager for this contract who has operational and administrative authority for all persons under this contract. This individual shall be identified as key personnel. At a minimum, the Program Manager and all supervisory personnel shall be key personnel. The CFPB requires 30-day notification of loss of any key personnel, who must be replaced without a time lapse and advance CFPB approval of any proposed key personnel replacement. Resumes are required of proposed key personnel.

8.1 Subject Matter Experts

In light of the specialization and high level of expertise of services required herein, the Contractor shall have the capability to readily attract and retain the necessary level of expertise over the course of this task order.

9 Government Furnished Equipment and Services

The CPFB will provide office space, access to the local network for email and public folders purposes, limited office supplies, furniture, access to telephone lines, printers, fax machines, copiers, and other similar type facilities for Contractor personnel working on-site. Long distance telephone access shall be limited to CFPB business use only. Non-key personnel will be accommodated in similar ways when the COTR acknowledges the requirement to work on-site.

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90300-12-0091	1	9

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS00T07NSD0040	09/29/2012	TPD-CFP-12-K-00082		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. FOR:
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: M. Gardner Parkersburg WV 26101	BPD-MGARDNER	☑ UNRESTRICTED OR ☐ SET ASIDE: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ WOMEN ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 517210 SIZE STANDARD: 1,500	

12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
N/30 PROMPT PAY	☐		☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFPB 1700 G St NW Attn: Cesar Carvajal Washington DC 20052	CFPB	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
QWEST GOVERNMENT SERVICES INC-1 20 E. THOMAS ROAD 11TH FLOOR ATTN: LISA TIEDMNS PHOENIX AZ 85012-3114 TELEPHONE NO.	178617031		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Qwest Government Services, Inc dba: CenturyLink QGS DAR - Robert Quinn, 302-435-7832, Robert.Quinn@cfpb.gov REF: RFQCFPNetworxWAN Fair Opportunity Decision, 9/23/2012 The purpose of this task order is to purchase managed Wide Area Network (WAN) and internet (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only) [redacted]

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Trince Dennis-Carlson, Sr. Contract Analyst	Lisa R. Stanley

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
Trince Dennis-Carlson	9/29/12	LISA R. STANLEY	9/28/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	access infrastructure equipment, and transition and implementation services, on behalf of the Consumer Financial Protection Bureau (CFPB), in accordance with Qwest Government Services, Inc, GSA Networx Enterprise Contract No. GS00T07NSD0040, and the following pages: Vendor Rep: Trina Dennis-Carlson Tel: 703-363-8827 E-mail: trina.dennis-carlson@qwest.com Gov't COR: Nellisha Ramdass Tel: 202-435-7782 E-mail: Nellisha.Ramdass@cfpb.gov Alternate Gov't COR: Robert Quinn Tel: 202-435-7832 E-mail: Robert.Quinn@cfpb.gov Pricing for this task order is at Attachment 3. Equipment order shall take place only after confirmation of the relative services for the WAN project with CFPB CORs. Accounting Info: Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS00T07NSD0040/TPD-CFP-12-K-00082	3	9

NAME OF OFFEROR OR CONTRACTOR

QWEST GOVERNMENT SERVICES INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CFP5577SFXXXX-2012-175001-CFP9030000-3161-00000000 -XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/29/2012 to 05/30/2017				
0001	Base Year - Start up costs for managed Wide Area Network (WAN) and internet access network solution, to inculde the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services				[redacted]
0002	(Optional) Base Year - Managed Wide Area Network (WAN) and internet access network solution, to inculde the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services We recognize there may be changes in CFPB that may require changes in locations and quantities of equipment and services. Options would need to be adjusted based on these changes. Funding may be added to this CLIN at any time during this POP. This is a Not-to-Exceed Line Item. Amount [redacted] (Option Line Item) Period of Performance: 09/29/2012 to 09/28/2013				
0003	Option Year 1 - Managed Wide Area Network (WAN) and internet access network solution, to inculde Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS00T07NSD0040/TPD-CFP-12-K-00082	PAGE 4 OF 9

NAME OF OFFEROR OR CONTRACTOR
QWEST GOVERNMENT SERVICES INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services We recognize there may be changes in CFPB that may require changes in locations and quantities of equipment and services. Options would need to be adjusted based on these changes. Funding may be added to this CLIN at any time during this POP. This is a Not-to-Exceed Line Item. Amount: [redacted] Option Line Item) Period of Performance: 09/29/2014 to 09/28/2015				
0004	Option Year 2 - Managed Wide Area Network (WAN) and internet access network solution, to inculde the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services We recognize there may be changes in CFPB that may require changes in locations and quantities of equipment and services. Options would need to be adjusted based on these changes. Funding may be added to this CLIN at any time during this POP. This is a Not-to-Exceed Line Item. Amount: [redacted] Option Line Item) Period of Performance: 09/29/2014 to 09/28/2015 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS00T07NSD0040/TPD-CFP-12-K-00082	5	9

NAME OF OFFEROR OR CONTRACTOR

QWEST GOVERNMENT SERVICES INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Year 3 - Managed Wide Area Network (WAN) and internet access network solution, to inculde the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services We recognize there may be changes in CFPB that may require changes in locations and quantities of equipment and services. Options would need to be adjusted based on these changes. Funding may be added to this CLIN at any time during this POP. This is a Not-to-Exceed Line Item. Amount: [redacted] (Option Line Item) Period of Performance: 09/29/2015 to 09/28/2016				
0006	Option Year 4 - Managed Wide Area Network (WAN) and internet access network solution, to inculde the following: Network Based IP-VPN Service (NBIPVPN) Dedicated Access (DAA) Managed Trusted Internet Protocol Services (MTIPS) Managed Tiered Security Services (MTSS) Dedicated Hosting Service (DHS) Co-Located Hosting Services (CHS) Managed Network Services (MNS) including CPE Certification & Accreditation (C&A) services We recognize there may be changes in CFPB that may require changes in locations and quantities of equipment and services. Options would need to be adjusted based on these changes. Funding may be added to this CLIN at any time during this POP. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS00T07NSD0040/TPD-CFP-12-K-00082	PAGE 6 OF 9

NAME OF OFFEROR OR CONTRACTOR
QWEST GOVERNMENT SERVICES INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Not-to-Exceed Line Item. Amount: [redacted] (Option Line Item) Period of Performance: 09/29/2016 to 05/30/2017 A modification may be necessary to capture the warranty for this equipment. After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: [redacted] The obligation for this award is shown in box 26.				

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (AUG 2012)

(a) *Definitions.* As used in this clause—
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

WAIVER

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see IPP Waiver Attachment). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

The Contracting Officer will review the waiver request and either approve or deny the request. If the request is approved, the Contractor shall submit a copy approved waiver with each invoice. If a copy of the waiver is not submitted with the invoice, the invoice will be rejected.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

The Contractor shall ensure the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The CORs are:

Nellisha Ramdass
Tel: 202-435-7782
E-mail: Nellisha.Ramdass@cfpb.gov

Robert Quinn
Tel: 202-435-7832
E-mail: Robert.Quinn@cfpb.gov

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit to the COR within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file, to the COR, of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

DOCUMENT/EXHIBIT/ ATTACHMENT TITLE
Attachment 1 – NetworxWAN Statement of Work
Attachment 2 – Non-Disclosure Agreement
[redacted]
IPP Waiver Form

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

1. REQUISITION NUMBER	PAGE	OF
	1	32

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
TPD-CFP-12-C-0007				

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NUMBER (No collect calls)	10. OFFER DUE DATE/LOCAL TIME
	ALAN DOTSON		

9. ISSUED BY CODE: BPD-JOBERLIN

Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: J. Oberlin
Parkersburg WV 26101

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE % FOR

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
☐ EDWOSB
☒ 8(A)

NAICS: 541511
SIZE STANDARD: $25.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP
	N/30 PROMPT PAY		

15. DELIVER TO CODE:

To be identified per task order.

16. ADMINISTERED BY CODE: BPD

Bureau of the Public Debt
Division of Procurement
Administration Branch
Avery 5F
200 Third Street
Parkersburg WV 26101

17a. CONTRACTOR/ OFFEROR CODE: 603437377 FACILITY CODE:

ROCK CREEK PUBLISHING GROUP
2 WISCONSIN CIRCLE
SUITE 1010
CHEVY CHASE MD 20815-7003

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: ARC/ASD/APB

ARC/ASD/APB
ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Reference SBA Approval: WHADO Requirement: 0353/12/200623 The purpose of this Indefinite Delivery/Indefinite Quantity (IDIQ) contract is to acquire Web Development and Multimedia Services Support for the Consumer Financial Protection Bureau (CFPB). Contractor shall provide services only as authorized by task order, and in accordance with *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$0.00

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	Tammie S Johnson

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Daniel Rinella, COO	4/25/2012	TAMMIE S. JOHNSON TX	4/26/12

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	the IDIQ contract. Rock Creek Strategic Marketing POC: Dave Rinaldo Direct Office Phone: 240.380.1109 Mobile Phone: 571.221.1948 Office Main Phone: 301.657.0800 Email: DRinaldo@rockcreeksm.com CFPB COTR: Nelly Ramdass Phone: 202.435.7782 Email: Nellisha.Ramdass@cfpb.gov CFPB Alternate COTR: Neeraj Gupta Phone: 202.435.7092 Email: Neeraj.Gupta@ofpb.gov Invoices shall be submitted monthly in arrears for actual hours worked. Period of Performance: 04/16/2012 to 10/15/2013				
0001	Base Year: Web Development and Multimedia Services Support Below are the Labor Categories and firm-fixed-price Labor Rates under this contract.				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0007	3	32

NAME OF OFFEROR OR CONTRACTOR

ROCK CREEK PUBLISHING GROUP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Consultant [redacted] Project Manager [redacted] Senior Branding Consultant [redacted] Senior Consultant [redacted] Subject Matter Expert (SME) [redacted] Senior Strategy Consultant [redacted] Senior Visual/Graphic Designer [redacted] Visual/Graphic Designer [redacted] Writer [redacted] Overtime rates shall not be allowable under this contract. Period of Performance: 4/16/12 - 4/15/2013 Not-to-Exceed Amount: $1,212,500.00				
0002	Option Period 1: Web Development and Multimedia Services Support Below are the Labor Categories and firm-fixed-price Labor Rates under this contract. Consultant [redacted] Project Manager [redacted] Senior Branding Consultant Continued ...				0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	TPD-CFP-12-C-0007	4	32

NAME OF OFFEROR OR CONTRACTOR

ROCK CREEK PUBLISHING GROUP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	[redacted]				
	Senior Consultant				
	[redacted]				
	Subject Matter Expert (SME)				
	[redacted]				
	Senior Strategy Consultant				
	[redacted]				
	Senior Visual/Graphic Designer				
	[redacted]				
	Visual/Graphic Designer				
	[redacted]				
	Writer				
	[redacted]				
	Overtime shall be not be allowable under this contract.				
	Period of Performance: 4/16/13 - 10/15/13				
	Not-to-Exceed Amount: $435,000.00(Option Line Item) After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.				
	The total amount of award: $1,647,500.00. The obligation for this award is shown in box 26.				

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)
Alternate I (Oct 2008)

a) *Inspection/Acceptance. Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(a) (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However,

when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52. 232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1*) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(*1*) Quantities being acquired; and

(*2*) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(*1*) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(*2*) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(*1*) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(*2*) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(*1*) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [*"None"*']

(*2*) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [*"$0" None').*']

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as

practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by

EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or IPP Production Help desk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to utilize IPP for submitting payment requests, invoices may be submitted electronically to the e-mail address shown in Block 18a, page 1 after completing the IPP Waiver Form and submitting it via e-mail to contractadministration@bpd.treas.gov (see attachment 1). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4(g).

Under this contract, the Contractor shall provide documentation supporting the hours worked as listed on the invoice. This supporting documentation (timecards or time and attendance reports) shall be submitted with its invoice.

Additional invoice instructions may be provided at the task order level.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

Please ensure that the order number (Block 2) is clearly visible on all shipping/service documents, containers, and invoices.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (AUG 2011)

(a) The COTR and Alternate COTR are:

COTR: Nellisha Ramdass
Phone: 202.435.7782
Email: Nellisha.Ramdass@cfpb.gov

Alternate COTR: Neeraj Gupta
Phone: 202.435.7092
Email: Neeraj.Gupta@cfpb.gov

(b) Performance of work under this contract is subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR or the designated

representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $1,000,000.00;

(2) Any order for a combination of items in excess of $1,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

8(a) SEMIANNUAL REPORTING ON INDEFINITE QUANTITY CONTRACTS

The contractor shall demonstrate semiannually that is has performed the required percentage of work to that date. For a service or supply contract, this does not mean that the 8(a) contractor must perform 50 percent of the applicable costs for each task/delivery order with its own employees, or that the 8(a) contractor must have performed 50 percent of the applicable costs at any point in time during the contract's period or performance. Rather the 8(a) contractor shall perform at least 50 percent of the applicable costs for the combined total of all task/delivery orders issued to date at the end of each six month reporting interval.

If there is a guaranteed minimum stated in the contract, the required performance of work percentage need not be met on task/delivery orders issued during the first six (6) months of the contract. However, the percentage of work that the contractor may subcontract during the first six (6) months of the contract may not exceed 50 percent of the total guaranteed minimum stated in the contract. Once the guaranteed minimum amount is met, the general rule as stated above applies.

At time of award, the CO shall provide to the contractor an Excel spreadsheet titled, "**13 CFR § 124.510 Semiannual Report Attachment B** ", which shall be completed and returned to the Administrative Contracting Officer (ACO) semiannually. The ACO is responsible for ensuring the contractor's compliance with reporting and percentage of work requirements.

DTAR 1052.219-72 SECTION 8(a) DIRECT AWARDS (MAR 2002)

(a) This purchase order or contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of the Treasury. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Ms. Carla Mitchell-Vick
Business Development Specialist
U.S. Small Business Administration
Washington Metropolitan Area District Office
740 15th Street, NW 3rd Floor
Washington, DC 20005

(b) The Contracting Officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the contracting officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The contracting officer shall also coordinate with SBA prior to processing any novation agreement. The contracting officer may assign contract administration functions to a contract administration office.
(c) The Contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 10/12/2013.

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 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

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 of contract expiration.

CONTRACT TERM

The period of performance for this procurement is a Base Period of 12 months and one six (6)-month option period.

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is $10,000.00.
(b) The maximum amount of the contract will be $1,647,500.00.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE OF CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

CONFIDENTIAL AND SENSITIVE INFORMATION

The Contractor agrees that the work to be performed and information released to the Contractor is, because of the sensitive and confidential nature of such information, sensitive in nature and is not to be disclosed to anyone other than Government employees assigned to the contracted project and other Contractor personnel working on the project. The Contractor agrees to protect all confidential and/or sensitive information received by or provided to the Contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains sensitive or confidential and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the contract, all information provided to or received by the Contractor is deemed confidential and sensitive.

The Contractor shall execute and is responsible for having all of its account team employees and agents working under this contract and/or having access to sensitive information under this contract execute a statement entitled " Attachment A, Non- Disclosure Agreement." This Statement, a copy of which is appended to this contract, provides that sensitive but unclassified information provided to the Contractor or its employees or agents shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the Government. Executed copies of this statement must be completed and returned to the Government by a duly authorized official of the Contractor and by all Contractor employees or agents who will perform work on the Contract before their work begins. In the event that contractor fails to submit signed Non-Disclosure Agreements prior to beginning work, the effective date of any Non-Disclosure Agreements received after work begins shall be the date of award.

Notwithstanding the forgoing, Contractor may use and disclose claims data to carry out the obligations of the Contractor set forth in this Agreement, or as allowed by law, subject to the provisions set forth in this Agreement.

NON-PERSONAL SERVICES

The services to be rendered under this task order are not subject to the supervision and control usually prevailing in relationships between the Government and its employees. Therefore, these services do not meet the description of personal services in FAR 2.101, 37.101, 37.103 and 37.104.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APR 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_ X __ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_ X __ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (11) [Reserved]
___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
_ X __ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
_ X __ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
_ X __ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
_ X __ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_ X __ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_ X __ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_ X __ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_ X __ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_ X __ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_ X __ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138 and Pub. L. 112-41).
___ (ii) Alternate I (Mar 2012) of 52.225-3.
___ (iii) Alternate II (Mar 2012) of 52.225-3.
___ (iv) Alternate III (Mar 2012) of 52.225-3.
___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
_ X __ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_ X __ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

ATTACHMENT A – NON DISCLOSURE AGREEMENT
ATTACHMENT B – 13 CFR § 124.510 SEMIANNUAL REPORT
ATTACHMENT – IPP WAIVER

PERFORMANCE WORK STATEMENT
CONSUMER FINANCIAL PROTECTION BUREAU
WEB DEVELOPMENT & MULTIMEDIA SERVICES SUPPORT

1.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), Pub. L. 111-203, established the Consumer Financial Protection Bureau ("CFPB" or the "Bureau") to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, the CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers. For more background on the CFPB, please see http://www.consumerfinance.gov/the-bureau/.

2.0 PURPOSE

The purpose of this contract is to obtain contractor support services to provide web development, design, web programming, and other support services across a number of CFPB entities. The Contractor shall work with the CFPB web application development and design teams to assist with web content planning, development and design activities using a variety of development technologies and resources.

3.0 SCOPE

The contractor shall provide support to CFPB to publish web content and disseminate information that communicates the CFPB's key messages clearly and effectively. Contractor shall deliver reliable and readily available Front and Back End Web Developers, User Designers, as well as other resources that will allow CFPB to fulfill its requirement as stated in Section 3.1, including but not limited to off-site staff to support daily operations and special projects for the CFPB website and other applications.

The contractor shall primarily utilize information generated by CFPB and previously written briefing or report materials as original source text, audio, and video content that must be packaged and disseminated through the website and other channels. The contractor shall be responsible for ensuring that posted web content is available in accessible or alternate formats to support Section 508 accessibility standards.

The contractor shall provide on-site support and flexible off-site solutions to meet the requirements of CFPB. The goal is to provide seamless support to CFPB. The contractor shall implement a management plan that allows for the flexibility to respond to ever-changing needs while keeping the COTR and project team apprised of progression of work, work completed, issues encountered, and mitigation strategies when necessary.

3.1 ANTICIPATED TASKS

1. Web Development(Front End)
   - Translates prototypes and PSDs into launch-ready, valid HTML/CSS.
   - Collaborates with designers, art-directors, developers and project managers to ensure design vision is maintained and final markup is standards compliant.
   - Creates/revises documents using HTML/CSS.
   - Utilizes various CMS integration tools including ((Drupal, ExpressionEngine, WordPress, MediaWiki).
   - Creates Javascript frameworks (ideally JQuery)
   - Works with existing web API's (Flickr, Google maps, etc)
   - Uses cross-browser development techniques and browser degradation strategies to Builds table-free layouts using semantic markup and CSS.

2. Web Development (Back end)
   - Assists users, customers and business partners to maximize the benefit from use of web technology and functionality.

- Understands and enhances the role of the web in clients' business successes, championing ideas and capabilities regarding their evolution.
- Designs, codes, tests, debugs, documents and maintains: Web networking and open source applications using technologies such as Java, PHP, XML, SQL, C++, HTML, JavaScript, Linux, and mySQL.
- User interfaces using technologies such as AJAX, HTML and Javascript.
- Evaluates, installs, configures and maintains: third party software applications, services and web-based functionality
- Works extensively with design team and other developers for a usable, cohesive web presence.
- Uses Web 2.0 concepts (e.g. Google, Facebook), technologies, techniques and standards across varying platforms and browsers.
- Writes code using design patterns and other Object Oriented Programming (OOP) principles, all with scalability and availability in mind. Contribute to the creation of a long-term, scalable architecture by working with the development, database, architecture, and operations teams.
- Creates and communicates technical documentation including ability to communicate repeatable processes for building, archiving, installing, configuring, and custom third party software applications.
- Works in a networked environment using file conversion techniques;
- Works with Adobe Creative Suite; Microsoft Office Suite and Visio, and other IOS.
- Uses Web API calls to send and receive data between and interface with partner sites.
- Utilizes web service experience (SOAP, REST, XML parsing, and XML PPC).
- Creates and develops PHP templates and frameworks
- Uses MySQL query optimization, scalable PHP architecture and design.
- Develops using best software development practices, peer code reviews, SVN, or other versioning software.

3. Design
   - Works with information architects, content strategists, technologists, and other UX experts to create clean page layouts and intuitive interfaces that lead to extraordinary user experiences.
   - Develops develop both strategies and tactics for projects including websites, intranets, mobile applications, and social media.
   - Translates creative ideas into strategic solutions
   - Plans and executes iterative user research and analysis, defining clients' needs, objectives, and audiences through focus groups, interviews, working sessions, surveys, and other discovery methods.
   - Documents interviews, focus groups, workshops, and other discovery activities.
   - Creates documentation that establishes the vision for the project and can be used to guide decisions throughout the project lifecycle.
   - Creates client-facing deliverables including user personas, sitemaps, wireframes, usability audits, heuristic evaluations, usability testing reports, user scenarios, flows, and prototypes.
   - Creates compelling interactions and experiences that support desired user behaviors.
   - Creates intuitive administrative user experiences that enable clients to easily update and maintain web content using a CMS back-end.
   - Serves as an expert consultant during the detailed design phase by reviewing interaction design, copy, and visual design for usability best practices.
   - Works both independently and collaboratively in an agile, deadline-driven environment.

4. Web Programming
   - Performs all aspects of web programming.
   - Can create the programming for websites or HTML documents, such as custom e-mail templates.
   - Has the ability to integrate software with website programming.

- Knowledgeable of all common programming languages including Flash, HTML, XML, CGI, and Java.

5. Project Management
   - Manages administrative and deliverable-related aspects of CFPB requests in close coordination with the COTR and project team including resourcing and assisting in the project activities of off-site staff, ensuring consistency through on-site and off-site work
   - Addresses any on-site or off-site concerns, as well as coordinating the resourcing of any additional on-site or off-site staff for surge capacity, as required.
   - Uses the Project Management Institute (PMI) standards for change control procedures to handle requests quickly and efficiently
   - Ensures collaboration between on and off-site personnel and seamless integration with CFPB personnel to share the knowledge and information that translates to cohesive and on-target work that meets the CFPB's needs and objectives.

6. Writer
   - Demonstrates superior ability to develop, write, and edit copy for a variety of communication vehicles including the web.
   - Displays outstanding understanding of the integration of words, images, and functionality across a broad spectrum of marketing and communications materials.
   - Has ability to conduct research, interview, and offer creative project solution ideas.

7. Visual/Graphics
   - Performs all aspects of computer-based design and production.
   - Can create designs for printed materials, websites, electronic documents, or displays.
   - Has the ability to produce layouts, create illustrations, manipulate photographs, and perform all other necessary tasks in executing final designs.
   - Provides high-level technical input and conducts quality assurance.

8. Strategy
   - Interacts and confers with client frequently regarding specific work efforts, including seeking regular feedback and input from client on deliverables.
   - Demonstrates superior ability to develop, write, and edit copy for a variety of communication vehicles including the web.
   - Displays outstanding understanding of the integration of words, images, and functionality across a broad spectrum of communications materials.
   - Shows knowledge of a variety of strategic communication concepts, practices, and procedures.
   - Has the ability to conduct research, interview, and offer creative ideas.

9. Branding
   - Serves as branding consultant for originating concepts and initial concepts.
   - Helps communicate concept approaches to clients.
   - Collaborates with staff to integrate all efforts and client feedback into an effective and cohesive branding solution.
   - Provides creative insight throughout the project.
   - Assumes the conceptual lead on especially challenging work.
   - Assures a consistently high-level of work performed by the company.

10. Video
    - Utilize sophisticated professional interaction design solutions, motion graphics, animation, and production support for use in website, multimedia, video, and interactive programs.
    - Uses various video production equipment, audio-visual equipment, and editing software to create engaging productions.

- Utilizes various tools including Final Cut Pro, video compression methods, Adobe Creative Suite, animation/effects work (using After Effects or Motion), color correction, multi-camera editing, and audio editing and sweetening.
- Craft stories in the edit that are consistent with CFPB communications style and goals.

4.0 RESERVED

5.0 PLACE OF PERFORMANCE

Services performed under this contract shall be performed at the contractor's location and/or 1801 L Street, NW, Washington, DC; 1700 G Street, NW, Washington, DC, or other nearby Government designated location in the Washington DC Metro area.

6.0 DELIVERABLES

All deliverables shall be submitted to the COTR in an electronic format or through an on-line application.

6.1 Weekly Status Reports - The Contractor shall electronically submit Weekly Status Reports to the COTR each Friday by 5:00 pm EST throughout the life of the order. The Weekly Status Reports shall contain the below required information for the week ending on the submission Friday. The Weekly Status Reports shall contain, at a minimum, the following information:

- Work Accomplishments
- Hours Worked
- Issues and Resolutions
- Planned activities for the following week
- Any issues/risks that may impact the quality or planned milestones

6.2 Monthly Status Reports - The Contractor shall electronically submit a Monthly Status Report on the last Friday of each month by 5:00 pm EST, that summarizes the activities performed and deliverables submitted during that reporting period. Additionally, the Monthly Status Report shall contain a financial overview of the contract including invoiced and remaining amounts to date.

6.3 Quality Control Plan (QCP)

The Contractor shall maintain a QCP to to ensure the requirements of the task order are met as specified in the Quality Assurance Surveillance Plan (QASP).

6.4 Quality Assurance Surveillance Plan (QASP)

Task Area/Task	Performance Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Method of Surveillance	Incentive/Disincentive
Weekly Status Report	Contractor shall provide accurate and complete weekly program status report and it shall be delivered to the COTR on the agreed-upon delivery date.	No more than 5% of requested document will fail to meet the agreed upon delivery date. No more than 5% of documents will be returned for rework due to inaccuracies or incompleteness.	100% Inspection: Report shall be provided and must identify significant issues and findings as of the time of each update.	Incentive: If Contractor performs requirement in accordance with performance standard/AQL, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard/AQL, unfavorable comments will be documented on Contractor's past performance.
Monthly Status Report	Contractor shall provide accurate and complete weekly program status report and it shall be delivered to the COTR on the agreed-upon delivery date.	No more than 5% of requested document will fail to meet the agreed upon delivery date. . No more than 5% of reporting systems, forms, and documents will be returned for rework due to inaccuracies or incompleteness.	100% Inspection: Report shall be provided and must identify significant issues and findings as of the time of each update.	Incentive: If Contractor performs requirement in accordance with performance standard/AQL, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard/AQL, unfavorable comments will be documented on Contractor's past performance.

7.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this award shall be conducted by the COTR. The Government will conduct a review of the deliverables for completeness, correctness, and compliance with requirements.

8.0 KEY PERSONNEL AND REPLACEMENT PROCESS

The Contractor shall provide qualified and skilled personnel to perform the services required under this contract and its task orders. Key personnel will be identified per task order.

CFPB reserves the right to request replacement of any personnel who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under this contract is deemed contrary to the best interests of the Government. The COTR will give notice, in writing, to the Contractor POC of such need for substitution. Within twenty-four (24) hours of receipt of notification, the Contractor POC shall provide personnel replacement resumes to the COTR. The Contractor shall demonstrate the qualifications of prospective substitute personnel are at least equal to those of the personnel being replaced. The COTR reserves the right to disapprove the proposed substitutes and negotiate with the Contractor for an acceptable replacement. The COTR will notify the Contractor POC, in writing, if the Contractor provided replacement personnel is approved. The COTR will notify the Contracting Officer (CO) of the approval, and the CO will issue a modification to formally replace the personnel.

The Contractor shall obtain approval from the COTR and CO when the Contractor wishes to substitute personnel. The Contractor POC shall notify the COTR and CO in writing stating the circumstances

necessitating the proposed substitution of the personnel. The Contractor POC shall provide the COTR with resumes of proposed replacement personnel for review and approval at least ten (10) business days prior to replacement (when possible).

If the COTR approves the replacement, the COTR will notify the CO, and the CO will issue a modification to formally replace the personnel.

No diversion in personnel shall be made by the Contractor without the written consent of the COTR or CO.

9.0 CONFIDENTIALITY

The Contractor recognizes that, in performing under this task order, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the task order the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees shall not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the task order without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the CFPB under this task order in a secure location with access limited to only those personnel with a "need to know." If disclosure of information is required by law or legal process, the contractor shall contact the COTR and the CO immediately to receive approval prior to release of any information. Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR §31.217 (Regarding 31 CFR § 31.217 ,this is not a TARP covered project, however, CFPB requires that non-public information be secured as stated in 31 CFR § 31.217. The only difference is that if information is inadvertently released, the contractor shall contact the COTR and CO listed in the task order). See Attachment A for the non-disclosure agreement form.

10.0 GOVERNMENT FURNISHED PROPERTY (GFP)

The Government shall make available to the Contractor on-site space and/or access to resources (such as network access and computing information) necessary for completing the requirements described herein.

11.0 HOURS OF OPERATION AND SCHEDULING

All work under this task shall be performed during normal working hours, Monday – Friday, 7AM – 7PM ET.

12.0 COMMUNICATIONS AND CORRESPONDENCE PROCEDURES

Communication Standards: The Contractor shall at all times and in all communications with clients, other Contractors, and the public, represent themselves as Contractors with the CFPB. No Contractor staff (including subcontractor staff) may communicate in any form about the Contractor's agreement with or work for the CFPB with a representative of any form of media before, during, or after performance, including after publication of a report.

All communication, documentation, and materials related to this award shall be safeguarded as "For Official Use Only" information unless prior written approval is obtained from the COTR.

All communication shall include notifications electronically to the COTR and CO.

13.0 SECURITY REQUIREMENTS

13.1 Physical Security

Contractor will maintain physical security controls over data and tool hosting facilities to protect all equipment, software and confidential information including, but not limited to, appropriate alarm systems, access controls and fire suppression, and monitoring access control and fire suppression systems. Upon determining the location of the facilities, CFPB Office of Security will conduct a pre- and post- award security assessment. The protection of CFPB assets and data shall comply with the Facility Security Level (FSL) Determinations for Government Buildings, as established by the Interagency Security

Committee standards, consistent with the authority contained in Executive Contract 12977.

Contractor assumes full responsibility for the condition and security of the location(s) where services are performed in the furtherance of this contract, where CFPB data is stored, and where CFPB assets are located. The Contractor shall ensure access to CFPB assets and data is limited to only those individuals required to perform contract related services. Equipment and measures that may be utilized include, but are not limited to, the installation of rolling or fixed walls with sound dampening qualities, access control system, lock and key systems, signs posting access restrictions, and publish and enforce policies that restrict personnel access to the areas where services are being provided to only those individuals required to perform services. Contractor may request guidance from CFPB Office of Security through the COTR. CFPB guidance does not limit in any manner the Contractor's responsibility for security of CFPB assets or data. The contractor shall submit a security plan including all equipment, measures, and policies that the contractor will deploy to protect CFPB assets and data.

Contractor personnel shall display identification badges, of a type and quality approved by CFPB, at all times upon entry into and while present in the hosting location. Badges used for the hosting location shall possess a distinctive mark or identifier, if similar badges are used in the facility. Contractor shall obtain CFPB approval prior to granting either current or potential covered persons access to areas where CFPB work is performed. Terminated employees shall have their badges removed and their accounts deactivated (but not deleted) from any system access immediately upon termination. Proof of such removal shall be documented by Contractor and made available to CFPB upon request.

Contractor is responsible for maintaining control of all locks, security devices, identification and access cards, codes and keys, included recovering such items from Contractor personnel whose access are terminated for any reason or who no longer require access to the calling floor.

Contractor shall maintain documented security policies, procedures and standards. Contractor shall utilize security best practices in ID and password administration. All security-related documents are subject to review and inspection by CFPB Office of Security.

CFPB Office of Security may conduct annual announced inspections and unannounced inspections of Contractor facilities. The results of the inspection will be included in a report of findings from which the Contractor will develop a Plan of Action and Milestones ("POAM) to mitigate the deficiencies/departures from the Contractors Security Plan and recommendation identified in the report of findings. Deficiencies/departures included in the POAM shall be implemented within 60 days recommendation may be implemented at later date upon concurrence of CFPB.

Contractor shall ensure that all communications, between or among the facilities, Contractor, CFPB and any third parties are kept confidential and follow the guidance set forth by the non-disclosure agreement - Attachment A.

Subsequent to award, CFPB will provide Contractor with a listing of types of information deemed to be sensitive in nature, but necessary for execution of deliverables. Examples of such data include, but are not limited to, loan portfolio data, compliance analysis results, and individual loan details. Contractor shall implement appropriate security measures to ensure data is safeguarded in a manner consistent with those employed by CFPB. Examples of data security include locked file storage, release control stamping,

restricted system access, data encryption, restricted print options and disposal by cross cut shredding.

Contractor shall report, to CFPB Office of Security/COTR within (1) day all suspected attempts made, to breach the physical security of any facility where the work is performed. In rare instances, the Contractor may receive calls that threaten the well-being of CFPB or other personnel or property. Contractor shall ensure that procedures are in place to report these calls and any actual breaches of physical security of any facility where CFPB work is performed immediately to the appropriate law enforcement agency or agencies and CFPB. The receipt of such threats creates an obligation to generate a report detailing the threat, which shall include at minimum: caller's name, caller's number, the content of the threat, the tone of the threat, any background noise and any other factors that may aid in the investigation of the threat.

13.2 Pre-Screening Background Investigation and Removal of Unacceptable Personnel
Based on the requirements set forth by the applicable Executive Orders and Homeland Security Presidential Directives, Contractor shall ensure that all applicable personnel working on this Contract, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive but Unclassified ("SBU") data or Confidential But Unclassified ("CBU"). SBU and CBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

Every position within CFPB requires that incumbent employees and contractors undergo a background investigation conducted by an appropriate governmental authority based upon the (1) requirements of Homeland Security Presidential Directive (HSPD-12), (2) sensitivity of the position, and (3) need for access to classified information. The investigative requirements shall be consistent with the guidance provided by the Office of Personnel Management ("OPM"), U.S. Constitution and statutes and all applicable Executive Orders and Homeland Security Presidential Directives. These authorities require:

- All applicable personnel shall be United States citizens or have lawful permanent resident status.
- All applicable personnel shall be subject to a Minimum Background Investigation (MBI). Applicable personnel shall not begin working on this Contract until all security forms have been properly completed and submitted to the COTR and a favorable determination is received. Required paperwork includes:
- Completed fingerprint cards,
- Non-disclosure Agreement,
- Fair Credit Reporting Act Release, and
- SF 85-P, "Questionnaire for Public Trust Positions". (e-QIP)
- Applicable personnel, that require reoccurring access to CFPB facilities, shall be required to wear CFPB-issued identification badges when working in Government facilities.
- Applicable personnel at a minimum shall undergo MBI investigations that reveal, but are not limited to, the following unacceptable behavior: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses or failure to file or pay Federal income tax. CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. Contractor shall agree to remove the person assigned within one (1) day of official notification by CFPB. New hires or substitutions of personnel are subject to the MBI

investigation requirement.

The cost of the background checks conducted on contractor personnel will be paid by the contractor within three months of the contract being finalized. All cost incurred due to further investigations will be paid by August 30th of each year the contract is in effect. Contractor will be sent a bill for the background checks and the bill will be auto deducted from the next valid invoice submitted by the contractor. Minimum Background Investigation (MBI) is completed for those in a moderate public trust/non-critical sensitive position for approximately $809. Background Investigation (BI) is completed for high risk public trust positions for approximately $3,189. Most of the contractors will receive a MBI. Managers may be required to receive a BI. This is yet to be determined based on the application features may have for managers vs. employees.

14.0 RESERVED

15.0 RESERVED

16.0 INVOICING REQUIREMENTS
Invoice shall be submitted monthly in arrears by the 15th business day of each month.

17.0 TRAVEL
Travel is not anticipated under this contract.

18.0 LABOR CATEGORY DESCRIPTION

Administrative Assistant

- Balances and prioritizes work to ensure critical items are addressed.
- Produces high-quality deliverables while working within budget and meeting deadlines.
- Assists in the identification, assessment, and resolution of issues and problems.
- Provides exceptional customer service. Responsibilities include general filing, typing, and data entry, copying, and printing.

Education/Experience: Associate's degree or equivalent with 1+ years of experience.

Consultant

- Works with clients to uncover, assess, and solve employee-focused and organizational-based business challenges.
- Uncovers impediments to productivity, efficiency, and effectiveness.
- Conducts assessments and needs analyses to identify root causes.
- Based on assessments/analyses, recommends customized solutions that will address critical problems.
- Implements solutions including, but not limited to, the development of communications strategies, training programs and curriculums, and other learning initiatives.

Education/Experience: Bachelor's degree or equivalent with 3+ years of experience.

Project Manager

- Manages projects from inception to completion.
- Manages the day-to-day execution of client engagements.
- Serves as a point of contact for clients about project progress.
- Assists in the coordination of personnel to assure they perform their jobs effectively, controlling their costs, achieving quality standards, maximizing weekly billings, controlling schedules, job-related costs, and materials.

Education/Experience: Bachelor's degree or equivalent with 3+ years of experience.

Senior Branding Consultant

- Serves as branding consultant for originating concepts and initial concepts.
- Helps communicate concept approaches to clients.
- Collaborates with staff to integrate all efforts and client feedback into an effective and cohesive branding solution.
- Provides creative insight throughout the project.
- Assumes the conceptual lead on especially challenging work.
- Assures a consistently high-level of work performed by the company.

Education/Experience: Master's degree or equivalent with 10+ years of experience.

Senior Consultant

- Possesses mastery of organizational- based business challenges.
- Works at a senior level to uncover impediments to productivity, efficiency, and effectiveness.
- Functions as initial architect and ongoing quality assurance for project work.
- Oversees the implementation of solutions including, but not limited to, the development of communications strategies, training programs and curriculums, and other learning initiatives.

Education/Experience: Bachelor's degree or equivalent with 8+ years of experience.

Subject Matter Expert (SME)

- Develops customized organizational and marketing solutions to meet client needs.
- Engages clients in problem solving, questioning, listening, and solutions identification.
- Translates organizational concerns into communications solutions.
- Provides key understanding of competitive landscapes. Understands the strategic communications consulting landscape, emerging technology and business trends, established competitors, and emerging companies.
- Leads Rock Creek team members in defining project objectives, scope, and deliverables; assesses resource needs.
- Architects organizational strategies to ensure all creative work is focused on achieving client objectives.

Education/Experience: Bachelor's degree or equivalent with 10+ years of experience.

Senior Strategy Consultant

- Interacts and confers with client frequently regarding specific work efforts, including seeking regular feedback and input from client on deliverables.
- Demonstrates superior ability to develop, write, and edit copy for a variety of communication vehicles including the web.
- Displays outstanding understanding of the integration of words, images, and functionality across a broad spectrum of communications materials.
- Shows knowledge of a variety of strategic communication concepts, practices, and procedures.
- Conducts research, interviews, and offers creative ideas.

Education/Experience: Master's degree or equivalent with 10+ years of experience.

Senior Visual/Graphic Designer

- Performs all aspects of computer-based design and production.
- Creates designs for printed materials, websites, electronic documents, or displays.
- Produces layouts, create illustrations, manipulate photographs, and perform all other necessary tasks in executing final designs.

• Provides high-level technical input and conducts quality assurance.

Education/Experience: Bachelor's degree or equivalent with 8+ years of experience.

Visual/Graphic Designer

• Performs all aspects of computer-based design and production.
• Can create designs for printed materials, websites, electronic documents, or displays.
• Produces layouts, creates illustrations, manipulates photographs, and performs all other necessary tasks in executing final designs.

Education/Experience: Associate's degree or equivalent with 5+ years of experience.

Writer

• Demonstrates superior ability to develop, write, and edit copy for a variety of communication vehicles including the web.
• Displays outstanding understanding of the integration of words, images, and functionality across a broad spectrum of marketing and communications materials.
• Conducts research, interviews, and offers creative project solution ideas.

Education/Experience: Associate's degree or equivalent with 5+ years of experience.

19.0 TASK ORDER INSTRUCTIONS

When a task order is placed for support services a PWS will be issued with the task order to the contractor indicating the maximum number of employees and labor categories needed and/or the project to be completed.

The contractor shall submit a batch of resumes for the labor category indicated on the task order for proposed personnel, as well as a price proposal, including any discounts. Resumes shall demonstrate the capability to perform tasks as defined for a requested labor category in accordance with the PWS. The contractor shall provide the customer an opportunity to speak with such candidates, before any individuals are assigned under the contract. It is anticipated that each proposed personnel will work 40 hours/week.

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

1. REQUISITION NUMBER	PAGE	OF
	1	68

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFPB-13-D-00004				

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NUMBER (No collect calls)	10. OFFER DUE DATE/LOCAL TIME
	MATTHEW CHMIELEWSKI	202-435-9531	

11. ISSUED BY	CODE	12. THIS ACQUISITION IS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ UNRESTRICTED OR ☐ SET ASIDE: ☐ WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A)		

NAICS: 522320
SIZE STANDARD: $7.0

14. METHOD OF SOLICITATION		
☐ RFQ	☐ IFB	☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
		CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
RUST CONSULTING INC. 625 MARQUETTE AVE STE 880 MINNEAPOLIS MN 55402-2469	942241134		ARC/ASD/CFP ARC/ASD/CFP, AVERY SG PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/CFP

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award of Contract BCFP-13-D-00004 in accordance with the attached contract. Period of Performance: 07/09/2013 to 07/08/2018				
0001	Base Year - Redress and Civil Penalty Fund 3rd Party Administration Services				0.00
0002	Option Year 1 - Redress and Civil Penalty Fund 3rd Party Administration Services				0.00
	Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) DAVID T. MARCUS, EVP	30c. DATE SIGNED 7/8/2013
31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON	31c. DATE SIGNED 7/9/2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Option Year 2 - Redress and Civil Penalty Fund 3rd Party Administration Services				0.00
0004	Option Year 3 - Redress and Civil Penalty Fund 3rd Party Administration Services				0.00
0005	Option Year 4 - Redress and Civil Penalty Fund 3rd Party Administration Services				0.00
	The total amount of award: $0.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

TABLE OF CONTENTS

SECTION ONE - SCHEDULE OF SUPPLIES OR SERVICES, AND PRICES

1.0 General
2.0 Pricing Schedule
3.0 Minimum Contract Value
4.0 Maximum Contract Value

SECTION TWO - STATEMENT OF REQUIREMENTS

1.0 Scope
2.0 Key Personnel Identified
3.0 Language Requirements
4.0 Professional Standards

SECTION THREE - TERMS AND CONDITIONS

Packaging and Marking

1.0 Marking

Inspection and Acceptance

2.0 Inspection and Acceptance

Deliveries or Performance

3.0 Period of Performance/Delivery Required and Options
4.0 Task Order Type and Multiple Award Ordering Procedures
5.0 Quality Control
6.0 Quality Assurance Surveillance Plan (QASP)
7.0 Place of Performance

Contract Administration Data

8.0 Authority – Contracting Officer
9.0 Contracting Officer's Representative (COR) Designation and Authority
10.0 Contractor Point-of-Contact
11.0 Cybersecurity/IT Security
12.0 Organizational Conflict of Interest
13.0 Physical Security
14.0 Other Direct Costs
15.0 Data Rights
16.0 Privacy

17.0 General Requirements
18.0 Breach of Personally Identifiable Information (PII)
19.0 Electronic Invoicing and Payment Requirements
20.0 Payment Schedule
21.0 Substitution of Key Personnel
22.0 Reassignment and Replacement of Contractor Personnel
23.0 Subcontractor Approval
24.0 Task Order Procedures

Special Contract Requirements

25.0 Conflicts of Interest
26.0 Cooperating with Other Organizations
27.0 Information Technology Virus Security
28.0 Preservation of, and Access to, Contract Records
29.0 Prohibition Against the Use of Federal Employees
30.0 Security and Confidentiality
31.0 Transparency

Contract Clauses

32.0 252.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

33.0 ADDENDUM TO 52.212-4

34.0 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)

35.0 52.216-18 ORDERING (OCT 1995)

36.0 52.216-19 ORDER LIMITATIONS (OCT 1995)

37.0 52.216-22 INDEFINITE QUANTITY (OCT 1995)

38.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

39.0 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

40.0 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

SECTION FOUR – ADDITIONAL REQUIREMENTS

1.0 Non-Disclosure Agreement

SECTION ONE – SCHEDULE OF SUPPLIES, SERVICES, AND PRICES

1.0 GENERAL.

1.1 On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), which created the Consumer Financial Protection Bureau (CFPB or the "Bureau"). Under the Act, part of CFPB's mission is to enforce the Federal Consumer Finance Laws. Under this authority, the CFPB litigates cases which may result in the award of redress and/or civil money penalties to be distributed to harmed consumers. In all cases, the Bureau is responsible for monitoring the distribution of funds to harmed consumers. In some cases, the Bureau will be responsible for the administration and distribution of these funds. For the purposes of this Performance Work Statement (PWS), "funds" refers to all funds distributed to victims of violations of the Federal Consumer Finance Laws, whether redress or civil penalty funds. If there are particular requirements applicable only to "redress funds" or only to "civil penalty funds," the PWS and/or specific task order will spell this out.

The Bureau is interested in contracting with a vendor (or vendors) to manage portions of the distribution process. The Bureau also reserves the right not to use a vendor in carrying out its responsibilities related to distribution to victims in any matter.

1.1.1 OBJECTIVE

The objective of this contract is to obtain services related to the management and distribution of funds to victims. The contract seeks to establish a process which will both minimize waste, fraud, and abuse, and implement strong internal controls. Provided within section 3.1 of the solicitation in further detail, below are key elements of the contract:

- Money management - The assigned Contractor will generally be issued a task order that includes a funds distribution function, which will require the Contractor to establish and manage specified funds related to a particular case, including establishment of an account and reporting. Further details and description of related money management activities are found in section **3.1.1**.
- Communication and help services - For each assigned matter, the Contractor will generally be the main public point-of-contact as related to fund distribution activities. The Contractor will be required to prepare public communications as described in the matter specific task order. The Contract's responsibilities will include responding to general public inquiries, and addressing consumer specific complaints/disputes. Further details and description of related communication and help service activities are found in section **3.1.2**.
- Claims processing- Matters requiring a claims process will require the Contractor to manage the collection and verification of claims-related documentation. Further details and description of related claims processing activities are found in section **3.1.4**.
- Fund distribution- The assigned Contractor will distribute funds from the established account to victims as directed by the Bureau through the specific task order. Each matter will require the maintenance of a specific database(s) tracking contact information and payment data. Additionally, in some instances, the Contractor will be required to locate victim contact

information, in a timely and cost effective manner. Further details and description of related fund distribution activities are found in section 3.1.3.

- Reporting- For each matter assigned by task order, the Contractor will be required to provide the Bureau with monthly and ad hoc reports on activities including funds distribution, client tracking and public communication. Additionally, the Contractor will be required to provide tracking and evaluate the effectiveness of payment methods to support system future program improvements. Further details and description of related reporting activities are found in section 3.1.7.

2.0 PRICING SCHEDULE.

2.1 The fixed unit prices are included in the Pricing Schedule below and will be applicable for the duration of the term of the contract and any Task Orders issued thereunder.

2.2 While individual Task Orders will be subject to ceilings (such as fixed-prices, NTE amounts, etc.), this contract also has a ceiling beyond which Task Orders may not be issued. That ceiling is: $2,400,000.

2.3 No Other Direct Costs (ODCs), to include travel costs, are contemplated under this contract or any Task Orders issued thereunder. All Task Orders will be issued on a Firm-fixed price, fixed unit price with a not-to-exceed amount specified per task order or a combination of firm-fixed price and fixed unit price with an associated not-to-exceed amount for fixed unit price portions of the task order.

Civil Penalty Fund & Bureau Administered Redress 3rd Party Administrator Pricing Schedule

CLIN	Service	Unit	Quantity	Option Year 1 Price	Option Year 2 Price	Option Year 3 Price	Option Year 4 Price
3.1.1	**MONEY MANAGEMENT**			(b)(4)			
	ACCOUNT SET-UP: Open bank account(s) (per matter) & OBTAIN TAX ID (per matter)	Job					
	ACCOUNT MAINTENANCE FEE: Prepare and maintain registers of all checks, direct cards, purchase cards, and/or any other cashed and uncashed (per matter). Prepare monthly reports of each account (per matter). Any order is place more than 12 months will be adjusted based on a monthly pro-rated cost as it is Fee / 12 = Monthly $).	Year					
	Reconcile: Clear/ prepare and file tax return (per matter per return)	Job					
	Dist Prices, prepare and file tax returns (per matter per return)	Job					
3.1.2	**HELP SERVICES**						
	Help services incoming telephone calls of claimants, email, or written (per matter)	Job					
	Help services website creation, development and hosting (per matter)	Job					
	Help services website creation, and development (per matter)	Job					
	Help services anytime chat (per matter)	Job					
3.1.3	**REDRESS DISTRIBUTION, CONTACT IDENTIFICATION & CLAIMS PROCESSING**						
3.1.4	Manual data entry of potential claimant list						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Electronic conversion of potential claimant data						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Prepare and mail certified letters, claim forms, etc (Postage not included)						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Prepare and electronically mail confirmation letters, claim forms, etc. (Per Email)	Each					
	Address search						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Design, order, prepare and mail checks (Postage not included)						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Design, order, prepare and mail debit cards (Postage not included)						
	1 to 4,999	Each					
	5,000 to 9,999	Each					
	10,000 to 24,999	Each					
	25,000 to 49,999	Each					
	50,000 and above	Each					
	Mail appropriate tax forms to claimants (Per Claimant) (Postage not included)	Each					
	Production Services (includes printing, folding, and inserting of associated materials). Please price per page.	Per Page					

	Contact potential claimants via mail to advise of acquisition and advise how to contact Info (Postage not included)	(b)(4)
	1 to 4,999	
	5,000 to 9,999	
	10,000 to 24,999	
	25,000 to 49,999	
	50,000 and above	
	Provide IT SOR list of claims that can't be corrected, if further attempts to contact info are unsuccessful, notify potential claimant in writing that the claim was denied (Postage not included)	
	1 to 4,999	
	5,000 to 9,999	
	10,000 to 24,999	
	25,000 to 49,999	
	50,000 and above	
	Mail undeliverable mail for which a current address was found (per Letter) - Address updates provided by U.S. Postal Service (Postage not included)	
	Analyze paper claim forms	
	1 to 4,999	
	5,000 to 9,999	
	10,000 to 24,999	
	25,000 to 49,999	
	50,000 and above	
	Analyze electronic claim forms	
	1 to 4,999	
	5,000 to 9,999	
	10,000 to 24,999	
	25,000 to 49,999	
	50,000 and above	
	Notify in writing rejected potential claimants (Postage not included)	
	1 to 4,999	
	5,000 to 9,999	
	10,000 to 24,999	
	25,000-49,999	
	50,000 and above	
3.1.5	RELATED FUNDS ADMINISTRATION SERVICES	
3.1.6	FINAL ACCOUNTING	
	Prepare and provide for all accounting for matters that include check distributions (close bank/investment accounts, prepare account reconciliations, etc...)	
	Prepare and provide final accounting for matters which do not include a check distribution (close bank/investment accounts, prepare account reconciliations, etc...)	
3.1.7	RETRIEVING & RECORD KEEPING	
	Maintain, store, and provide copies of records upon request - per matter. Contractor can bill for this fee upon closeout of the matter. (Estimated storage of 12 months per matter per SOW)	

(b)(4)

3.0 **MINIMUM CONTRACT VALUE.** The minimum dollar value of any contract awarded resulting from the RFP is $5,000 total. The exercise of an option period does not create entitlement to another guaranteed minimum dollar value.

4.0 **MAXIMUM CONTRACT VALUE.** The maximum ceiling rate for this contract is $2.4 million total. The exercise of an option period does not create entitlement to another maximum ceiling rate.

SECTION TWO – STATEMENT OF REQUIREMENTS

1.0 SCOPE.

This Indefinite Delivery, Independent Quantity (IDIQ) contract is for services supporting funds distribution related to the CFPB's enforcement of Federal Consumer Financial Laws. The Contractors shall provide efficient and cost effective distribution and related services for funds recipients. Although the majority of communications and interactions with victims will be within the U.S., there may be victims located outside the U.S., which will be noted in individual Task Orders, as applicable.

A. The Contractors shall provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure efficient and cost effective funds distribution.

B. Contractor systems must be compatible and scalable with the CFPB's current and future program requirements. The Contractor shall provide the CFPB with data related to funds distribution, client tracking, etc. through accurate monthly and ad hoc reports. Data format and transfer details will be described in individual task orders. Additional systems information can be found in section 3.1.7

C. The Contractors shall provide consistent, timely, and professional responses (ie. internet, email, telephone, 1st class U.S. Postal Service mail or foreign equivalent and etc.) to stakeholder inquiries using easily accessible points of contact.

D. If required, the Contractors shall be prepared to expand services within the scope of the requirement, and/or provide any special project support needed to analyze, plan, design, implement, operate and manage funds distribution customer support services that may be needed to meet the evolving needs of the Government. The CFPB anticipates some expansion of work requirements will take place over the life of these contracts as the funds distribution requirements change over time and as a result of market place forces and electronic systems evolution.

E. All Contractor-provided support staff (key and non-key) shall be located within the United States and be United States citizens. The Government will not supply any work space.

F. The Contractor(s) shall establish and maintain a complete Quality Control Plan to monitor the Contractor's performance and assure the requirements of this contract's Task Orders are provided as specified. The plan will include a performance work schedule, list of materials the Contractor plans to use, and labor.

1.1 Tasks Defined - Government Needs

1.1.1 TASK #1 - MONEY MANAGEMENT: In accordance with the Task Order's instructions, the Contractor will generally be required to open one matter-specific account for the deposit of either redress funds or civil penalty (CPF) funds. If redress funds, it is anticipated that the task order will generally require the contractor to establish an interest-bearing, FDIC-insured account, which qualifies as a Qualified Settlement Fund, as further specified below

at E.3 in accordance with this contract and the specific Task Order to be issued, any and all interest accrued shall be folded into the account and used for the same purposes and under the same terms and conditions as the rest of the funds in the account, or as otherwise stated in the Task Order. If CPF funds, it is anticipated that the task order will generally require the contractor to establish a non-interest-bearing, FDIC-insured account, for which the contractor obtains depository bonding as specified below at E.1 and E.2. In general, CFPB expects to issue separate task orders for the handling of redress funds and for the handling of the CPF funds involving the same legal case. Before opening an account, the Contractor shall receive prior written approval from the CFPB Contracting Officer's Representative (COR). The matter-specific checking account shall be opened within three (3) business days of being instructed by the COR. The matter-specific checking account shall be open for a limited time period beginning two weeks prior to the initial funds distribution. The matter-specific checking account shall remain open until the final funds distribution for that matter is completed. The Contractor shall close the matter-specific checking account upon the written instruction of the COR. It is estimated that each matter-specific checking account is to remain open up to 24 months.

A. The bank accounts shall be listed in the name of the assigned matter in an FDIC insured domestic financial institution. Funds will be transferred from the Government to the Contractor, via electronic wire for deposit into the matter-specific checking account to fund tasks assigned.

B. For each bank account established, the Contractor shall:

1) Provide the COR and his/her representative with read-only rights to online banking for the matter-specific checking account assigned to a particular matter.

2) **Obtain the COR's written approval and authorization of funds distribution in accordance with policy or the court or administrative order prior to any disbursements and transfers of funds, including the payment of all invoices for work performed under this PWS.**

3) Ensure that the bank returns to the Contractor all original canceled checks (front and back) or clearly legible images of all original canceled checks (front and back) and/or bank drafts and bank statements.

4) Ensure that each checking account has payee name and check amount based positive pay or similar services to combat check fraud.

5) Provide to the COR the following details within one (1) business day of bank account opening: date established, name of the account, account number and type,

physical location of account, signature cards, and a signed letter from the Contractor stating that the checking account is FDIC pass-through deposit insured.

6) Ensure that the bank sends a duplicate original bank statement - via PDF File – directly to the COR within ten (10) calendar days after the end of the month.

7) Upon request by the CO or COR, for the purposes of audit, Inspector General inquiry, General Counsel/Legal Division request, or otherwise, provide to the Contracting Officer (CO) and/or COR any and all information pertaining to the bank records and activities.

8) Ensure that after receiving written notification of a needed correction to bank and/or financial statements that the appropriate corrections are made within forty-five (45) calendar days.

9) Prepare and provide to the COR a reconciliation of the prior month's activity of each matter-specific bank account on the 5th business day of each month

10) Prepare and maintain a check register in each matter accounting for all checks printed which shall include, at a minimum, the check number, date issued and cashed, payee, and check amount. The Contractor shall not maintain an inventory of unused check stock pre-printed with MICR account numbers and routing information. The Contractor shall maintain the originals and/or images of all checks which were voided or otherwise spoiled, and all checks that were returned by the Post Office and remained undeliverable. The Contractor also shall maintain records of all checks issued but not cashed prior to the expiration date of the check.

11) Prepare and maintain a register in each matter accounting for all debit and purchase cards distributed which shall include, at a minimum, the card number, date issued and cashed, payee, and card value. The Contractor also shall maintain records of all cards issued but not cashed prior to their expiration date.

12) In matters requiring a distribution method other than those described in paragraphs 10 and 11 above, preparation and maintenance of a register will be required. Additional minimum reporting requirements will be included a matter specific task order.

C. Tax Identification Number:

The Contractor shall, within three (3) business days of receipt of the initial Task Order, obtain a tax identification number for each funds distribution matter assigned.

The Contractor also shall:

1) As specified by CFPB by individual task order, make the necessary tax determinations after consultation with experts, as necessary; and prepare and timely file all necessary tax returns, forms or reports with the appropriate authorities at the task order level;

2) After making tax determinations in accordance with law, pay all required taxes from the funds and deposit any tax refunds into the matter-specific account or return the tax refund to the CFPB if the Task Order is closed, and deliver a copy of any annual income tax returns to the COR at the time the Contractor invoices for the associated tax preparation fees.

D. Liability Insurance and Employee Dishonesty Bonding:

1) The Contractor shall obtain and maintain professional liability insurance and employee dishonesty bonding. At a minimum, the Contractor must carry liability insurance of ten million dollars ($10,000,000) and employee dishonesty bonding of five million dollars ($5,000,000). The blanket policies shall apply to all Task Orders. The policies shall be executed in favor of both:

(a) the CFPB for the benefit of the potential funds recipients pursuant to such judgment(s) administered under the Contract, and

(b) the potential funds recipients pursuant to such judgment(s).

2) Contractor's professional liability insurance and employee dishonesty bonding policies must specify that the Contractor's insurer shall provide the insured (Contractor) at least 60 calendar days' notice of modification and/or cancellation. The Contractor shall inform the CO and COR within 10 business days if (a) it receives notice of modification and/or cancellation; or (b) an occurrence arises in which the Contractor's existing bonding and/or insurance policy is insufficient to adequately and properly cover the Task Order's assigned. The insurance policy and bond shall apply to the Contractor, its agents, and all employees performing services related to this contract. The insurance policy and bond shall cover errors and omissions, employee dishonesty and any action or failure to act on the part of the Contractor, its agents or employees relating to the matter-specific bank account(s) including but not limited to failure to properly account for the funds, check fraud, failure to properly process claims, or any other action affecting the distribution of the funds, regardless of whether the action or inaction is the result of negligence or not. The surety on the bond must represent and warrant that it holds a Federal Certificate of Authority as Acceptable Surety On Federal Bond and Reinsuring under, and is in full compliance with, 31 U.S.C. §§ 9304 and 9308 and Treasury Department Circular 570.

3) At a minimum, the professional liability insurance and employee dishonesty bonding must meet all Government requirements specified herein.

E. Depository Bonding:

Depository Bond means a bond given by a bank to guarantee both the safety of the funds made by depositors and their availability for withdrawal as indicated in the terms of deposit. This is not a Federal deposit guarantee. It is to protect the party depositing the funds against the loss of funds placed in the depository. As a general proposition, unless an

account qualifies as a Qualified Settlement Fund (QSF), FDIC insurance does not cover an account holding over $250,000, and CFPB can be expected to have awards exceeding $250,000 that do not qualify as QSFs.

1) For each account for CPF funds that the Contractor establishes, as specified in the task order, the Contractor will generally be required to obtain a depository bond in an amount no less than 150% of the principal amount of funds reflected in each Task Order on a case-by-case basis.

   The bond shall be executed in favor of both:

   (a) the CFPB for the benefit of the potential recipients of such account, and

   (b) the potential recipients of such account.

2) The surety on the bond shall represent and warrant that it holds a Federal Certificate of Authority as Acceptable Surety On Federal Bond and Reinsuring under, and that it is in full compliance with, 31 USC §§ 9304 (Surety Corporations) and 9308 (Civil Penalty) and Treasury Department Circular 570 (Department of the Treasury's Listing of Certified Companies). The bond shall apply to the financial institution, its agents, and all employees performing services related to this Contract. The bond shall protect the funds deposited in the bank account(s) and cover errors and omissions, employee dishonesty, and, to the extent not otherwise included therein, the following situations: (i) the financial institution's failure to properly account for and repay all funds on deposit; (ii) the financial institution's suspension or termination of operations; and (iii) the extent to which the amount of the funds deposited in the account exceeds the amount of the federal deposit insurance applicable to such account.

3) FDIC Pass-Through Insurance in Lieu of Depository Bonding:

For each account for redress funds that the Contractor establishes, as specified in the task order, the Contractor will generally be required to take all necessary administrative steps for the redress funds to qualify as a Qualified Settlement Fund (QSF) for the FDIC pass-through deposit insurance to protect the individual interests of each beneficiary (claimant) of the redress accounts. If determined necessary by the Contracting Officer, the task order may, alternatively, require depository bonding under the conditions specified above in E.2 and E.3.

If a QSF is required, unexcused failure to establish a QSF within a reasonable time period or provide timely and adequate assurances of its establishment, as determined by the Contracting Officer, is considered a default and failure to comply with a material term of the contract, and grounds for the government to terminate for cause and to obtain all rights and remedies to which it is entitled under law.

1.1.2 TASK #2 - HELP SERVICES: At a minimum, Help Services shall include responding to requests and inquiries received via telephone or written mail (or e-mail) from consumers. The Contractor shall have the ability to respond in English and Spanish, and to accommodate additional language and disability needs. Requests for additional language translation and disability accommodations will be noted in specific Task Orders.

A. **Consumer Communications Materials:** The Contractor may be required to draft scripts, frequently asked questions, letters, e-mails, and other Consumer Communications Materials to provide Help Services. These materials shall be consistent with the CFPB's language, style, and tone guidelines. Any CFPB style guides or similar documents will be provided to the Contractor after award. All Consumer Communications Materials will require approval by the Contracting Officer's Representative.

B. **Contact Information:** The Contractor may be required to establish a matter-specific email address and mailing address for each case to receive inquiries from consumers. When required, the Task Order will specify an acceptable quality level (AQL) identifying the time period in which responses must be processed by the Contractor.

C. **Interactive Voice Response (IVR):** As part of a task order, the Contractor may be required to provide toll-free IVR (24/7) services for consumers seeking information on the status of the funds distribution. This system shall be regularly updated to ensure the matter information and status is up-to-date and callers are provided with accurate information.

1) IVR services will include responses to:

   (a) requests for information;
   (b) frequently asked questions;
   (c) eligibility inquiries;
   (d) claimant registration and form fulfillment, as applicable;
   (e) payment status; and
   (f) disputes.

2) The Contractor also must provide the ability for the caller to opt out of the IVR and interact with a live operator during the hours of 8:00am Eastern - 6:00pm Pacific, on the days that the Federal Government is in operation.

3) Occasionally, CFPB staff may receive consumer calls, which in turn, may be redirected to the Contractor for official processing.

4) In special cases, the Task Order may request that the Contractor set up the IVR, however reroute calls to the CFPB for official response. The anticipated volume and duration of such rerouting will be specified in the task order.

Note: In some special cases, the CFPB will establish internal procedures to answer questions on a specific funds distribution matter, which may include a matter already assigned to a Contractor. Some of these special cases range from active ongoing participation in a matter, active collection of consumer contact data, or active status updates about a matter not yet assigned to a Contractor. These calls may also be directed to the Contractor for processing if applicable and as stated within the Task Order.

D. **MATTER WEBSITE:** The Contractor may be required by the Task Order to create, develop and/or host a website. The creation, development and hosting of a matter specific website will be termed "Web Hosting"

and the creation of content for a matter specific web page will be termed "Web Content." The Task Order will specify whether the Web Content will be hosted on the CFPB's website, consumerfinance.gov, or whether the Contractor will be required to establish a distinct website for the purposes of fulfilling its obligations under the Task Order. In the event the task order specifies the Contractor is responsible for maintaining Web Content on consumerfinance.gov, the Contractor's key personnel will be provided with the appropriate credentials, systems access, and documentation to use the CFPB's web content management system.

a. Webpage Content: The Contractor may be required by the Task Order to create a matter specific webpage to be hosted on the CFPB public website. The webpage shall:

1) be updated regularly ensuring the information, data, and forms are accurate and up-to-date;

2) at minimum, provide consumer communications materials necessary for the consumer to obtain payment if eligible. Such information will be identified by the Contracting Officer's Representative and may include:

   a. responses to frequently asked questions;
   b. matter and contact information;
   c. relevant notification and details for potential funds recipients;
   d. as applicable, downloadable forms and other information; and
   e. recipient rights.

3) be approved by the Contracting Officer's Representative prior to being made available to public.

b. Web Hosting: The Contractor may be required by the Task Order to create, develop and host a website. The website shall:

1) be maintained, and as necessary, updated regularly ensuring the information, data, and forms are accurate and up-to-date;

2) at a minimum, provide the following information and documents:

a. web links to the CFPB's matter-specific URL;
b. responses to frequently asked questions;
c. matter and contact information;
d. relevant notification and details for potential funds recipients;
e. as applicable, downloadable forms and other information;
f. recipient rights;

3) conform to the privacy requirements of the E-Government Act of 2002 (44 U.S.C. Ch. 36), the Privacy Act of 1974, as amended, and supplemental guidance from the Office of Management and Budget, specifically, but not limited to: memoranda 10-22, *Guidance for Online Use of Web Measurement and Customization Technologies, June 25, 2010*, and 10-23, *Guidance for Agency Use of Third-Party Websites and Applications, June 25, 2010*. In general, the home page, all major entry points into the web site, and

all web pages that collect personally identifiable information shall include appropriate hyperlink(s) to the relevant "privacy policy" and as necessary, a statement providing notice of the collection, use, and disclosure of personally identifiable information, as required under 5 U.S.C. § 552a(e)(3);

4) conform with CFPB design style guidelines for logo mark, fonts, colors, and other requirements, user experience and accessibility practices, and client-side code development standards;

5) conform to CFPB's IT security requirements as specified in 21.1(a); and

6) be subject to usability testing and heuristic audits conducted by CFPB personnel. The Contractor will be expected to propose and receive approval from the Contracting Officer's Representative for changes to the website design based upon the findings of these tests and audits.

Note: During Task Order performance, all websites must receive CFPB approval before going live.

1.1.3 **TASK #3 – FUNDS DISTRIBUTION:** In accordance with the Task Order's instructions, the Contractor shall prepare a COR-approved distribution plan to administer funds in the matter-specific bank account to qualified recipients. **The Contractor is solely responsible for the accuracy of each funds distribution (based on the COR approved lists). The Contractor is held accountable to correct Contractor errors at the Contractor's own expense.**

A. The COR will provide the Contractor with an initial list of funds recipients. The COR shall be the sole source of the initial existing recipient information and the Contractor shall not accept the initial existing recipient information from any other internal or external source. However, in a small number of matters, the Bureau will not have an existing list of eligible victims. In those matters, the Contractor will refer to Task #4 for Claims processing.

1) Electronic or manual formatting of the recipient data is subject to audit by the CFPB.

2) All electronic recipient data shall be encrypted for transmission between the CFPB and the contractor or transferred via the CFPB's Secure File Transfer Protocol. Electronic data must also be encrypted at rest.

3) Recipient data in hard copy format will be transmitted by the COR to the contractor via overnight delivery and shall be insured with and tracked by the delivery company. The CFPB will incur shipping costs of transporting matter-specific material.

a. The Contractor shall utilize the existing victim information to establish a preliminary list of potential funds recipients for each matter assigned.

i. Depending on the nature and extent of the initial existing victim information, the Contractor may have to prepare the data list for mailing.

iii. In some instances, the establishment of the preliminary list(s) shall require the Contractor to implement a Consumer Identification process ("Public Notice Campaign") to identify potential funds recipients. See Task #4.

iii. The Contractor may be directed to obtain corrected names, mailing addresses and email addresses using the United States Postal Service, Internet and other directory searches.

iv. The Contractor may be directed to perform additional specialized searches if required by the Task Order.

b. In some instances, the Contractor may be required to perform additional calculations to determine the amount to be distributed to each funds recipient.

B. The Contractor will be required to prepare checks, bank drafts, purchase cards, debit cards, coupons, or any other distribution financial instrument using commercially available means and as appropriate to the funds distribution requirements. Before deciding on distribution method, the Contractor shall receive prior written approval from the COR. At a minimum, the items shall contain the matter name, expiration date, recipient name, or any other condition which must be complied with to receive money from the redress or Civil Penalty Fund. Per the Task Order, the Contractor may be tasked with producing, printing and duplicating correspondence, which may be in excess of two pages, i.e. additional cover letters, educational brochures, or other required documents as deemed necessary by the CFPB for distribution with the above financial instruments. The CFPB may direct the Contractor to produce attachments as either double-sided, printed in black and white, or color.

C. The Contractor shall distribute funds and include any accompanying cover letter, brochures and other documents up to two pages and up to the U.S. Postal "one ounce" rate charged for first class mail. The Contractor may be directed to mail documents in excess of two pages and that exceed the U.S. Postal "one ounce" rate if required by the Task Order. Additional expense for including documents exceeding two pages may be charged to the Government. Any additional postage expense (including the cost of international postage, if required) will be paid at cost - without mark-up.

1) The Contractor shall follow up with funds recipients who have not claimed their funds within 60 days or otherwise described in the Task Order.

2) Multiple distributions to funds recipients, up to 100% of loss, are sometimes required to exhaust refunds.

3) Subsequent distributions of uncashed checks and/or returned checks may be requested by the COR. Subsequent distributions shall follow the pricing schedule set forth in the original distribution.

D. As specified in individual task orders, it will be the responsibility of the Contractor to have the required tax expertise, and to make determinations as to tax liability consequences, filing requirements, and required forms, if applicable, for individual victims and for the accounts holding the funds (such as those required for Qualified Settlement Fund.) In limited situations which require fund recipients to receive a tax form required

for tax preparation, the Contractor shall mail within 30 calendar days of the end of the corresponding tax year, the appropriate IRS form (e.g., IRS Form 1099) and cover letter. When required, the Task Order will cite this requirement. When directed by the COR, the Contractor shall provide recipients' social security numbers and/or taxpayer identification numbers to appropriate federal disbursing officials in accordance with 31 U.S.C. § 3716, the Debt Collection Improvement Act of 1996.

E. The Contractor shall prepare and maintain databases of the following information, where applicable:

(a) comprehensive and aggregate database of potential and final funds recipients, contact information, total eligible harm amounts, successful and unsuccessful payment distributions, and any other relevant information for each matter;

(b) potential funds recipients who inform the Contractor, in writing, of their desire not to participate in the fund distribution;

(c) total potential funds recipients;

(d) duplicate entries and victims not eligible to participate in the distribution fund;

(e) number of address changes submitted and updated;

(f) number of potential funds recipients contacted successfully and unsuccessfully;

(g) total number and amounts of payments distributed;

(h) number, method, and purpose of public inquiries; and

(i) number of unique visits to the matter website, if one is developed.

F. Upon completion of all Funds Distribution phase activities, the Contractor shall prepare an invoice for the work performed in accordance with invoice processing terms of the contract.

Note: During Task Order performance, written prior approval from the COR is required before the Contractor can proceed with distributing any item.

1.1.4 **TASK #4 - CLAIMS PROCESSING AND ELIGIBILITY:** In accordance with the Task Order's instructions, the Contractor may be required to process and determine qualification of claimant(s) to receive funds. "Claimant" is defined to mean an individual who CFPB has determined may potentially qualify to receive funds at CFPB's discretion, but for whom further review is required in order to make an eligibility decision. Such electronic or manual processing may include one or more of the following items.

A. **CLAIMS DATA (Care of):** The COR shall be the sole source of the initial existing claimant information and

the Contractor shall not accept the initial existing claimant information from any other internal or external source.

1) Electronic or manual formatting of the claimant data is subject to audit by the CFPB.

2) All electronic claimant data shall be encrypted for transmission between the CFPB and the contractor or transferred via the CFPB's Secure File Transfer Protocol. Electronic data must also be encrypted at rest.

3) Claimant data in hard copy format will be transmitted by the COR to the contractor via overnight delivery and shall be insured with and tracked by the delivery company. The CFPB will incur shipping costs of transporting matter-specific material.

B. DATA RECONCILIATION: The Contractor shall utilize the existing claimant information to establish a preliminary list of potential funds recipients for each matter assigned.

1) Depending on the nature and extent of the initial existing claimant information, the Contractor may have to prepare the data list for mailing.

2) In some instances, and as a part of Task Order performance, the establishment of the preliminary list shall require the Contractor to implement a Public Notice Campaign to identify potential funds recipients. The Contractor will work with the CFPB to develop the Campaign. Prior written approval from the COR is required before the Contractor or its agents shall produce, publish and/or distribute any public-facing materials.

3) The Contractor may be directed to obtain corrected names, mailing addresses and email addresses using the United States Postal Service, internet and other directory searches.

4) The Contractor may be directed to perform additional specialized searches if required by the Task Order.

C. INITIAL CORRESPONDENCE/VERIFICATION OF CLAIM DATA: In a small number of matters, the Contractor shall analyze all claim forms submitted by potential funds recipients, determine the sufficiency of supporting documentation, and develop and maintain a list of potential claimants who appear to meet all requirements for participation in the funds distribution. The Contractor also shall calculate the projected dollar amount each proposed claimant is eligible to receive. Method of calculation of claimant loss may vary according to the matter.

The Contractor may be instructed under the Task Order to:

1) Enable claimants to access and complete claim forms on-line;

2) Re-mail claim forms to victims whose correspondence was returned with an address correction/notification;

3) Contact potential funds recipients who appear to qualify for participation in the matter-specific distribution, but whose documentation is lacking in some respect, and request they supply corrected documentation.

The Contractor shall prepare and provide to the COR:

1) A list of persons whose claim forms are deficient. The COR may in turn attempt to obtain the required eligibility verification from other sources. If the COR's attempts are unsuccessful, the Contractor may be instructed to notify the potential claimants that their claim has been denied.

2) Upon completion of the claims analysis and verification procedures, the Contractor shall prepare and provide the COR:

(a) A proposed funds distribution list containing contact information along with the projected dollar amount each proposed claimant is eligible to receive from the fund.

(b) A proposed list of any persons or categories of persons who have filed a matter specific claim but who the Contractor proposes will not receive a distribution for reasons including, but not limited to, the failure to provide the proper verification of their eligibility, or those cases where the available funds are not sufficient to provide a meaningful distribution because of the number of claimants.

D. **CLAIM FINALIZATION:** The COR shall review the proposed funds distribution list and if found acceptable, the COR shall provide in writing to the Contractor approval to proceed with the distribution.

1) The Contractor shall ensure that the eligible recipients receive only their determined portion of the funds.

2) The Contractor may be instructed to notify all persons filing a matter-specific claim but who are not selected to receive a distribution. The notification shall be developed using legally correct, but easily understood language

3) The Contractor shall prepare and maintain databases of the following information, where applicable:

(a) comprehensive and aggregate database of potential and final funds recipients, contact information, total eligible harm amounts, successful and unsuccessful payment distributions, and any other relevant information for each case;

(b) potential claimants who inform the Contractor, in writing, of their desire not to participate in the fund distribution;

(c) potential claimants whose notification letters remain undeliverable even after attempts to obtain corrected name and address information;

(d) potential claimants who do not respond to the notification letter within the time period specified for

filing claims;

(e) duplicate entries and claims not eligible to participate in the distribution fund;

(f) potential claimants whose claim forms remain insufficient;

(g) number of valid claims submitted;

(h) total number of claims submitted and the method by which they were received;

(i) number, method, and purpose of inquiries received from claimants;

(j) number of unique visits to the claim website, if one is developed; and

(k) number of address changes submitted and updated.

E. Upon completion of all Claims Processing and Eligibility phase activities, the Contractor shall prepare an invoice for the work performed in accordance with the Invoice processing terms of the contract and Task Order.

Note: During Task Order performance, written prior approval from the COR is required before the Contractor can proceed with distributing any item.

1.1.5 TASK #5 – RELATED FUNDS ADMINISTRATION SERVICES: In accordance with the Task Order's Instructions, the Contractor may be requested to provide miscellaneous services to include but not limited to asset management, liquidation, storage, and audit.

A. If the miscellaneous services described above are required, the CFPB will follow the usual Task Order competition procedures, unless an exception applies. If, during the course of a Task Order it becomes apparent that the services described above will be required, the Contractor shall not proceed with such services prior to obtaining a Contracting Officer signed Task Order. A Task Order modification will be issued if necessary.

B. When requested by the CO or COR, the Contractor shall provide written or oral testimony regarding funds distribution actions performed by the Contractor.

1.1.6 TASK #6 – FINAL ACCOUNTING:

A. Upon completion of all activities required to administer and disburse the redress or Civil Penalty Fund money, the Contractor shall prepare and provide to the COR an affidavit containing an accounting for all funds, including principal, additions to principal, expenses, distributions to funds recipients and/or for authorized consumer education, the amount of the residual funds remaining in the matter-specific bank account to disburse, and any other information requested by the COR, in order to close all bank accounts for the particular matter. The COR shall review and approve in writing (if found acceptable) the affidavit and use it to

file any required final report with the court or administrative body ordering the funds distribution. If the affidavit is found unacceptable by the COR, the Contractor shall be requested to make the appropriate corrections and resubmit it to the COR.

B. Within 30 calendar days of direction from the COR to close the case, the Contractor shall prepare and forward to the COR for approval, a closing package including an affidavit and final accounting detailing the work performed under the Task Order.

C. Prior to disbursing the remaining funds and closing the bank account, the Contractor must receive the COR's written approval.

D. All final closing documents will be provided to the COR.

1.1.7 **TASK #7 – REPORTING AND GENERAL ADMINISTRATION REQUIREMENTS:** The Contractor shall provide comprehensive, accurate, easy to understand, and timely reports. The COR intends to request and receive only those reports that provide insight into the Contractor's level of performance in meeting contractual requirements and satisfying customer needs. The Government may also request the Contractor to provide management and operational reports on an ad hoc basis for purposes of gaining insight into specific funds distribution program needs. Specific report formats, content, frequency, and delivery methods of all reports shall be coordinated with and approved by the COR on an individual report basis.

A. **Monthly Reporting:** At a minimum, the Contractor shall provide monthly written status reports. These reports shall be brief, factual, and shall include, but not be limited to the following:

1) The status of all on-going work pertaining to specific tasks listed in the PWS and National Institute of Standards and Technology (NIST) Certifications and Accreditation continuous monitoring requirements;

2) An estimate of the percent complete for each task;

3) A brief description of the work performed during the monthly reporting period just ended;

4) Work to be performed during the next monthly reporting period;

5) Any problems encountered with corrective action proposed or taken and a statement about the potential impact of the problem; and

6) Any Government action requested.

The written report shall be provided to the COR on the 5th business day of each month.

B. **Data:** Upon request by CFPB, the Contractor will make available to the Bureau a complete and secure (i.e.

encrypted and appropriately authenticated) download file of task specific data, using tab-delimited text files with documented, detailed schema definitions along with attachments in their native format. Whenever possible, the Contractor will provide data to the Bureau that includes identification fields that match the original data provided by the Bureau. Contractors will be available to answer questions about data schema, transformations, and other elements required to fully understand and utilize the data file.

C. **Meeting Minutes:** The Contractor is expected to participate in meetings as required by the Task Order pertaining to the funds distribution activities detailed in the PWS.

1) At a minimum, monthly meetings with the COR will be conducted to assess performance and discuss issues raised by both parties. Unless directed by the CFPB, all meetings shall be conducted via teleconference.

2) The Contractor shall prepare and maintain minutes of meetings during which the progress of the work is discussed. The meeting minutes shall highlight the topics of discussion.

3) The Contractor shall submit the meeting minutes to the COR within 5 business days after the subject meeting. These minutes will act as the documentation of these meetings. The COR reserves the right to approve the minutes.

D. **Record Keeping:** The Contractor shall maintain and store records in a secure location, and ensure that records are in a searchable, indexed and readily retrievable form. Retain all records and documentation associated with a matter for a minimum period of six years and three months following the transfer of residual funds to the CFPB or the closing of the account from which the funds were disbursed, whichever is earlier. The COR will provide the Contractor with instruction for the disposition of these records in accordance with the Bureau's records retention schedule.

2.0 KEY PERSONNEL IDENTIFIED. For the purposes of this contract and any Task Orders issued hereunder, Key personnel are defined as those personnel who will perform significant technical work, named here:

Name: (b)(6) Contract Manager
E-Mail Address: (b)(6)

Name: (b)(6) Alternative Contract Manager
E-Mail Address: (b)(6)

Name: (b)(6) Executive Vice President
E-Mail Address: (b)(6)

Name: (b)(6) Vice President, Public Sector
E-Mail Address: (b)(6)

Name: (b)(6) Security and Compliance Manager
E-Mail Address: (b)(6)

3.0 **LANGUAGE REQUIREMENTS.** Contractor personnel assigned to perform tasks under the contract must be able to read, write, speak, and understand the English language.

4.0 **PROFESSIONAL STANDARDS.** All tasks shall be performed in a manner that meets the highest level of professional standards and adheres to industry leading practices. All Contractor personnel shall be fully proficient in the areas in which they work. All Contractor personnel are expected to routinely:

- Act in a consultative manner, proactively searching for creative solutions and strategies;
- Respond promptly, professionally and courteously to requests for assistance; and
- Provide knowledge-transfer of work products and expertise associated with contracted tasks.

SECTION THREE – TERMS AND CONDITIONS

Packaging and Marking

1.0 **MARKING.** All information submitted to the Contracting Officer (CO) and/or the COR shall clearly indicate the contract number and Task Order number for which the information is being submitted. Additionally, all documents submitted and reports produced by the Contractor shall be suitably marked to indicate and appropriately disclose Contractor participation.

Inspection and Acceptance

2.0 **INSPECTION AND ACCEPTANCE.** Inspection and acceptance of all work performed shall be by the COR. Deliverables shall be reviewed for accuracy, clarity, completeness, and timeliness within ten working days after receipt unless specified differently elsewhere in the applicable Task Order. The CFPB will provide any concerns and comments to the Contractor, who shall ensure completion of each deliverable in a manner acceptable to the COR within five working days of such CFPB notice. The Contractor shall deliver all copies of completed deliverables to the COR.

Deliveries or Performance

3.0 **PERIOD OF PERFORMANCE/DELIVERY REQUIRED AND OPTIONS.** The period of performance for the contract shall consist of a single, twelve-month base period and four, one-year option periods, as follows:

Base Period:	09 July 2013 – 08 July 2014
Option Period 1:	09 July 2014 – 08 July 2015
Option Period 2:	09 July 2015 – 08 July 2016
Option Period 3:	09 July 2016 – 08 July 2017
Option Period 4:	09 July 2017 – 08 July 2018

The four one-year option periods are to be exercised at the sole discretion of the Government (see the clause entitled FAR 52.217-9, Option to Extend the Term of the Contract). The maximum life of the contract, including any options, is expected not exceed five (5) years.

4.0 **TASK ORDER TYPE AND MULTIPLE AWARD ORDERING PROCEDURES.** Contractor shall, at all times when performing under a task order, utilize pricing established in the pricing schedule. CFPB may award task orders under this contract of the following types:

1) Firm-fixed price.
2) Fixed unit price with a not-to-exceed amount specified per task order.
3) Combination of firm-fixed price and fixed unit price with an associated not-to-exceed amount for fixed unit price portions of the task order.

Distribution of orders (Task Orders) under this contract will be placed using procedures found in FAR

16.505(b). Requests for Funds Administration services will be specified through Task Orders issued under the terms of the contract.

A. The standard process for assigning a task order will be as follows:
   1) CFPB will provide Contractors on the IDIQ with known matter factors including matter size, and quality of victim data.
   2) Contractors will respond with a proposal which will include price (to align with pricing schedule), deliverable/reporting schedule, and distribution options.
   3) Task Orders will be issued based on the CFPB's determination of best value.
   4) After Task Order award, the Contractor and the COR will finalize the distribution plan.

B. The Contracting Officer shall exercise broad discretion in ensuring that each Contractor is provided a fair opportunity to be considered for each Task Order award. Task Orders will be issued based on the CFPB's determination of best value. In making the Task Order award, the Government may consider:

   1) Availability of Contractor resources and the Contractor's existing workload;
   2) Suitability of Contractor's available resources given the nature of the requirements;
   3) Whether the work is a logical follow-on to a previous/on-going order issued under the contract;
   4) Potential conflicts of interest;
   5) Comparison of prices for the required products and services;
   6) Contractor's cost control history under orders for similar types of support; and/or
   7) Quality of the Contractor's past performance under orders for similar types of support.

C. The Contracting Officer need not contact each Contractor before selecting a Task Order awardee if the Contracting Officer has information available to ensure that each Contractor is provided a fair opportunity to be considered for each order. The Contracting Officer may award an order to any individual Contractor on a noncompetitive basis if the conditions in FAR 16.505(b)(2) apply. Streamlined procedures, including the use of oral presentations, may be employed.

5.0 QUALITY CONTROL. The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this Performance Work Statement. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement of the contract. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:

A. A plan for review of all services required by this contract. The review plan must specify the areas to be reviewed on either a scheduled or unscheduled basis, how often reviews will be accomplished and documented, and the title of the individual(s) who will perform the reviews.

B. On-site records of all reviews conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each review.

C. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.

D. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.

E. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.

F. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

If changes to the QCP are made after the contract award, the contractor shall submit revisions within five (5) working days to the Contracting Officer and the COR. After acceptance of the quality control plan the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to its QCP.

6.0 **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** Each task order will establish a QASP specific to the requirements of that task order. As specified in the task order, the government will evaluate the contractor's performance under the contract/task order in accordance with the standards outlined in the QASP. The QASP defines the performance standards, the frequency of surveillance, and the minimum acceptable defect rate(s).

7.0 **PLACE OF PERFORMANCE.** The work to be performed under the contract will be performed at the Contractor's facilities within the United States.

Contract Administration Data

8.0 **AUTHORITY - CONTRACTING OFFICER.** The Contracting Officer for this contract is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
Phone Number: 202.435.7621
Email: Nicholas.Olson@cfpb.gov

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost

incurred as a result thereof.

9.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY.

9.1. The Contracting Officer's Representative is:

Eben Darling
Office of the Chief Financial Officer
Consumer Financial Protection Bureau
Phone Number: 202-435-7272
Email: Eben.Darling@cfpb.gov

9.2. Performance of work under any Task Order must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

9.3. Technical direction must be within the scope of the Task Order specification(s)/work statement. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:

- Constitutes a change of assignment or additional work outside the specification(s);
- Constitutes a change as defined in the clause entitled "Changes";
- In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
- Directs, supervises or otherwise controls the actions of the Contractor's employees.

Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

9.4. The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in subparagraph 5.3 herein, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

9.5. Failure of the Contractor and the Contracting Officer to agree that technical direction is

within the scope of the Task Order shall be subject to the terms of the clause entitled "*Disputes.*"

10.0 CONTRACTOR POINT-OF-CONTACT (POC). The Contractor's designated Point-of-Contact is the Contractor's Project Manager/Account Representative identified here:

(b)(6) Contract Manager
(b)(6)

This POC shall be responsible for the overall management and coordination of this contract and shall act as the central point-of-contact with the Government. The POC shall have full authority to act for the Contractor in the performance of the required services. The POC, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The POC or designated representative shall respond within four hours after notification of the existence of a problem. The POC shall be able to fluently read, write, and speak the English language.

11.0 CYBERSECURITY/IT SECURITY

11.1 DEFINITIONS

Adequate Security. Security that is commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications in use operate effectively and provide appropriate confidentiality, integrity, and availability through the use of managerial, operational, and technical security controls.

Availability. To ensure the timely and reliable access to, and use of, information.

Confidentiality. Preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.

Information Assurance. Information Assurance (IA) are the measures that protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non- repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

Information Resource. An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.

Information System. A discrete set of information resources organized for the collection, processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

Information Technology. With respect to the CFPB, information technology means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the CFPB, if the equipment is used by the CFPB directly or is used by a Contractor under a contract with the CFPB that requires the use: (i) of that equipment; or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product. Information technology includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

Integrity. Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

Service Provider. Service Providers are non-CFPB entities that support the CFPB mission and information systems. These are any individual or other legal entity that (1) directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or (2) conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another service provider.

Service providers are classified one of two ways: contracted or shared.

i. Contracted Service Provider. A Contracted Service Provider (CSP) is a general term used to refer to outsourced business processes supported by private sector information systems, outsourced information technologies, or outsourced information services. A CSP performs clearly defined functions for which there are readily identifiable security considerations and needs that are addressed in both acquisition and operations. With the exception of material consequential to the contract, many CSPs conduct operations using Government Furnished Equipment (GFE). However, some CSPs may perform its own purchasing activities independent of Government control in which case they would not use GFE.

ii. Shared Service Provider. A Shared Service Provider (SSP) is another federal agency functioning as a service provider for the CFPB. The CFPB and other federal agency would sign a Memorandum of Understanding (MOU), Interagency Agreement (IAA) or Data Exchange Agreement.

11.2 GENERAL REQUIREMENTS

11.2.1 The service provider shall be responsible for adhering to CFPB information technology (IT) security requirements for all information systems connected to an CFPB network or operated by the service provider for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the service provider must have physical or electronic access to CFPB information.

11.2.2 CFPB information technology and information assigned to service providers shall remain in the United States. The maintenance, operation, and/or processing of said technology and information must take place, and originate from, within the United States.

11.2.3 The service provider is responsible for preparing all Security Authorization documents described in the Guide for Applying the Risk Management Framework to Federal Information Systems (NIST Special Publication 800-37), coordinating the submission of such documents with CFPB and correcting any deficiencies identified in the Security Authorization process until full authorization from CFPB is obtained.

11.2.4 The service provider shall provide evidence of comprehensive technical testing of the contractor's computing environment by an independent third party. A Plan of Action and Milestones ("POA&M") will be generated by the service provider to track and manage the mitigation of findings and vulnerabilities discovered during the Security Authorization process

11.2.5 The service provider shall maintain a complete and accurate inventory of all CFPB-provided information resources. The inventory shall be made available for inspection immediately upon request by the CFPB.

11.2.6 The service provider facility hosting CFPB information resources must meet all applicable federal, state, and local zoning, environmental, and building laws and regulations. The facility must include protection against unauthorized access at all hours, including alarms and notification systems should such protection be breached.

11.2.7 Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.

11.2.8 The service provider shall ensure that its employees, in the performance of the contract, receive and document annual information security awareness training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 (FISMA) requirements.

11.2.9 The service provider shall grant the Government access to any and all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended. These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safe-guard CFPB information resources.

11.2.10 At the expiration of the contract, the service provider shall return all CFPB information resources provided to, or generated by, the service provider during the period of the contract. The service provider shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).

11.2.11 The service provider shall comply with the terms of the Government furnished property clauses in this contract for any CFPB-issued IT that is lost, stolen, missing, unaccounted for, or damaged.

11.2.12 For the purposes of application development, the CFPB encourages and prefers the use of web- based, commercial-off-the-shelf solutions. Web-based applications must be configured to work with multiple browser and operating system types and may not favor one browser type over another.

11.2.13 The service provider will adhere to CFPB common security configurations and practices. Security configurations and practices include, but are not limited to:

- The provider of information technology shall certify applications are fully functional and operate as intended on systems using the Federal Desktop Core Configuration (FDCC)/United States Government Configuration Baseline (USGCB) and other operating system and application standards.
- Final acceptance of the product will be based on the CFPB interpretation of the National Institute of Standards and Technology, National Checklist Program Repository (NIST, NCPR). Checklists are available at the NIST, NCPR website. In situations where security configurations are not available for proposed technologies, the CFPB shall provide instruction.
- The installation, operation, maintenance, and update of software shall not alter any CFPB- accepted or established security configuration.
- Applications designed for users shall run in standard user context without elevated system administrator privileges
- Products specifically designed for the purpose of Information Assurance (IA), and designated as such by the CFPB, are exempt from these common security

configuration requirements. Non-GFE IT is exempted by the CFPB on a case-by-case basis.

11.2.14 The service provider shall notify the Contracting Officer and the COR within 30 days of any organizational change or impact that may interfere with the full execution of the information security requirements under this contract.

11.2.15 Throughout the term of the contract, should the service provider deliver a product or provide a service that does not meet (and maintain) these information security requirements the service provider, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

11.3 ADDITIONAL REQUIREMENTS

11.3.1 The service provider shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's *Service Provider Self-Assessment* prior to or concurrent with the execution of the contract.

11.3.2 The service provider shall maintain a computing environment with adequate security at all times. This includes, but is not limited to, the description and documentation of the processes and procedures that will be followed to ensure the security of IT resources that are developed, processed, transmitted, used, or maintained under this contract and comprehensive technical testing of the Contractor's computing environment by the CFPB.

11.3.3 Prior to the execution of the contract, the CFPB may validate adequate security controls in the Contractor environment. When a validation is required, the validation will be conducted by the CFPB as part of an on-site inspection process.

11.3.3.1 The Contractor agrees to demonstrate, to personnel authorized by the CFPB, the technical, operational, and management safeguards that protect the confidentiality, integrity, and availability of CFPB information that it develops, processes, transmits, uses, or maintains during the execution of this contract.

11.3.3.2 The on-site inspection serves to ensure the computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, FIPS Publications 199 and 200, and Department of the Treasury Directive 85-01. Copies of these documents are maintained by the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.

11.3.3.3 The service provider must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

11.3.3.4 The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by this contract as deemed necessary.

11.3.3.5 The service provider shall, at their own expense, take action to mitigate any harmful effect that is known to the service provider of a use or disclosure of CFPB information by the Contractor in violation of the requirements of this clause.

11.4 OBLIGATIONS OF THE CFPB

11.4.1 The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The service provider will be notified of any substantive changes to information security requirements that have a significant impact on the Service Provider's information security obligations under this Contract.

11.4.2 The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

12.0 ORGANIZATIONAL CONFLICT OF INTEREST.

Contractor and subcontractor personnel performing work under the contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create an Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5, relating to this contract or future solicitations. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contracting Officer may also identify an actual or potential OCI and notify the Contractor to submit a plan for mitigation. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems

necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

13.0 PHYSICAL SECURITY.

The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

14.0 OTHER DIRECT COSTS.

If applicable, other direct costs could include shipping, irregular printing, and other unique costs and may be paid for by the Government. This category includes excess shipping and printing costs and other unique costs associated with Funds Distribution (Task #3). These costs must be required by the Task Order.

15.0 DATA RIGHTS.

The following FAR clauses are included within this contract and provided in full at Section I, subsection H and subsection I:

52.227-17 Rights in Data – Special Works (Dec. 2007)
52.227-16 Additional Data Requirements (June 1987)

Consistent with FAR clause 52.227-17, the Government has unlimited rights to all documents/material/data delivered and/or produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents, materials, and data may be used by the Contractor only as specified under this contract. They may not be released to others, sold, copyrighted, or otherwise utilized by the contractor without express prior written permission from the Contracting Officer.

16.0 PRIVACY.

16.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PERTAINING TO PRIVACY, SUBPART 24.1 – PROTECTION OF INDIVIDUAL PRIVACY AND SUBPART 39 – ACQUISITION OF INFORMATION TECHNOLOGY

A. The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

16.1.1 FAR 52.224-2 PRIVACY ACT (APR 1984)

A. The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform,

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

C. Definitions:

1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

16.1.2 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS.

i. The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

ii. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

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

16.2 GENERAL REQUIREMENTS

A. All IT products and services provided by the contractor shall comply with all CFPB privacy directives, policies, and requirements unless the contractor obtains a written waiver from CFPB privacy staff.

B. All IT products and services provided by the contractor must comply with federal laws and standards addressing information privacy, including:
   1) The Privacy Act of 1974, 5 U.S.C. 552a as amended (as outlined above);
   2) Office of Management and Budget Circular A-130, Management of Federal Information Resources, including Appendices; and
   3) E-Government Act of 2002, Title II, Section 208 – Privacy Provisions, and related OMB guidance.

C. All IT products and services provided by the contractor shall address privacy requirements throughout their design, development, implementation, maintenance and operation, and termination as provided in CFPB system development guidance. This includes completing or providing necessary information for the CFPB to complete privacy impact assessments (PIAs), and other privacy artifacts as required.

D. The contractor shall provide a point of contact (name, telephone number, e-mail address) with whom privacy staff may communicate throughout the duration of the contract about privacy issues.

17.0 BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII).

In accordance with the CFPB's voluntary adoption of OMB Memorandum M-07-16, breach of PII is defined to include "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access to personally identifiable information, whether physical or electronic." "Personally identifiable information (PII)", as defined by the Office of Management and Budget, refers to "information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

In the event either Party becomes aware of a breach of PII that Party shall notify the other immediately by phone and email, and shall collaborate with the other while voluntarily complying with applicable breach notification policies and

procedures, including Office of Management and Budget Memoranda 06-19 (OMB M-06-19) and 07-16 (OMB M-07-16).

18.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

18.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to Government agencies and their suppliers.

18.2 The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov . Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@fbos.frb.gov, or by commercial telephone at (866) 973-3131.

18.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for the waiver form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

18.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov .

18.5 Overpayments.

18.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT,* if the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the Government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

18.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

19.0 PAYMENT SCHEDULE. The payment schedule(s) shall be set forth within individual Task Orders.

20.0 SUBSTITUTION OF KEY PERSONNEL

The contractor shall submit a written request to the COR at least 10 business days prior to a substitution of key personnel assigned to each task order. The contractor shall include the circumstances necessitating the proposed replacement of the key personnel and shall provide the name and resume of the proposed replacement. Replacements shall possess equal or greater qualifications than those they are replacing and shall be approved by the COR. The Contracting Officer will decide any disagreements regarding the substitution of any key personnel.

21.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL.

21.1 GENERAL. The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Task Order issued under this contract is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.

21.2 PROPOSED SUBSTITUTIONS OF KEY PERSONNEL. The Contractor shall only use the Key Personnel (or a subset of the Key Personnel) set forth in its proposal for performance under this contract. The Contractor shall not allow Key Personnel substitutions during the contract performance period except in accordance with this clause. For purposes of this contract, Key Personnel are defined as the Contractor employees who will perform significant technical work. In the event that one or more of the key personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to advance approval by the Contracting Officer. All proposed substitutions of Key Personnel must be submitted, in writing, at least fifteen working days in advance of the proposed action to the Contracting Officer. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal, or superior, to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

21.3 REPLACING NON-KEY PERSONNEL. In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a Task Order, the replacement person(nel) shall meet or exceed the relevant qualifications of the originally assigned non-key person(nel).

21.4 POTENTIAL THREATS. The Contractor shall not employ persons for work on this contract if such employees are considered by the Contracting Officer to be a potential threat to the health, safety, security, general well-being or operational mission of the Bureau and/or its population. Any such person determined by the Government to be a potential threat may be immediately removed from performance under this contract by the Contracting Officer and shall be replaced by the Contractor at no additional cost to the Government.

22.0 SUBCONTRACTOR APPROVAL The CFPB reserves the right to approve any subcontractor(s) proposed for performance under this contract or any Task Order issued hereunder. Any subcontractor not approved by the CFPB may not be utilized in the performance of any Task Order under this contract.

23.0 TASK ORDER PROCEDURES

23.1 All work to be performed under this contract will commence with the issuance of Task Orders as requirements within scope (see Section Two) arise. Task Orders will be issued competitively whenever feasible.

23.2 The Task Order issuance process will commence with the submission of a "Request for Task Order Proposal (RTOP)" submitted to the Contractor(s) by the Contracting Officer. The request will specifically identify:

- all CFPB requirements for the project;
- the location of the work as appropriate;
- the period of performance and any deliverable deadlines, including a detailed project schedule if one exists;
- the applicable evaluation criteria for award; and
- the Task Order proposal submission deadlines.

Upon submission of a proposal(s) for the requirement, the CFPB will evaluate the proposal(s) to ensure all CFPB requirements have been met. Task Orders will be issued on a best-value basis, considering price and non-price factors, with non-price factors being considered more important than price, unless expressly stated otherwise in the proposal request. (If expressly stated, a Task Order may be issued on a lowest-priced technically acceptable basis when such basis provides the best value to the Government.)

23.3 If the CFPB conducts Task Order competitions, competing IDIQ contract holders will be asked to identify any unique qualifications the firm may have to perform the work, and, for labor-hour based Task Orders, propose reductions (if any) to the labor rates set forth in their respective contract. In some instances, the CFPB may require expedited responses from contract holders so as to obtain services that are imminently needed.

23.4 The CFPB will award to one or more competing contract holders based on a best-value determination, considering each Offeror's unique qualifications to perform the work, quality of prior work previously performed under the contract if applicable, and proposed pricing. After making a best value determination, the CFPB will notify the competing IDIQ holders of the Task Order award decision. The CFPB may request revised proposals if the Contracting Officer deems it appropriate. Task Orders may be issued on a labor-hour basis, firm-fixed-price basis, or a hybrid of both, and will be in writing, issued by the Contracting

Officer.

23.4.1 Generally, Task Orders will be issued using a Statement of Requirements that describes the CFPB's requirement(s), but may be issued using a performance-based Statement of Objectives (SOO) that describes the CFPB's desired outcome(s).

23.4.2 The Contractor, in response, shall offer:

- A technical solution for satisfying the requirement(s) or outcome(s);
- If expressly required to be provided by the Request for Task Order Proposal (RTOP), proposed performance measurement(s) or other metric(s) to determine achievement of the objective;
- Delivery date(s) that complies with any stated deliverable deadlines; and
- Pricing in accordance with the Labor Rates established in this contract.

All submitted quotes will be evaluated and discussions may be held, as needed, prior to issuance of an Order. Generally, Task Orders will be issued within seven (7) workdays from receipt of one or more acceptable offers.

23.4.3 If required, any proposed performance measurements shall be in direct support of the objectives. The resulting Task Order will specify any incentives and disincentives for meeting, exceeding or failing to achieve the objectives to which the parties have agreed.

23.4.4 If the Task Order is to be issued on a labor-hour basis, the quoted total evaluated price shall be supported by the estimated hours corresponding to work proposed, labor category, estimated travel costs if applicable, estimated other direct costs, if any, and the proposed delivery schedule. Rates used in Task Order estimates shall be in accordance with the pricing established in the contract. Any performance measures deemed acceptable by the CFPB and included in any Task Order will be the basis for acceptance of the Contractor's work by the Government.

23.4.5 All deliverables (products) will be identified within Task Orders, which may be issued on a Labor-Hour basis, Firm Fixed-Price basis, or a hybrid of both.

Special Contract Requirements

24.0 CONFLICTS OF INTEREST.

24.1 The CFPB has not waived any potential conflicts of interest as defined by the Federal Acquisition Regulation (FAR). Further, any Contractor awarded a contract under this solicitation agrees that its relationship with the CFPB will be governed by the FAR and this contract. The Contractor agrees to negotiate in good faith concerning the inclusion of any

different or additional conflict of interest policies and procedures that may be issued by the CFPB.

24.2 Prior to work being performed under any new Task Order, the Contractor shall prepare a detailed written disclosure of all actual conflicts, potential conflicts, or matters that may present the appearance of a conflict under the FAR and shall provide a detailed written plan explaining any and all steps the Contractor will undertake to avoid or mitigate such conflicts. The Contractor's disclosure submission shall include at a minimum the Contractor's and any proposed or actual subcontractor's or consultant's past (up to five years) and current relationship to the firm that is the subject of the Task Order, or to any related entities of the firm. If not prohibited by the firm, the Contractor shall also disclose the nature of any matters that the Contractor works on for the firm. The Contractor shall provide a detailed written mitigation plan explaining any and all steps that will be taken to avoid or mitigate such conflicts.

24.3 Failure to make full and timely disclosure of actual or potential conflicts of interest, or matters that may present the appearance of a conflict, as well as failure to comply with the FAR or CFPB conflicts of interest policies and procedures are extremely serious matters. Such failures may subject the Contractor to corrective action including but not limited to:

- refusal to waive a conflict;
- termination of this contract for default;
- debarment of the Contractor from federal contracting;
- referral to the appropriate state licensing authorities; and/or
- in appropriate cases, civil or criminal actions.

- It is solely within the discretion of the CFPB to determine whether a conflict of interest exists and whether any mitigation plan submitted by the Contractor avoids or mitigates a conflict. Even the appearance of a conflict may result in the denial of a waiver or other appropriate actions. In the event that matters are transferred to another Contractor or entity pursuant to the corrective actions listed above, the Contractor is expected to follow CFPB policies and procedures and to cooperate fully in the orderly transfer of such matters.

- In addition to complying with the FAR and any other applicable restrictions, each Contractor, including any subcontractor(s) and employee(s) that work on any task order issued under this contract, shall agree to the following two restrictions:

24.3.1 Each Contractor, including any subcontractors and employees that work on a task order issued under this contract, agree to refrain from advising or providing services to any firm or any related entities that is the subject of a task order that the

Contractor is working on, and agrees to refrain from advising or providing services to any firm that is the subject of a task order that the Contractor has worked on for a period of one year beginning from the time the Contractor completed the task order, unless a waiver is granted. For example, if a Contractor worked on a task order processing the 2011 mortgage loan data of Bank XYZ, the Contractor may not work on any matter for Bank XYZ or any related entities for one year beginning from the day the Contractor completed the task order, unless a waiver is granted. Requests for waivers under this restriction shall be directed in writing to the Contracting Officer and must include a full description of the requested waiver, including the reason for the waiver request, and must demonstrate adequate conflict mitigation measures. Waiver requests will be evaluated on a case by case basis and waivers may be granted in writing by the Contracting Officer if it is determined to be reasonable and not contrary to the CFPB interests.

24.3.2 Each Contractor, including any subcontractors and employees that work on a task order issued under this contract, agree to forever abstain from advising or providing services to any parties other than the United States in any matter that is related to a task order that the Contractor is working on or has worked on, other than as expressly permitted in that Contractor's Conflict of Interest Mitigation Plan, which will be incorporated into the ensuing contract(s). For example, if a Contractor worked on a task order processing the 2011 mortgage loan data of Bank XYZ in the context of a fair lending examination, the Contractor agrees to never work for Bank XYZ on any fair lending matter that involve 2011 mortgage loan data. No waivers will be granted under this restriction.

25.0 COOPERATION WITH OTHER ORGANIZATIONS. The Contractor agrees to cooperate with representatives of other Contractors, Federal Reserve Banks, Federal agencies, Governmental entities, and other organizations, as may be required by the CFPB.

26.0 INFORMATION TECHNOLOGY VIRUS SECURITY

26.1 The Contractor hereby agrees to make every reasonable effort to deliver information technology products to the CFPB free of known computer viruses. The Contractor shall be responsible for examining all such products prior to their delivery to the CFPB using software tools and processes capable of detecting all known viruses

26.2 The Contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:

{Product description, part/catalog number, other identifier, and serial number, if any}
"This product has been scanned for known viruses using *{name of virus-screening product, including version number, if any}* and is certified to be free of known

viruses at the time of delivery."

26.3 The Contracting Officer may assess monetary damages against the Contractor sufficient to compensate the CFPB for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the Contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

26.4 This clause shall not subrogate the rights of the Government under any other term or condition of this contract.

27.0 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

(a) For the purposes of this clause --

"Contract records" means information created or maintained by the Contractor in the performance of the contract. Contract records include documents required to be retained in accordance with FAR 4.703 and other information generated or maintained by the Contractor that is pertinent to the contract and its performance including, but not limited to: email and attachments; formal and informal correspondence; calendars; notes; reports; memoranda; spreadsheets; tables; telephone logs; forms; surveys; books; papers; photographs; drawings; machine-readable materials; and data. Contract records may be maintained as electronically stored information or as tangible materials. Contract records may exist in either final or any interim version (*e.g.*, drafts that have been circulated for official purposes and contain unique information, such as notes, edits, comments, or highlighting). Contract records may be located or stored on the Contractor's premises or at off-site locations.

"Electronically stored information (ESI)" means any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the Contractor, subcontractor(s), or employees of the Contractor or subcontractor(s) regardless of the physical location of the device or media (*e.g.*, offsite servers or data storage).

"ESI devices and media" include, but shall not be limited to:

(1) Computers (mainframe, desktop, and laptop);
(2) Network servers, including shared and personal drives;
(3) Individual e-mail accounts of the Contractor's and any subcontractors' principals, officers, and employees including all folders contained in each email account such as "Inbox," "Outbox," "Drafts," "Sent," "Trash," "Archive," and any other folders;
(4) Personal data assistants (PDAs);

(5) External data storage devices including portable devices (*e.g.*, flash drive); and
(6) Data storage media (magnetic; optical; microfilm; etc.).

"Tangible materials" means contract records that exist in a physical (*i.e.*, non-electronic) state.

(b) If during the period of performance of this contract, the CFPB becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the Contracting Officer may provide the Contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the Contractor shall immediately take the following actions:

(1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI;

(2) Preserve tangible materials and ESI. The Contractor shall preserve ESI in its "native" form to preserve metadata (*e.g.*, the creation- and modification history of a document, etc.);

(3) Identify all individuals who possess, or may possess, tangible materials and ESI related to this matter, including Contractor employees, subcontractors, and subcontractor employees. The Contractor shall provide the names of all such individuals to the CFPB official indicated in the notice;

(4) Document in writing the Contractor's efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts;

(5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and

(6) Upon the request of the Contracting Officer, provide to the Contracting Officer (or other CFPB official designated by the Contracting Officer) with any of the information described in this clause. The Contractor shall immediately confirm receipt of such request. The Contractor shall describe in detail any records that the Contractor knows, or believes, to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.

(c) (1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost, price, or time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(i) Contract price.
(ii) Delivery schedule.

(iii) Other affected terms.

(2) The Contractor shall assert its right to an adjustment under this clause within thirty days from the date of receipt of the Contracting Officer's request made pursuant to paragraph (b)(6) of this clause. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a request submitted before final payment of the contract.

(3) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause. However, nothing in this clause shall excuse the Contractor from providing the records requested by the Contracting Officer.

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

28.0 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Government employees, nor a business concern or other organization owned or substantially owned, or controlled, by one or more Government employees. For the purposes of this contract, this prohibition against the use of Government employees includes any work performed by the Contractor or any of its employees, subcontractors, and/or consultants.

29.0 SECURITY AND CONFIDENTIALITY.

29.1 The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information acquired by the contractor pursuant to the performance of the contract shall not be disclosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

29.2 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

29.2.1 All Contractor personnel or any representative of the Contractor entering any Government facility or Government-leased facility shall abide by all security regulations, and be subject to security checks.

At a minimum, personnel security clearance is required for all contractor personnel

(includes subcontractor personnel) who are:

a) Working on-site; or

b) Accessing Bureau systems; or

c) Accessing Bureau data; or

d) Representing the Bureau in an official capacity.

29.2.2 All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria must be United States citizens and be able to pass a Government background investigation, if required, by the CFPB.

29.2.3 During the performance of this contract, access to the CFPB facilities for Contractor representatives shall be granted as deemed necessary by the Government. All Contractor representatives whose duties under the contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge/nameplate, which shall be furnished by the Government.

29.2.4 In addition, corporate identification badges shall be worn on outer garments at all times (it is the sole responsibility of the Contractor to provide this corporate identification). All on-site Contractor personnel shall abide by security regulations applicable to that site.

29.2.5 The COR may direct that certain personnel that may be exposed to "*Sensitive but Unclassified (SBU)*" data meet additional security requirements. SBU data includes, but is not limited to, information protected from disclosure by the Privacy Act (5USC552a). The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

29.2.5.1. All applicable personnel shall be United States citizens.

29.2.5.2 All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all

security forms have been properly completed and submitted to the COR for processing, as follows:

- Completed fingerprint cards
- Non-disclosure Contract
- Fair Credit Reporting Act Release
- Standard Form (SF) 85-P, "*Questionnaire for Public Trust Positions*"

29.2.5.3. Personnel performing work in positions deemed to be high-risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

- Completed fingerprint cards
- Non-disclosure Contract
- Fair Credit Reporting Act Release
- SF 85-P, "*Questionnaire for Public Trust Positions*"

29.2.6 Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.

29.2.7 Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine whether a Contractor employee assigned to a task shall continue with the task. The Contractor agrees to remove any person assigned within one business day of official notification by the Government to do such, and the Contractor shall provide a suitable replacement within five business days. New hires and/or substitutions of personnel are subject to the same investigation requirements.

29.2.8 All information provided by the Government shall be returned to the Government at the conclusion of this contract. The Contractor may be required by the CFPB to sign a Non-Disclosure Agreement regarding all deliverables and other pertinent information relative to this requirement. Classified information will NOT be made available to the Contractor.

29.2.9 The Contractor shall provide personnel associated with this contract with all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law, which shall include those

requirements of the Federal Acquisition Regulation (FAR).

29.2.10 The contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

29.3 "PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL" LANGUAGE IN SUBCONTRACTS. The Contractor shall insert the following language in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system:

FAR 52.204-9, *PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL* (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.
(2) Upon completion of the Contractor employee's employment.
(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

30.0 TRANSPARENCY.

30.1 The CFPB is dedicated to transparency and plans on making contracts available to the public

after award. The Contractor shall submit, within ten business days from the date the contract and each Task Order are awarded (exclusive of Saturdays, Sundays, and federal holidays), a ".pdf file" (or similar) of the fully executed contract and/or Task Order (with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information), for the purpose of public disclosure.

30.2 The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret, or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed documents may be properly withheld.

(End of Clause)

CONTRACT CLAUSES

31.0 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1.

Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

32.0 ADDENDUM TO 52.212-4

1. PAYMENT SCHEDULE.

A payment schedule will be specified in the individual task orders. Please note that because task orders will be issued as: 1) Firm-fixed price, 2) Fixed unit price with a not-to-exceed amount specified per task order, or 3) Combination of firm-fixed price and fixed unit price with an associated not-to-exceed amount for fixed unit price portions of the task order, invoicing and payment will be tied to deliverables, as set forth in the payment schedule of each task order, not labor hours performed or costs incurred.

2. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP

Waiver Form (Attachment 8) and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov.

3. **OVERPAYMENTS.**

a. In accordance with FAR 52.212-4, section (i)5. overpayments: Accounts Receivable Conversion of Check Payments to EFT. If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

b. The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

(End of Clause)

33.0 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
_X_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
_X_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (11) [Reserved]
___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
_X_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
___ (ii) Alternate I (Oct 2001) of 52.219-9.
___ (iii) Alternate II (Oct 2001) of 52.219-9.
___ (iv) Alternate III (July 2010) of 52.219-9.
___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
_X_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
_X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
_X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
_X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
_X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
_X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
_X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
___ (ii) Alternate I (Mar 2012) of 52.225-3.
___ (iii) Alternate II (Mar 2012) of 52.225-3.
___ (iv) Alternate III (Nov 2012) of 52.225-3.
___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

$650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

34.0 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [07/09/2013] through [07/08/2018].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

35.0 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $1,000,000.00;

(2) Any order for a combination of items in excess of $2,400,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

36.0 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

[07/08/2018].

(End of Clause)

37.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of the contract by written notice to the Contractor at any time within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

38.0 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data -- General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data -- General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data -- General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

39.0 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

(a) *Definitions*. As used in this clause--
"Data" means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
(b) *Allocation of Rights.*

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of Clause)

THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT 1:

NON-DISCLOSURE AGREEMENT

Bureau-Administered Redress and Civil Penalty Fund 3rd Party Administrator
IDIQ # CFP-13-D-00004
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Freelance Writing and Editing Services under the subject Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on Freelance Writing and Editing Services under the subject BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10 Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5

U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14 My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name (Print) Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____

Consumer Financial Protection Bureau Date

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90100-14-0008	1	17

2. CONTRACT NO	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-14-Z-00002	10/01/2013	0001		

7. FOR SOLICITATION INFORMATION CALL:	8. NAME	9. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	AUBREY BRICK		

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. SET ASIDE: % FOR:
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	☒ UNRESTRICTED OR ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS ☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A)	NAICS 561612 SIZE STANDARD: $19.0

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1700 G STREET, NW WASHINGTON DC 20552	CFP	CONSOMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
SECTEK INC. 1930 ISAAC NEWTON SQ. SUITE 100 RESTON VA 20190-5007 TELEPHONE NO	808636526		ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/CFP

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-0279M BPA Call 0001 for Armed Security Guards for CFPB Accounting Info: CFP5577DEXXXXXX-2014-61000001-252004-CFP90100000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 10/01/2013 to 09/30/2018				
0001	Base Period for armed Special Police Officer (SPO) services for CFPB HQ and potential swing Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				1,594,208.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$1,594,208.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3. AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL [redacted] ONS [redacted]

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[redacted]	Laurent E. Pichet
30b. NAME AND TITLE OF SIGNER (Type or print) [redacted] 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) LAURENT E. PICHET 31c. DATE SIGNED 10/01/13

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	spaces throughout the District of Columbia. Period of Performance: 10/01/2013 to 09/30/2014 The total amount of award: [redacted] The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Armed Security Services for the Consumer Financial Protection Bureau (CFPB)

1.0 GENERAL. The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

SecTek, Inc.
1930 Isaac Newton Square, Suite 100
Reston, VA 20190

2.0 LABOR RATES. Please see the Pricing Table in Attachment 1 for the agreed upon contract pricing which includes the labor rates per labor category awarded in the BPA.

3.0 PERIOD OF PERFORMANCE. The period of performance shall be from October 1, 2013 to September 30, 2014.

4.0 PURPOSE: The purpose of Call (Task Order) 0001 is to obtain armed SPO/Guard service at the CFPB Headquarters Building, and possibly more locations within the District of Columbia and in the Regions, to protect CFPB personnel, information, and property. The Performance Work Statement will define basic requirements that the Contractor must meet. Additional requirements are defined within the site Post Orders.

The Contractor selected shall at a minimum:

1. Control access to CFPB controlled spaces utilizing government provided automated and manual processes
2. Control visitor entry and visitor management system;
3. Monitor government provided electronic security systems;
4. Patrol facilities;
5. Enforce applicable laws, regulations, rules and policies for the facilities in which they are responsible; and
6. Provide all hazard Special Police Officer response to emergency incidents impacting CFPB personnel, controlled space, property, and information.

5.0 SCOPE. The selected Contractor shall provide armed Special Police Officer services for CFPB headquarters building and possibly other potential locations throughout the District of Columbia and must meet all District of Columbia licensing requirements. At the discretion of

the CFPB, additional BPA Calls may be issued to add locations outside the District of Columbia. Locations under consideration are in New York, NY, San Francisco, CA, and Chicago, IL.

5.1 The Contractor shall provide qualified armed SPOs in the quantity and locations specified by the Contracting Officer as part of a BPA. The Contractor shall provide all personnel, equipment, supplies, tools, materials, supervision, and non-personal services necessary to perform armed SPO services unless specified as government furnished property and or services. The Government shall not exercise any supervision or control over the contract service provider performing the services herein. Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

6.0 PERFORMANCE. The Contractor shall ensure all performance requirements, as described in the Performance Requirements Summary (Attachment 1 of the BPA Award), are met with 100% compliance. At a minimum, performance requirements for this Call include:

6.1 The Contractor shall provide the specified number of cleared and qualified personnel in possession of all required equipment and uniform items for the period of time directed by the CO or the COR for Temporary Additional Services (TAS).

6.2 The Contractor shall adhere to and enforce applicable laws, regulations, policies, and best practices.

6.3 The Contractor shall follow CFPB Policies, Procedures, and Post Orders regarding access control, security system operations and facility patrols.

6.4 The Contractor shall follow the Image, Appearance and Conduct Requirements described in the Department of Homeland Security and the Federal Protective Service Security Guard Information Manual.

7.0 QUALITY ASSURANCE (QA). The Government shall evaluate the Contractor's performance under the contract in coordination with the Contractor's Quality Control Plan in accordance with the Contractor standards outlined in the Performance Requirements Summary.

8.0 **CONFIDENTIALITY:** The Contractor has executed a non-disclosure agreement (NDA) in the form set forth in ***Attachment 2*** to the Request for Proposal, Call 0005.

9.0 **GOVERNMENT-FURNISHED PROPERTY**. With the exception of uniform, weapons, and ammunition the government will provide materials, equipment, software, support, and facilities will be provided by the government for on-site personnel only.

10.0 **RECOGNIZED HOLIDAYS.**

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The contractor will work a weekend schedule on recognized holidays.

11.0 **HOURS OF OPERATION.** The contractor is responsible for conducting business 24 hours a day. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this Call when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

12.0 **PLACE OF PERFORMANCE.** The work to be performed under the contract will be performed at the Government's facilities in the Washington D.C. metropolitan area, primarily at CFPB Headquarter located at 1700 G St NW, Washington, D.C.

13.0 **PHYSICAL SECURITY.** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

14.0 **CONFIDENTIALITY:** The Contractor will be required to execute a non-disclosure agreement (NDA) in the form set forth in ***Attachment 2***.

15.0 **DATA RIGHTS.** The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission

from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

16.0 ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under the contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

17.0 THE CONTRACTOR'S POINTS OF CONTACT FOR THIS CALL ARE:

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

18.0 CONTRACTING OFFICER'S AUTHORITY.

a. The Contracting Officer for this Call is:

Mr. Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW, Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email Address: Laurent.Pichet@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this BPA, and notwithstanding any clauses contained elsewhere in this BPA, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the BPA price to cover any increase in cost incurred as a result thereof.

19.0 CONTRACTING OFFICER'S REPRESENATIVE (COR).

(a) The COR and Alternate COR for this Call shall be:

Mr. John Starr (COR)	Mr. Roger Elliott (Alternate COR)
CFPB	CFPB
202-435-7040	202-435-9565
John.Starr@cfpb.gov	Roger.Elliott@cfpb.gov

(b) Performance of work under this Call must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

(c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the

specification(s);

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the Call pricing, or the time required for Call performance;

(4) Changes any of the terms, conditions, or SOW of the BPA;

(5) Interferes with the Contractor's right to perform under the terms and conditions of the BPA; or

(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

20.0 KEY PERSONNEL. The Contractor's Key Personnel for this Call are:

[redacted]

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

21.0 SECURITY REQUIREMENTS. The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its

subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information acquired by the contractor pursuant to the performance of the contract shall not be diselosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

22.1 CONTRACTOR PERSONNEL SECURITY.

22.1.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

At a minimum, personnel security clearance is required for all contractor personnel (includes subcontractor personnel) who are:

a) Working on-site; or
b) Accessing Bureau systems; or
c) Accessing Bureau data; or
d) Representing the Bureau in an official capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria must be a United States citizen and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens.

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

The contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

22.2 FAR 52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under the contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

23.0 ELECTRONIC INVOICING AND PAYMENTS REQUIREMENTS.

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov

e. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR

Part 1315.

f. Overpayments

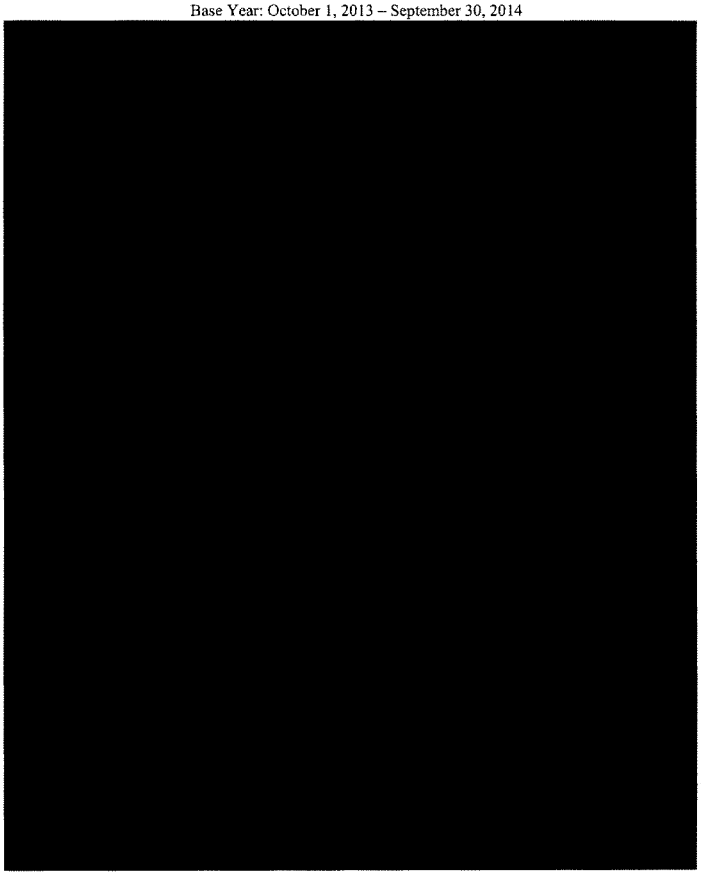
(1) In accordance with FAR 52.212-4, section (i)5, *overpayments*: *Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

(2) The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

24.0 INVOICE SCHEDULE. Contractor will invoice on a monthly basis the month following the completion of the work. The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for the services rendered and deliverables accepted by the CFPB.

25.0 CONTRACTOR'S TECHNICAL APPROACH FROM BPA QUOTATION. The Contractor's technical approach from its BPA quotation submitted on August 13, 2013, is incorporated by reference into this BPA Call.

Base Year: October 1, 2013 – September 30, 2014



NON-DISCLOSURE AGREEMENT

BPA Number CFP-14-Z-00002; Call 0001
Armed Security Services for the Consumer Financial Protection Bureau (CFPB)
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing security guard services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and

specific danger to public health or safety, or (4) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name (Print) Date

_____
Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____
Consumer Financial Protection Bureau Date

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 09/10/2012	2. CONTRACT NO. (If any): CFP-12-D-00011
3. ORDER NO: 0001	4. REQUISITION/REFERENCE NO: CFP-90100-12-0042

5. ISSUING OFFICE (Address correspondence to):
CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

6. SHIP TO
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552

7. TO:
a. NAME OF CONTRACTOR: SKIDMORE OWINGS & MERRILL LLP
b. COMPANY NAME:
c. STREET ADDRESS: 2001 K STREET NORTHWEST STE 200
d. CITY: WASHINGTON | e. STATE: DC | f. ZIP CODE: 20006-1039

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: CONSUMER FINANCIAL PROTECTION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION: Destination	b. ACCEPTANCE: Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: CFP5577SFXXXX-2012-610001-CFP9010000-2511-00 000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/07/2012 to 09/06/2017 Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			[redacted]0

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/CFP
b. STREET ADDRESS (or P.O. Box): ARC/ASD/CFP, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: [redacted]0

22. UNITED STATES OF AMERICA BY (Signature): Laurent E. Pichet

23. NAME (Typed): LAURENT E. PICHET
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO. 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/10/2012	CFP-12-D-00011	0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Concept Design for the CFPB Headquarters Renovation Period of Performance: 09/10/2012 to 11/19/2012 The total amount of award: [redacted] The obligation for this award is shown in box 17(i).				[redacted]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $1,147,687.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(f)

CONTRACT NO. CFP-12-D-00011

Task Order 0001, Concept Design Submission for the CFPB Headquarters Renovation

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

Skidmore, Owings and Merrill, LLP (SOM)
2001 K Street, NW, Suite 200
Washington, DC 20006

All terms and conditions within Contract Number CFP-12-D-00011 (the "Contract") and this Task Order shall apply.

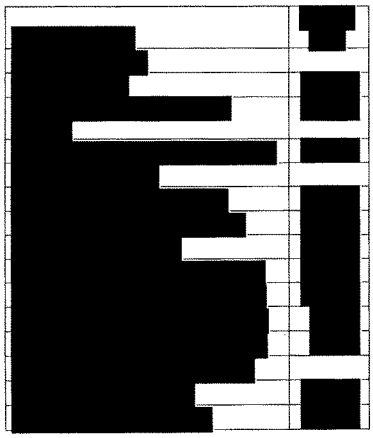
2.0 TYPE OF TASK ORDER AND PRICING

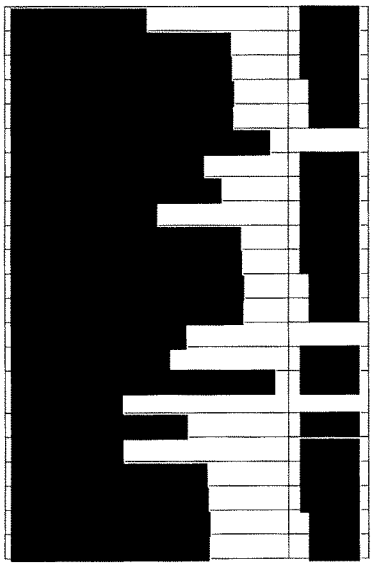
This is a Firm Fixed Price task order in the amount of [redacted]

3.0 PERIOD OF PERFORMANCE

The period during which work may be performed under this task order shall be from date of award through November 19, 2012. Coneept Design submission is due on November 9, 2012 and CFPB approval of design shall be completed by November 19, 2012.

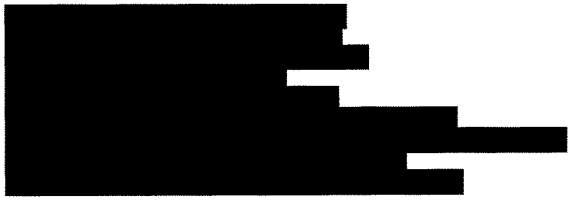
4.0 BILLING RATES





5.0 KEY PERSONNEL

The following are essential personnel who will be assigned the responsibility for success of the work products under this Task Order. These individuals shall be in responsible positions so as to allocate and control all persons performing work under this Task Order on behalf of the Contractor. The below listed individual(s) are designated as "Key Personnel" for this Task Order:



[redacted]

No substitutions shall be made to the key personnel above except in accordance with this clause. The Contractor shall not allow personnel substitutions during the task order performance period unless the Contractor timely notifies the Contracting Officer, with a copy to the COR, and the Contractor receives approval for any such substitution. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and notify the Contractor of approval or disapproval thereof.

6.0 STATEMENT OF WORK

BACKGROUND AND PURPOSE

The Consumer Financial Protection Bureau (CFPB or Bureau) is an independent bureau within the Federal Reserve System that was created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act. On February 17, 2012, the CFPB signed an Occupancy Agreement with the Office of the Comptroller of the Currency (OCC), a bureau within the Department of the Treasury, for the premises located at 1700 G Street, NW, Washington, DC (the "Premises"), for long-term use as CFPB headquarters, to include broad authority to alter or otherwise renovate the Premises to suit CFPB needs. The building located on the Premises (the "Building") was designed and built in 1976. The Building has not had any major renovations since it was constructed. The Building consists of six full floors above grade in addition to a partial seventh floor, a basement and a two-level parking garage that includes space under a courtyard. The first floor houses the lobby and several retail tenants. Each above-grade floor is approximately 40,000 sq. ft. This project will not include renovating any of the interior of the retail space.

The contractor's project schedule is hereby incorporated by reference and made part of this task order.

CFPB requires architectural and engineering (A/E) services for design of the renovation of the Premises. The Contractor shall perform all tasks required as outlined in the project schedule and statement of work as part of the base IDIQ contract (C.2.0) from project start to submission of an approved Concept Design for CFPB Headquarters or 1700 G Street NW. The general tasks include project management support, pre-design tasks (site and building assessment and programming of special spaces) and delivery of an approved at the conclusion of the task order or no later than November 19, 2012.

7.0 PLACE OF PERFORMANCE

The Contractor will be expected to work at the following location; however, some work may be performed at the Contractor facility:

CFPB HQ Facility: 1700 G Street NW, Washington DC, 20552.

8.0 CONTRACTING OFFICER'S AUTHORITY

a. The Contracting Officer for this task order is:

Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email Address: Laurent.Pichet@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this task order, and notwithstanding any clauses contained elsewhere in this task order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in cost incurred as a result thereof.

9.0 CONTRACTING OFFICER'S TECHNICAL REPRESENATIVE

(a) The Contracting Officer's Representative (COR) for this task order is:

Michael Davis
Consumer Financial Protection Bureau
Office No.: 202-435-9405
Email: Michael.Davis@cfpb.gov

The Alternative COR is:

Stephanie Basham
Consumer Financial Protection Bureau (CFPB)
1700 G Street, N.W.
Washington, D.C. 20552

E-Mail: Stephanie.Basham@cfpb.gov
Phone: (202) 435-7089

(b) Performance of work under this task order must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

(c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s);
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
(4) Changes any of the terms, conditions, or SOW of the task order;
(5) Interferes with the Contractor's right to perform under the terms and conditions of the task order; or
(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

10.0 ELECTRONIC INVOICING AND PAYMENTS REQUIREMENTS

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), contact the Contracting Officer to complete an IPP waiver form.

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov

e. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

f. Overpayments

(1) In accordance with FAR 52.212-4, section (i)5, *overpayments*: *Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

(2) The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

11.0 TRANSPARENCY

The CFPB is dedicated to transparency and plans on making contracts available to the public after award. If selected for contract award, your firm will agree to submit to the Contracting Officer, within ten business (10) days from the date the contract and/or any related task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial

information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

NON-DISCLOSURE AGREEMENT

Contract # CFP-12-D-00011, Task Order 0001, Concept Design for the CFPB HQ Renovation

Conditional Access to Sensitive but Unclassified Information, or Controlled Information

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing services under the Contract resulting from the subject Design Services Public Announcement. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other

written work for general publication that is based upon any knowledge I obtained during the course of my work on the CFPB HQ renovation under the Contract resulting from the subject Design Services Public Announcement for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

8. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name (Print) Date

_____
Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____
Consumer Financial Protection Bureau Date

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90100-13-0020	1	12

2. CONTRACT NO	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-12-D-00011	02/01/2013	0002		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR:
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	[X] UNRESTRICTED OR [ ] SET ASIDE [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] EDWOSB [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] 8(A)	NAICS: SIZE STANDARD

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1700 G STREET, NW WASHINGTON DC 20552	CFP	CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
SKIDMORE OWINGS & MERRILL LLP 2001 K STREET NORTHWEST STE 200 WASHINGTON DC 20006-1039 TELEPHONE NO	042277004		ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/CFP

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

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Schematic Design for the CFPB Headquarters Renovation Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP9010000000-XXXXXXXXXX-XXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXX Period of Performance: 09/07/2012 to 09/06/2017				
0001	Task Order 0002 - Schematic Design for the CFPB Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				[redacted]

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$2,155,237.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[X] 29. AWARD OF CONTRACT DATED ____ OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Lauren E Riche

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
	01/31/13	LAURENT E. PICHET	01/31/13

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Headquarters Renovation Period of Performance: 02/01/2013 to 04/26/2013 The total amount of award: [redacted] The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTRACT NO. CFP-12-D-00011

Task Order 0002, Schematic Design (30%) Submission for the CFPB Headquarters Renovation

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

Skidmore, Owings and Merrill, LLP (SOM)
2001 K Street, NW, Suite 200
Washington, DC 20006

All terms and conditions within Contract Number CFP-12-D-00011 (the "Contract") and this Task Order shall apply.

2.0 TYPE OF TASK ORDER AND PRICING

This is a Firm Fixed Price task order in the amount of [redacted]

3.0 PERIOD OF PERFORMANCE

The period during which work may be performed under this task order shall be for twelve (12) weeks from date of award. The 30% Schematic Design submission is due ten (10) weeks following the date of award. The CFPB will have one (1) week to review the 30% Schematic Design and SOM will have one (1) week to make any and all necessary changes.

4.0 KEY PERSONNEL

The following are essential personnel who will be assigned the responsibility for success of the work products under this Task Order. These individuals shall be in responsible positions so as to allocate and control all persons performing work under this Task Order on behalf of the Contractor. The below listed individual(s) are designated as "Key Personnel" for this Task Order:



No substitutions shall be made to the key personnel above except in accordance with this clause.

The Contractor shall not allow personnel substitutions during the task order performance period unless the Contractor timely notifies the Contracting Officer, with a copy to the COR, and the Contractor receives approval for any such substitution. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and notify the Contractor of approval or disapproval thereof.

5.0 STATEMENT OF WORK

BACKGROUND AND PURPOSE

The Consumer Financial Protection Bureau (CFPB or Bureau) is an independent bureau within the Federal Reserve System that was created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act. On February 17, 2012, the CFPB signed an Occupancy Agreement with the Office of the Comptroller of the Currency (OCC), a bureau within the Department of the Treasury, for the premises located at 1700 G Street, NW, Washington, DC (the "Premises"), for long-term use as CFPB headquarters, to include broad authority to alter or otherwise renovate the Premises to suit CFPB needs. The building located on the Premises (the "Building") was designed and built in 1976. The Building has not had any major renovations since it was constructed. The Building consists of six full floors above grade in addition to a partial seventh floor, a basement and a two-level parking garage that includes space under a courtyard. The first floor houses the lobby and several retail tenants. Each above-grade floor is approximately 40,000 sq. ft. This project will not include renovating any of the interior of the retail space.

CFPB requires architectural and engineering (A/E) services for design of the renovation of the Premises. The Contractor shall perform all applicable tasks required as outlined in the project schedule (incorporated by reference into this task order as attachment 1) and statement of work as part of the base IDIQ contract (C.2.0) from project start to submission of an approved Schematic Design per C.II.E for CFPB Headquarters or 1700 G Street NW. In the Schematic Design Phase, the Architect shall provide those services designated per C.II E. to prepare Schematic Design Documents consisting of drawings and other documents that illustrate the general scope, scale and relationship of Project components for approval by the Client. Designs will be schematic in character and based on the requirements developed under Task Order 1 and approved by the Client.

6.0 PLACE OF PERFORMANCE

The Contractor will be expected to work at the following location; however, some work may be performed at the Contractor facility:

CONTRACT NO. CFP-12-D-00011

Task Order 0002, Schematic Design (30%) Submission for the CFPB Headquarters Renovation

CFPB HQ Facility: 1700 G Street NW, Washington DC, 20552.

7.0 CONTRACTING OFFICER'S AUTHORITY

a. The Contracting Officer for this task order is:

Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email Address: Laurent.Pichet@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this task order, and notwithstanding any clauses contained elsewhere in this task order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in cost incurred as a result thereof.

8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENATIVE

(a) The Contracting Officer's Representative (COR) for this task order is:

Michael Davis
Consumer Financial Protection Bureau
1700 G Street, N.W.
Washington, D.C. 20552
Office No.: 202-435-9405
Email: Michael.Davis@cfpb.gov

The Alternative COR is:

Stephanie Basham
Consumer Financial Protection Bureau (CFPB)
1700 G Street, N.W.
Washington, D.C. 20552
Phone: (202) 435-7089
E-Mail: Stephanie.Basham@cfpb.gov

(b) Performance of work under this task order must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

(c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s);
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
(4) Changes any of the terms, conditions, or SOW of the task order;
(5) Interferes with the Contractor's right to perform under the terms and conditions of the task order; or
(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

9.0 ELECTRONIC INVOICING AND PAYMENTS REQUIREMENTS

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or

by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), contact the Contracting Officer to complete an IPP waiver form.

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov

e. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

f. Overpayments

(1) In accordance with FAR 52.212-4, section (i)5, *overpayments*: *Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

(2) The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

10.0 TRANSPARENCY

The CFPB is dedicated to transparency and plans on making contracts available to the public after award. If selected for contract award, your firm will agree to submit to the Contracting Officer, within ten business (10) days from the date the contract and/or any related task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully

consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

11.0 GOVERNMENT CAUSED DELAY

The schedule for the Schematic Design phase anticipates the completion of the Schematic Design deliverables and a presentation of those deliverables within 10 weeks following the receipt of a Notice to Proceed to the Contractor from the Government. The project schedule also anticipates that the Government shall provide approval of the Schematic Design deliverable no later than 12 weeks following the commencement of the Schematic Design phase. If the Contractor is delayed due to actions caused by the CFPB during the Schematic Design phase, the CFPB will pay the Contractor for costs incurred as a result of such delay in the amount of [redacted] An adjustment may also be made in the delivery or performance dates and any other term or condition affected by such delay.

12.0 PAYMENT/INVOICE

Contractor will invoice on a monthly basis on a percent complete basis the month following the completion of the work. The COR will ensure the invoice amount is equivalent to the percent complete.

NON-DISCLOSURE AGREEMENT

Contract # CFP-12-D-00011, Task Order 0002, Schematic Design for the CFPB HQ Renovation

Conditional Access to Sensitive but Unclassified Information, or Controlled Information

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing services under the Contract resulting from the subject Design Services Public Announcement. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other

written work for general publication that is based upon any knowledge I obtained during the course of my work on the CFPB HQ renovation under the Contract resulting from the subject Design Services Public Announcement for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

8. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____
Name (Print) Date

_____
Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____
Consumer Financial Protection Bureau Date

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90100-13-0085	1	8

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-12-D-00011		0003		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: SIZE STANDARD:	☒ UNRESTRICTED OR ☐ SET ASIDE

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1700 G STREET, NW WASHINGTON DC 20552	CFP	CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
SKIDMORE OWINGS & MERRILL LLP 2031 K STREET NORTHWEST STE 200 WASHINGTON DC 20006-1039 TELEPHONE NO.	042277004		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: CFP5577DEXXXXXX-2013-6100001-251001-CFP9010000000 -XXXXXXXXXX-XXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/07/2012 to 09/06/2017				
0001	Design-Build Bridging documents for the CFPB Headquarters Renovation (LEF) 06/25/2013 Period of Performance: ~~09/24/2013~~ to 10/23/2013 Continued ...				[redacted]

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$3,445,451.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3. AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Lauren E. Pichet

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
	6-24-2013	LAURENT E. PICHET	~~6/25/2013~~ 6/25/13 (LEF)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: [redacted] The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTRACT NO. CFP-12-D-00011

Task Order 0003, Bridging Documents for the CFPB Headquarters Renovation

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

Skidmore, Owings and Merrill, LLP (SOM)
2001 K Street, NW, Suite 200
Washington, DC 20006

All terms and conditions within Contract Number CFP-12-D-00011 (the "Contract") and this Task Order shall apply.

2.0 TYPE OF TASK ORDER AND PRICING

This is a Firm Fixed Price task order in the amount of [redacted]

3.0 PERIOD OF PERFORMANCE

The period during which work may be performed under this task order shall be for sixteen (16) weeks from date of award.

4.0 KEY PERSONNEL

The following are essential personnel who will be assigned the responsibility for success of the work products under this Task Order. These individuals shall be in responsible positions so as to allocate and control all persons performing work under this Task Order on behalf of the Contractor. The below listed individual(s) are designated as "Key Personnel" for this Task Order:

[redacted]

No substitutions shall be made to the key personnel above except in accordance with this clause. The Contractor shall not allow personnel substitutions during the task order performance period unless the Contractor timely notifies the Contracting Officer, with a copy to the COR, and the

Contractor receives approval for any such substitution. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and notify the Contractor of approval or disapproval thereof.

5.0 STATEMENT OF WORK

BACKGROUND AND PURPOSE

The Consumer Financial Protection Bureau (CFPB or Bureau) is an independent bureau within the Federal Reserve System that was created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act. On February 17, 2012, the CFPB signed an Occupancy Agreement with the Office of the Comptroller of the Currency (OCC), a bureau within the Department of the Treasury, for the premises located at 1700 G Street, NW, Washington, DC (the "Premises"), for long-term use as CFPB headquarters, to include broad authority to alter or otherwise renovate the Premises to suit CFPB needs. The building located on the Premises (the "Building") was designed and built in 1976. The Building has not had any major renovations since it was constructed. The Building consists of six full floors above grade in addition to a partial seventh floor, a basement and a two-level parking garage that includes space under a courtyard. The first floor houses the lobby and several retail tenants. Each above-grade floor is approximately 40,000 sq. ft. This project will not include renovating any of the interior of the retail space.

CFPB requires Architectural and Engineering (A/E) services for design of the renovation of the Premises. The Contractor shall perform all tasks required as outlined in the project schedule and statement of work as part of the base IDIQ contract (C.2.0) from project start to submission of approved Bridging Documents for CFPB Headquarters or 1700 G Street NW. In preparing Bridging Documents, the Architect shall blend the approved schematic design with the approved program of requirements to create bridging plans for the project to be used to solicit proposals from a design-build contractor. The Bridging Documents shall include drawings of the major architectural, structural, mechanical, electrical and plumbing systems, civil and utility engineering, and environmental and sustainable design considerations. Perspectives and study models to assist in understanding the design may be developed.

The contractor's technical proposal submitted to CFPB on May 20, 2013 is hereby incorporated by reference and made part of this task order.

6.0 PLACE OF PERFORMANCE

The Contractor will be expected to work at the Contractor facility; however some work may be performed at following location:

CFPB HQ Facility: 1700 G Street NW, Washington DC, 20552.

7.0 CONTRACTING OFFICER'S AUTHORITY

a. The Contracting Officer for this task order is:

Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW - Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email Address: Laurent.Pichet@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this task order, and notwithstanding any clauses contained elsewhere in this task order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in cost incurred as a result thereof.

8.0 CONTRACTING OFFICER'S REPRESENATIVE (COR)

(a) The COR and Alternate COR for this task order are:

Michael Davis (COR)
Consumer Financial Protection Bureau
1700 G Street, N.W.
Washington, D.C. 20552
Office No.: 202-435-9405
Email: Michael.Davis@cfpb.gov

Stephanie Basham (Alternate COR)
Consumer Financial Protection Bureau (CFPB)
1700 G Street, N.W.
Washington, D.C. 20552
Office No.: 202- 435-7089
E-Mail: Stephanie.Basham@cfpb.gov

(b) Performance of work under this task order must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction to the

Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

(c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s);
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
(4) Changes any of the terms, conditions, or SOW of the task order;
(5) Interferes with the Contractor's right to perform under the terms and conditions of the task order; or
(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

9.0 ELECTRONIC INVOICING AND PAYMENTS REQUIREMENTS

a. Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

b. The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

c. If the Contractor is unable to utilize IPP for submitting payment request(s), contact the Contracting Officer to complete an IPP waiver form.

d. Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov

e. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

f. Overpayments

(1) In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

(2) The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

10.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

11.0 GOVERNMENT CAUSED DELAY

If the Contractor is delayed due to actions caused by the CFPB during the schematic design phase, the Contractor is entitled to additional compensation resulting from the delay. The additional compensation shall be negotiated by both parties and an adjustment to the fixed contract price will be made after the calculation of the fee. An adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

12.0 PAYMENT/INVOICE

Contractor will invoice on a monthly basis on a percent complete basis the month following the completion of the work. Invoices will include a detailed breakdown of labor categories utilized and labor hours performed during the invoicing period. The COR will ensure the invoice amount is equivalent to the percent complete.

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.
CFP-12-D-00001

2. DATE OF CONTRACT
09/07/2012

3a. NAME OF ARCHITECT-ENGINEER
SKIDMORE, OWINGS, AND MERRILL LLP

3b. TELEPHONE NO. *(Include Area code)*

3c. ADDRESS OF ARCHITECT-ENGINEER *(Include ZIP Code)*
2001 K STREET, NW, SUITE 200
WASHINGTON, DC 20006

DUNS: 042277004

4a. DEPARTMENT OR AGENCY AND ADDRESS *(Include ZIP Code)*
CONSUMER FINANCIAL PROTECTION BUREAU
1700 G STREET, NW, WASHINGTON DC, 20552

5. PROJECT TITLE AND LOCATION
CFPB HEADQUARTERS RENOVATION
1700 G STREET, NW, WASHINGTON DC, 20552

6. CONTRACT FOR *(General description of services to be provided)*
CFPB requires Architectural and Engineering (A/E) services for design of the renovation of the Premises. The Contractor shall perform tasks required to design and engineer the renovation to meet CFPB's space needs as further described herein.

7. CONTRACT AMOUNT *(Express in words and figures)*
Cumulative Task Orders Not To Exceed [redacted]

8. NEGOTIATION AUTHORITY

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA
Funding will be obligated at the task order level

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract.

This contract was awarded under the authority of Federal Acquisition Regulation Subpart 36.6.

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.
The parties hereto have executed this contract as of the date recorded in Item 2.

	SIGNATURES	NAMES AND TITLES *(Typed)*
	11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR	
A		
B		
C		
D		
	12. THE UNITED STATES OF AMERICA	
	Laurent E. Pichet 9/7/12	Laurent E. Pichet Contracting Officer

STANDARD FORM 252 (REV. 10-83) BACK

CONTRACT NUMBER - CFP-12-D-00011

Section A

Table of Contents

SECTION A - SOLICITATION/CONTRACT FORM **A-1**
SF 352 ARCHITECT-ENGINEER CONTRACT A-1

PART I - THE SCHEDULE **B-1**
SECTION B - SUPPLIES OR SERVICES AND PRICE **B-1**
B.1 SERVICES B-1
B.2 MAXIMUM AND MINIMUM CONTRACT VALUE B-1
B.3 PERIOD OF PERFORMANCE B-1
B.4 TASK ORDERS B-1
B.5 PRICES/CEILING LABOR RATES B-2
SECTION C - SPECIFICATIONS/STATEMENT OF WORK **C-1**
SECTION D - PACKAGING AND MARKING **D-1**
D.1 PACKAGING D-1
D.2 LABELING D-1
SECTION E - INSPECTION AND ACCEPTANCE **E-1**
E.1 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) E-1
E.2 52.216-19 INSPECTION OF SERVICES – TIME AND MATERIAL AND LABOR HOUR (MAY 2001) E-1
SECTION F - DELIVERIES OR PERFORMANCE **F-1**
F.1 52.242-14 SUSPENSION OF WORK F-1
SECTION G - CONTRACT ADMINISTRATION DATA **G-1**
G.1 AUTHORITY – CONTRACTING OFFICER G-1
G.2 CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION AND AUTHORITY G-1
G.3 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS G-2
G.4 TRANSPARENCY G-2
G.5 NOTIFICATION OF POST AWARD CONFERENCE G-3
SECTION H - SPECIAL CONTRACT REQUIREMENTS **H-1**
H.1 INSURANCE REQUIREMENTS H-1
H.2 NOTICE OF GOVERNMENT DELAYS H-1
H.3 SUBCONTRACTOR/CONSULTANT ARRANGEMENTS H-1
H.4 OBLIGATION OF FUNDS H-2
H.5 GOVERNMENT/CONTRACTOR RELATIONSHIPS H-2
H.6 CONTRACTOR KEY PERSONNEL H-2
H.7 SPECIALIZED SKILL SERVICES H-2

H.8 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT H-2
H.9 CONFIDENTIAL OR SENSITIVE INFORMATION H-3
H.10 CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION (SBU) OR CONTROLLED INFORMATION H-3
H.11 SECURITY AND CONFIDENTIALITY H-3
H.12 TRAVEL AND PER DIEM H-6
H.13 NEWS RELEASE H-6
H.14 TASK ORDER PROCEDURES H-6
H.15 NOT-TO-EXCEED AMOUNT H-7

PART II - CONTRACT CLAUSES I-1

SECTION I, A - CONTRACT CLAUSES (INCORPORATED BY REFERENCE) I-1

SECTION I, B - CONTRACT CLAUSES (INCORPORATED IN FULL TEXT) I-3

I.1 52.216-16 ORDERING (OCT 1995) I-3
I.2 52.216-19 ORDER LIMITATIONS (OCT 1995) I-3
I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995) I-4
I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) I-4
I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012) I-4
I.6 52.236-22 DESIGN WITHIN FUNDING LIMITATION (APR 1984) I-5
I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) I-5

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS J-1

SECTION J - LIST OF ATTACHMENTS J-1

J.1 NON-DISCLOSURE AGREEMENT J-2
J.2 APPENDIX A – DRAWING INFORMATION J-5

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE

B.1 SERVICES

The Contractor shall perform all functions specified in Section C in accordance with the scope of work contained in this contract as specified within individual Task Orders issued.

B.2 MAXIMUM AND MINIMUM CONTRACT VALUE

The minimum aggregate dollar value of all orders placed under this contract is $2,500.00.

The maximum aggregate dollar value of all orders placed under this contract is [redacted]

B.3 PERIOD OF PERFORMANCE

This contract provides for a base period of twelve (12) months and four (4) one-year option periods, for a total contract ordering period of five years. All design phase related work shall be ordered during the base period. Design phase work shall be begin with task order one (1) issuance and shall be completed by July 11, 2013. Bidding, construction administration, and post-construction administration phase work may be ordered during the base period or during any of the four (4) option year periods.

B.4 TASK ORDERS

Task orders awarded pursuant to this contract will be issued on a firm fixed price, labor hour, time and materials or hybrid basis, as specified in each order. For task orders issued on a labor-hour or time and materials basis, pricing must not exceed the ceiling labor rates listed in Section B.5.

SECTION C

SPECIFICATIONS/STATEMENT OF WORK

1.0 SCOPE/SERVICES

1.1 The Consumer Financial Protection Bureau (CFPB or Bureau) is an independent bureau within the Federal Reserve System that was created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act. On February 17, 2012, the CFPB signed an Occupancy Agreement with the Office of the Comptroller of the Currency (OCC), a bureau within the Department of the Treasury, for the premises located at 1700 G Street, NW, Washington, DC (the "Premises"), for long-term use as CFPB headquarters, to include broad authority to alter or otherwise renovate the Premises to suit CFPB needs.

CFPB requires architectural and engineering (A/E) services for design of the renovation of the Premises. The Contractor shall perform all tasks required to design and engineer the renovation to meet CFPB's space needs. The Contractor shall perform studies and surveys as needed for the design and engineering, assist with construction planning, permitting and approval processes, deliver complete drawings to support the construction process, provide support services as required during the construction, and produce "as-built" drawings and other documentation (e.g., operations and maintenance manual) at the conclusion of the renovation.

1.2 **Background:** The building located on the Premises (the "Building") was designed and built in 1976. The Building has not had any major renovations since it was constructed.

The Building consists of six full floors above grade in addition to a partial seventh floor, a basement and a two-level parking garage that includes space under a courtyard. The first floor houses the lobby and several retail tenants. Each above-grade floor is approximately 40,000 sq. ft. This project will not include renovating any of the interior of the retail space.

Objective: The main purpose of this contract is to obtain pre-renovation, renovation, and post-renovation Architecture and Engineering services that will provide the energy efficient, Class A office and public space CFPB needs to pursue its mission efficiently and effectively.

To accomplish this, CFPB expects the Contractor to learn the culture and workspace requirements of the Bureau, the condition of the Premises, as well as use Statement of Work below and the Alternative Approach Statement of Work Assumptions and Qualifications (August 26, 2012). Following its standard practices, the Contractor shall continue the design and engineering work necessary to accomplish appropriate renovation of the Premises, to include but not be limited to:

- Produce construction drawings, specifications and related documentation;
- Produce cost and schedule estimates;
- Assist with construction planning, which may include phasing work around partial occupancy;
- Assist with permitting and approval processes;

- Assist in an appropriate role during and after construction to ensure successful design implementation; and
- Produce "as built" drawings and other documentation (e.g., operations and maintenance manual) at the conclusion of the construction phase of the renovation.

The design shall be constrained only by the limits of the existing load-bearing structural elements, applicable codes and governing body authorities. The renovation may include all interior and exterior spaces of the Premises (exclusive of retail tenant space), surfaces and facades, as well as all utilities and services.

In addition to these redesign efforts; the Contractor must consider proper airflow distribution throughout the building as well as proper acoustics and sound dampening. The redesign should comply with the *Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings* and include products that are energy efficient, water efficient, bio-based, environmentally preferable EPEAT-registered or non-toxic or less toxic alternatives, non-ozone depleting, or made with recovered materials.

2.0 CFPB STATEMENT OF WORK

I. Project Understanding

A. Existing Conditions

1. The existing building was designed and built in 1976, and has not had any major renovations since it was constructed and is in need of renovation to better suit the needs of the CFPB.
2. The building consists of six full floors above grade in addition to a partial seventh floor, a basement and a two–level parking garage that includes space under a courtyard.
3. The first floor houses the lobby and several retail tenants.
4. Each above–grade floor is approximately 40,000 sq. ft.
5. Portions of the building and/or courtyard may be considered historic.
6. The total area subject to renovation (including the exterior plaza area but excluding the ground floor retail areas and parking garage) is approximately 500,000 square feet.

B. Project Goals

The CFPB has established the following goals for the renovation of the existing building:

1. Convert the existing Class–C office building into an energy efficient Class–A office building for CFPB.
2. Accommodate up to 1,000 CFPB employees within the renovated building.
3. Achieve LEED Gold rating from the USGBC following completion of the renovation.
4. Scope of renovation shall not disrupt normal business practices of the retail tenants.
5. Maximize small business and Minority/Women–owned Business Enterprises (M/WBE) participation in the design and construction phases.

C. Scope of Renovation

It is understood that any interior and exterior areas, finishes, and surfaces of the building are to be considered for renovation. The Architect shall provide renovation design services as outlined in Section II for the site and other areas determined during the Programming and Concept Design Phases.

The Preliminary scope of renovation includes the following areas:

1. Interior Public Areas
    a. Main Entry Lobby
    b. Elevator Lobbies
    c. Bathrooms
    d. Atria

2. General Office Spaces
    a. Open Office Space
    b. Private Offices

3. Specialty Areas
    a. Security Operations Center
    b. Day Care Facility
    c. Break/Lunch Room
    d. Multi Purpose Space (Library, Hearing Room, Press Briefing Room)
    e. Amphitheater
    f. Computer Room

4. Building Systems
    a. The Architect shall review the Gensler Report which provides an evaluation of the existing building systems. It is understood that the Architect may rely on the information provided by CFPB for the performance of its services.

5. Site and Civil
    a. The site and civil renovation scope shall include the exterior courtyard and plaza spaces of the site including the sidewalk areas along G Street NW exclusive of retail tenant spaces as well as utilities and services which serve those spaces.

6. Building Enclosure
    a. Renovations to the building enclosure may include replacing some or all of the building's exterior wall and roof as determined during the Site and Building Facilities Assessment and Concept Design Phases.

D. CFPB Design Vision

1. The following design ideas shall be considered and confirmed during the Programming and Concept Design Phases:

    a. Lighting

i. Designs should aim to maximize natural light available to all Building occupants and supplement it with leading–edge lighting systems to provide both bright and efficient lighting. The use of attributes such as exterior floor– to– ceiling glass windows, internal glass walls to allow light to penetrate interior space and provide an "open" feeling, the relocation of light–reducing features such as filing cabinets to internal areas, a common area around the perimeter of the building so all Building occupants have use of the windows, innovative use of the two existing skylights and interior courtyard spaces as applicable, potential installation of electric glass walls, etcetera, shall be considered.

b. Acoustics

i. Throughout the Building, the ability to have quiet through noise–reducing features (whether design– or technology–enabled) is extremely important, given the eclectic mix of individual and team–based work occurring throughout CFPB offices. This could include full height partitions from floor to deck, passive acoustic paneling, and active sound dampening systems.

c. 'Privacy' and 'Collaboration'

i. Space design should properly balance openness and privacy based on the function of the space in question. CFPB represents a highly diverse workforce, from attorneys and economists who are used to working in isolation to industry veterans and former consultants who work almost entirely in teams. CFPB wants a common design that works for everyone, not a common design that works for no one. While success at CFPB requires a collaborative environment, and designs should enable better collaboration, "better" collaboration does not necessarily mean constantly open environments. Rather, it means safe and comfortable spaces that encourage collaboration when it is valuable and permit individual and/or team–based privacy when it is not.

d. Modularity / Flexibility / Customizability

i. Each individual is different and has different needs, both in terms of who they are and the nature of work they are doing at a particular moment in time. This is particularly true of CFPB's workforce. While standardization is necessary at the "module" level, customization and flexibility comes from how one puts those "modules" together and how customizable the interior of those modules is. CFPB wants to design offices with professional users in mind—users who can customize on their own in the medium–term without substantial renovations. CFPB also wants common–use areas to be flexible to accommodate different needs (conference rooms, brainstorming rooms, presentation rooms, personal quiet/phone rooms), with modular furniture so that spaces can be reconfigured as needed. CFPB encourages leading–edge thinking on this question of modularity.

e. Movement

i. Great workspaces do a great job of moving individuals through key common spaces to encourage impromptu cross–department mixing (e.g., the NYTimes building, Bloomberg, etc.). CFPB encourages exploring intersecting or shared traffic patterns to promote mixing and shared ownership of the space.

f. Technology

i. "Innovative use of technology" is a key part of CFPB's mission. The spaces CFPB staff work in should be designed to enable that in creative, efficient, and novel ways. CFPB encourages advanced use of technology throughout the renovated space to improve efficiency and transparency.

g. Efficiency

i. The space should be efficient in all possible meanings of the word, from cost effective (square footage per individual) to energy efficient.

E. CFPB Programming presumptions

1. The Architect shall be responsible for developing a program of spaces including room data sheets for the CFPB Headquarters, however the following programming presumptions shall be considered and confirmed by CFPB and the Architect during the Programming and Concept Design Phases:

a. The basement of the Building may house a security operations center (e.g. specialized equipment, security–specific construction criteria, etc.).

b. Special use spaces within the Building will include: One or more break rooms or a large break/lunch room; a computer room with minimal storage; a child care facility (to be located above grade if possible) and a library.

c. A Visitor Center/Exhibition space may be located adjacent to the lobby.

d. Power Reliability should be the same as other non–emergency Federal Buildings in Washington D.C.

F. CFPB Phasing presumptions

1. The following phasing ideas shall be considered and confirmed during the Programming and Concept Design Phases:

a. The design documents must be submitted in separate sets. Though subject to confirmation with the Architect, the currently contemplated sequence of construction completion will be to renovate the building on a quadrant by quadrant basis.

b. Design of the security operations center will be accomplished concurrently with the 3rd and 5th floor design work to ensure adequate time to construct and equip the center. Such a construction sequence would also allow for partial occupancy across the duration of construction efforts, which is preferable.

c. The design may not impact the retail space on the Premises nor may it entail construction that would materially disrupt the normal business operations of the retail tenants on the Premises.

G. Codes & Standards

The project deliverables shall follow the applicable codes and standards as required by the authorities having jurisdiction over the project. These applicable codes and standards may include:

1. ICC – International Code Council
2. NFPA – National Fire Protection Association
3. ANSI – American National Standards Institute
4. NSPC – National Standard Plumbing Code
5. NEC – National Electrical Code (NFPA 70)
6. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
7. UL – Underwriters Laboratories
8. OSHA – Occupational Safety and Health Administration
9. FM – Factory Mutual Approval Guide
10. UFAS – Uniform Federal Accessibility Standards
11. Federal Leadership in High Performance and Sustainable Buildings (EnergyStar)
12. GSA P100 – Facilities Standards for the Public Buildings Service

II. Basic Services

The Architect shall provide the services described herein.

A. Project Management Services

1. The Architect shall provide a project management services as may be necessary to coordinate the services described herein including regular updates of project status, routine communication, and procurement and management of Consultants retained by the Architect. The Architect's project manager shall serve as CFPB's primary point of contact for the Architect regarding the Architect's services. Additionally, the project manager shall be responsible for:

    a. Scheduling, facilitating, and minuting regular project coordination meetings
    b. Preparing progress reports of architectural/engineering services
    c. Directing in–house architectural/engineering personnel

2. Project Plan
    a. In conjunction with the CFPB and Consultants, establish a project plan consisting of the following components:

        i. Schedule – Develop a detailed design schedule in conjunction with the CFPB's overall project schedule. Define critical path design issues, project milestones, approval processes, time frames and intermediate delivery dates.

        ii. Team Organization – Establish the project organization, roles and responsibilities, project decision making authority, project management protocol, and communication for effective documentation, dissemination, coordination and organization of information for the project.

iii. Sustainable Design Strategy – Based upon the ambition of the CFPB to optimize all realistic sustainable objectives in this project, SOM shall conduct a LEED design workshop with the CFPB staff, building operations staff, and the appropriate consultants to determine the goals, objectives and the approach to achieve LEED Gold Certification. The Architect shall prepare an initial LEED strategy report consisting of a preliminary LEED scorecard and narrative description of the opportunities and constraints posed by the project renovation scope towards achieving the LEED certification goals of the CFPB.

iv. Permit Strategy – It is anticipated that the project may require multiple building permits and certificates of occupancy given the potential for a phased construction and occupancy approach. The Architect, in consultation with the appropriate expeditor and regulatory agency officials will develop a building permit strategy report consisting of a narrative summary of the construction phasing and occupancy approach with a building permit plan that supports that approach.

v. Narrative Implementation Plan – Prior to the commencement of the Services for each design phase the Architect shall prepare an implementation plan consisting of a week by week description of the design and meeting activities planned for that phase including anticipated CFPB approvals necessary to maintain the design schedule.

vi. Quality Assurance Plan – The Architect shall develop a Quality Assurance Plan (QAP) outlining the Architect's quality initiatives to be implemented and utilized while providing professional services.

vii. Software Strategy – During the Kick–Off meeting, the Architect in coordination with the CFPB shall determine the software to be utilized during the development of the project including software for the exchange of information and the development of drawings. Requirements for Building Information Modeling during and post–design phases shall be determined at this meeting.

viii. Document Strategy – During the Kick–Off meeting, the Architect in coordination with the CFPB shall determine the strategy for document control and submittal procedures.

b. During the Schematic Design Phase the Project Plan shall be updated to include a description of the Risk Management approach developed in conjunction with CFPB.

3. Meetings

a. Kick–Off Meeting (1)
b. OCC Meeting (1)
c. Secret Service Meeting (1)
d. Sustainable Design Workshop (1)

4. Deliverables

a. General Project Management Deliverables Information

i. All Project Management Deliverables created in relation to the project shall be formatted on Letter–size (8 ½" x 11") paper.

b. Reports

i. Project Schedule

- Formatted to Tabloid–size (11" x 17")
- The project schedule shall be distributed after the Kick–Off meeting via email.
- The project schedule shall be periodically updated and distributed via email as necessary.

ii. Team Organization Chart

- One (1) softcopy be distributed via email after the Kick–Off meeting.
- The Team Organization Chart shall be periodically updated and distributed via email as necessary.

iii. Sustainable Design Strategy Report

- Formatted to Letter–size (8 ½" x 11")
- One (1) hardcopy
- One (1) softcopy on DVD

iv. Permit Strategy Report

- Formatted to Letter–size (8 ½" x 11")
- One (1) hardcopy
- One (1) softcopy on DVD

v. Narrative Implementation Plan

- Formatted to Letter–size (8 ½" x 11")
- One (1) hardcopy
- One (1) softcopy on DVD

vi. Quality Assurance Plan

- Formatted to Letter–size (8 ½" x 11")
- One (1) hardcopy
- One (1) softcopy on DVD

B. Site and Building Facilities Assessment Services

During this phase, The Architect shall review and become generally familiar with government furnished documents, conduct site visits and undertake non–destructive site observations to verify that the as–built documents furnished by the government largely reflect the as constructed conditions of the existing building. Where recommended by the Architect, the CFPB shall undertake certain demolitions so to allow the Architect to more readily observe particular as–constructed

conditions not otherwise readily observable. It is understood that the Architect's review and verification of the building's as–construction conditions will not be complete in every detail or exhaustive. It is understood that our assessment of the as constructed conditions of the existing building will not include any assessments regarding the adequacy of the existing structure to support the original structural design loads. It is also understood that The Architect shall not be responsible for any investigations or abatement of any hazardous materials which may be present in the existing building.

The scope of the Site and Buildings Facilities Assessment shall include:

1. Site Survey

The Architect shall prepare a site survey specification that describes site survey services to be provided a Professional Land Surveyor (licensed in the District of Columbia). The Contractor shall submit the proposed surveyor and the cost of the site survey to the CFPB for approval. Additionally the Architect shall retain the selected Surveyor to provide the specified services as a reimbursable expense to the Architect. It is understood that the fees and other direct costs for such services are not included in the Architect's Basic Services fee proposal.

2. Architectural, Building Systems and Site Conditions Assessment – The Architect shall review and become generally familiar with government furnished documents.

3. Floor Area Tabulation – Based on the As–Built documents furnished by the government, The Architect will prepare a tabular summary of the building areas, by floor in accordance with BOMA and Washington, DC zoning regulation guidelines.

4. Structural Conditions Assessment – The existing building super–structure shall be evaluated to assess the general conditions of the building super–structure and the feasibility of modifications to the structural slabs and building enclosure.

5. Deliverables
    a. Reports
        i. Site Conditions Report
            - Formatted to Letter–size (8 ½" x 11")
            - (1) bound hardcopy
            - (1) softcopy in pdf format on DVD
6. Meetings
    a. Stakeholder Workshop
    b. Project Steering Committee Meetings
    c. Project Executive Committee Meetings

C. Programming Phase Services
During the Programming Phase, SOM will work closely with the CFPB staff to develop a User Requirements Report on which the design of the CFPB offices will be based.

1. Space standards and space program development

The Architect will conduct interviews (as directed and set up by CFPB Staff) with CFPB executives and department heads to define the organizational structure and the space standards (quantity, area and furniture requirements) related to enclosed offices, open office workstations, shared support spaces (conference rooms, pantries, file & storage provisions, etc.) and special spaces (auditorium, library, daycare, etc,) which will become the basis of a space program that reflects the CFPB occupancy requirements within the renovated building. Based on the approved space program and in conjunction with the CFPB, the Architect will also establish adjacency requirements between organizational units, shared support spaces and special spaces. Once all the required data has been collected, The Architect will prepare a Statement of Requirements (SOR) Report that defines the space requirements for each organizational unit and its adjacency requirements. This document will become the guide for preparing block and stack plans and will assist with any relocation or phasing strategies.

2. Performance of Vulnerability and Needs Assessment

The Architect will participate in a CFPB Performance of Vulnerability and Needs Assessments in order to determine the required security measures for the lobby of the Building (e.g. location and number of x–ray machines and magnetometers, etcetera) and the outdoor areas of the premises. Such Assessments, and the security system installation, may limit the design flexibility for these areas. Any Blast criteria required for the project will be determined during this meeting. The Architect will hire a security specialist consultant that has at least ten (10) years of experience working with Federal Government security systems design and installations. The Contractor shall submit the proposed security specialist consultant and the estimated cost of the work to be performed to the CFPB for approval.

3. Project Phasing/Implementation Plan

In conjunction with the CFPB Staff, The Architect will develop a project phasing plan to assist in evaluating the options for of relocating staff out of the building for the renovation or staying in the building during renovation. This report will include how staff remaining in the building will affect the project timeline and costs. It is assumed CFPB will provide current lease expiration data and other information to aid in the evaluation. Upon completion of the Phasing Report, The Architect will work with the CFPB Staff to evaluate project phasing to determine if phasing is desirable or required and how phasing will be accomplished if it is decided upon. The Phasing plan shall not impact the retail space on the Premises nor shall it entail construction that would materially disrupt the normal business operations of the retail tenants on the premises.

4. Meetings

a. Performance of Vulnerability and Needs Assessment (1)
b. Programming Interviews & Workshops (number of interviews to be determined with CFPB during the scope discussions)
c. Project Steering Committee Meetings
d. Project Executive Committee Meetings
e. OCC Meeting (1)
f. Secret Service Meeting (1)

5. Deliverables
   a. Reports
      i. Statement of Requirements
         - Formatted to Letter–size (8 ½" x 11")
         - (1) bound hardcopy
         - (1) softcopy in pdf format on DVD
      ii. Security Assessment Report
         - Formatted to Letter–size (8 ½" x 11")
         - (1) bound hardcopy
         - (1) softcopy in pdf format on DVD
      iii. Project Phasing Report
         - Formatted to Letter–size (8 ½" x 11")
         - (1) bound hardcopy
         - (1) softcopy in pdf format on DVD

D. Concept Design Phase Services

1. Architecture/Landscape Architecture/Interior Architecture Concepts

Based on the approved programming documents, The Architect will develop three distinct concepts for the outdoor plaza areas, the building enclosure modifications and Interior fitout. For the outdoor plaza areas the concepts shall reflect alternatives for landscape and hardscape elements and the materials proposed for each. Each interior planning concept shall include alternative planning approaches for the general office spaces, common support spaces, and special areas in a manner that reflects varying ratios of open office to enclosed office positions as well as opportunities to incorporate spaces to facilitate and promote collaboration, impromptu cross–department mixing and shared ownership of the facilities.

2. Engineering Systems Repairs, Renovations & Replacement Scenarios & Recommendations
Based on the selected concepts, The Architect will make recommendations regarding repairs, renovations and replacements for the following building systems:
   a. Structural
   b. Civil
   c. HVAC
   d. Electrical
   e. Plumbing & Fire Protection
   f. Elevators
   g. Electronic Security
   h. Information Technology Infrastructure
   i. Building Controls

3. LEED
   a. SOM will tabulate preliminary LEED Scorecards for the 3 schemes which shall identify the quantity and type of points each scheme may potentially achieve.
   b. The review of the LEED Scorecards shall be included as an agenda item during selected Steering Committee and Executive Committee meetings.

4. Cost Estimating
    a. The Architect shall prepare a preliminary estimate of probable construction costs for each of the 3 Site, Architecture, and Interior concepts and recommendations for the renovation of the building engineering systems.
    b. The review of these estimates with the CFPB shall be included as an agenda item during selected Steering Committee and Executive Committee meetings.

5. Meetings
    a. Design Review Meeting
    b. Stakeholder Workshop
    c. Project Steering Committee Meetings
    d. Project Executive Committee Meetings
    e. OCC Meeting (1)
    f. Secret Service Meeting (1)

6. Deliverables
    a. Reports
        i. Comment Review Report
            - Five (5) calendar days from receipt of Concept Design comments from CFPB
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format via email
    b. Calculations
        i. No Calculations to be submitted in this phase
    c. Estimate of Probable Construction Costs
        i. Preliminary Estimate of Construction Costs for each scheme
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD
    d. Drawings
        i. Concept Design Drawings per the attached Appendix A "Drawing Information"
            - Formatted to Arch E1 size paper (30"x42")
            - Six (6) bound hardcopies
            - One (1) softcopy in pdf format on DVD

E. Schematic Design Phase Services (30%)

In the Schematic Design Phase, the Architect shall provide those services designated below to prepare Schematic Design Documents consisting of drawings and other documents that illustrate the general scope, scale and relationship of Project components for approval by the Client. Designs will be schematic in character and based on the requirements developed under previous phases and approved by the Client or on program requirements provided by the Client and reviewed and agreed upon by the Architect.

1. Architecture
    a. Architectural Design/Documentation services during the Schematic Design Phase responding to program requirements and consisting of preparation of:
        i. Conceptual site and building plans
        ii. Preliminary sections and elevations
        iii. Preliminary selection of building systems and materials
        iv. Development of approximate dimensions, areas and volumes
        v. Perspective sketch(es)
        vi. Study model(s)
2. Interior Design
    a. Interior design/documentation services during the schematic design phase responding to program requirements and consisting of preparation of:
        i. Blocking and stacking diagrams
        ii. Conceptual space plans for the prototypical office floor
        iii. Conceptual space plans for the executive floor
        iv. Conceptual space plans for tenant special spaces
        v. Schematic ceiling and lighting plan for each space plan noted above
        vi. Preliminary recommendations for finishes and materials
3. Structural
    a. Structural Design/Documentation services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for modifications to the existing building structure to accommodate the proposed architectural modifications.
4. Mechanical
    a. Mechanical Design/Documentation services during the Schematic Design Phase consisting of consideration of systems and equipment renovations, and the development of conceptual design solutions for:
        i. Energy source(s)
        ii. Heating and ventilating
        iii. Air conditioning
        iv. Plumbing
        v. Fire protection
        vi. General space requirements
5. Electrical
    a. Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of systems and equipment renovations, and the development of schematic design solutions for:
        i. Power service and distribution
        ii. General lighting
        iii. Fire detection and alarms

6. Specialist Consultants
    a. Specialist Consultant Design/Documentation services during the Schematic Design Phase consisting of schematic diagrams or descriptions for:
        i. Landscape Architecture
        ii. Telecommunications/data
        iii. Security

iv. Special lighting
v. Food Service
vi. Acoustics
vii. Audio Visual
viii. Vertical Transportation
ix. Exterior Maintenance

7. LEED

a. SOM shall prepare a LEED–CS Responsibility Matrix that captures the credits which will be targeted for the project, a brief description of the strategy identified, and assigns the party responsible for each credit.

b. The Architect on behalf of the CFPB, shall register the project with GBCI via LEED Online and invite all team members to LEED Online. The CFPB shall be responsible for fees associated with LEED Online registration. If applicable, the CFPB shall execute a Confirmation of Agent's Authority Agreement.

c. SOM will provide a review of the LEED Minimum Program Requirements and Prerequisites to confirm all requirements can be achieved.

d. SOM will tabulate the LEED Scorecard and Tracking Matrix based on the schematic design documents and submit to project team members.

8. Cost Estimating

a. The Architect shall deliver an updated estimate of probable construction costs based on the Schematic Design Documents.

9. Specifications

a. Specifications services during the Schematic Design Phase consisting of:

b. Project Description consisting of a summary of the project, potential materials, systems design.

c. Identification of regulatory requirements and design criteria

10. Meetings

a. Design Review Meeting
b. Project Steering Committee Meetings
c. Project Executive Committee Meetings
d. OCC Meeting (1)
e. Secret Service Meeting (1)

11. Regulatory Agency Submissions

a. In addition to the Schematic Design Phase submission to the CFPB, the Architect shall prepare documents and make submissions to the National Capital Planning Commission (NCPC) and to the Commission of Fine Arts (CFA) as required by those agencies to undertake their Concept/Preliminary design reviews.

b. If required the Architect shall attend hearings and make presentations as requested in support of the CFBP's applications.

12. Deliverables
    a. Reports
        i. Comment Review Report
            - Five (5) calendar days from receipt of Schematic Design comments from CFPB
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format via email
    b. Calculations
        i. Preliminary Engineering Calculations
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD
    c. Estimate of Probable Construction Costs
        i. Preliminary Estimate of Construction Costs based on Schematic Design Documents
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD
    d. Drawings
        i. Schematic Design Drawings per the attached Appendix A "Drawing Information"
            - Formatted to Arch E1 size paper (30"x42")
            - Six (6) bound hardcopies
            - One (1) softcopy in pdf format on DVD
    e. Specifications
        i. Preliminary Project Description (PPD/Outline Specification)
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD

F. Design Development Phase Services (60%)

In the Design Development Phase the Architect shall provide those services designated below as may be necessary to prepare from the approved Schematic Design Documents, for approval by the Client, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance requirements and energy conservation.
The following descriptions shall apply to the Design Development Phase services.

1. Architecture
    a. Architectural Design/Documentation services during the Design Development Phase consisting of continued development and expansion of architectural Schematic Design

Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

i. Plans, sections and elevations
ii. Typical construction details
iii. Three dimensional sketch(es)
iv. Study model(s)
v. Final materials selections

2. Interior Design

a. Interior design/documentation services during the design development phase consisting of continued development and expansion of interior schematic design documents to establish the final scope, relationship, forms, size, and appearance of the project through:

i. Partition and furniture plan for each office floor
ii. Partition and furniture/equipment plans for tenant special spaces
iii. Reflected ceiling/lighting plan for each partition/furniture plan noted above
iv. Power/communications plan for each partition/furniture plan noted above
v. Interior elevations
vi. Typical construction details
vii. Detail designs for built–in furniture associated with reception areas, pantries, storage/mail/copy centers, and special multi–purpose conference, meeting, or training rooms
viii. Three–dimension sketches
ix. Final material selections

3. Structural

a. Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

i. Basic structural modifications, systems, and dimensions
ii. Final structural design criteria
iii. Preliminary sizing of major structural components
iv. Critical coordination clearances
v. Outline Specification or materials lists

4. Mechanical

a. Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications and drawings consisting of:

i. Floor plans
ii. Equipment room layouts
iii. Riser diagrams
iv. Preliminary equipment schedules

5. Electrical

a. Electrical Design/Documentation services during the Design Development Phases consisting of continued development and expansion of electrical power service and

distribution Schematic Design Documents and development of Outline Specifications and drawings consisting of:

i. Typical floor plans
ii. Major equipment room layouts
iii. Riser diagrams
iv. Preliminary equipment schedule

6. Specialist Consultants

a. Specialist Consultant Design/Documentation services during the Design Development Phase consisting of continued development and expansion of special systems, Schematic Design Documents and development of Outline Specifications and drawings consisting of:

i. Floor plans
ii. Major equipment room layouts
iii. Riser diagrams
iv. Preliminary equipment schedule

7. LEED

a. SOM will update the LEED Scorecard and Tracking Matrix based on the design development documents and submit to project team members.

8. Cost Estimating

a. The Architect shall prepare an updated estimate of probable construction costs based on the Design Development Documents.

9. Specifications

a. Specifications services during the Design Development Phase consisting of:

i. Presentation for Client's approval of proposed General and Supplementary Conditions of the Contract for Construction for Client's approval
ii. Development of Outline Specifications or itemized lists in brief form with identification of significant materials, systems and equipment and their criteria and quality standard

10. Meetings

a. Design Review Meeting
b. Project Steering Committee Meetings
c. Project Executive Committee Meetings
d. Design Development Presentation
e. OCC Meeting (1)
f. Secret Service Meeting (1)

11. Deliverables

a. Reports

i. Comment Review Report

- Five (5) calendar days from receipt of Design Development comments from CFPB
- Formatted to Letter–size (8 ½" x 11")

- One (1) bound hardcopy
- One (1) softcopy in pdf format via email

b. Calculations

i. Preliminary Engineering Calculations

- Formatted to Letter–size (8 ½" x 11")
- One (1) bound hardcopy
- One (1) softcopy in pdf format on DVD

c. Estimate of Probable Construction Costs

i. Preliminary Estimate of Construction Costs based on Design Development Documents

- Formatted to Letter–size (8 ½" x 11")
- One (1) bound hardcopy
- One (1) softcopy in pdf format on DVD

d. Drawings

i. Design Development Drawings per the attached Appendix A "Drawing Information"

- Formatted to Arch E1 size paper (30"x42")
- Six (6) bound hardcopies
- One (1) softcopy in pdf format on DVD

e. Specifications

i. Design Development Specifications

- Formatted to Letter–size (8 ½" x 11") paper.
- Six (6) bound hardcopies
- One (1) softcopy in pdf format on DVD

G. Construction Documents Phase Services (90%, 100%)

In the Construction Documents Phase the Architect shall provide those services designated below as may be necessary to prepare from the approved Design Development Documents, for approval by the Client, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. All required documents shall be signed and sealed by a professional registered for their respective discipline in the District of Columbia. Drawing submittals will be made at the 95% Construction Documents and 100% Construction Documents milestones.

The following descriptions shall apply to Construction Documents Phase services:

1. Architecture/Demolition

a. Architectural Design/Documentation services during the Construction Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

b. Demolition drawings shall be limited to general demolition locations and do not include means or methods or sheeting, shoring, temporary works associated with demolition (including sidewalks and bridges.)

2. Interior Design
   a. Interior design/documentation services during the construction documents phase consisting of final interior design and furniture drawings and specifications based on approved design development documents setting forth in detail the interior construction requirements for the project.

3. Structural
   a. Structural Design/Documentation services during the Construction Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

4. Civil
   a. Should it be determined in the Site Assessment Phase that additional utilities connections are required, Civil Engineering services shall be provided as an additional service. Civil Design/Documentation services during the Construction Documents Phase consisting of preparation of final electrical Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical civil requirements for the Project.

5. Mechanical
   a. Mechanical Design/Documentation services during the Construction Documents Phase consisting of preparation of final mechanical Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

6. Electrical
   a. Electrical Design/Documentation services during the Construction Documents Phase consisting of preparation of final electrical Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

7. Specialist Consultants
   a. Specialist Consultant Design/Documentation services during the Construction Document Phase consisting of preparation of final special engineering drawings and specifications based on approved Design Development Documents, setting forth in detail the special construction requirements for the project.

8. Specifications
   a. Specifications services during the Construction Documents Phase consisting of activities of in–house architectural personnel in:

      i. Assistance to the Client in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Client and Contractor(s)

ii. Assistance to the Client in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions)

iii. Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project

iv. Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications developed in CSI Masterformat

9. Calculations

a. Building engineering calculations during the Construction Document Phase consisting of bound calculation booklets prepared and approved by the registered professional engineer of record.

10. LEED

a. SOM shall perform a review of the design submission to confirm the status of all targeted LEED credits and required prerequisites. The LEED Scorecard and Tracking Matrix shall be updated and submitted to project team members. LEED credits that are in jeopardy will he identified to determine a remedial plan to ensure LEED certification can achieved.

b. The Architect shall monitor LEED Online to ensure that LEED Templates and documentation from responsible design team members are being uploaded. The Architect will follow up with design team members to determine status of LEED documentation and ensure timely uploads.

c. The Architect shall continue to coordinate with the design team, on a case–by–case basis, to confirm necessary documentation and/or calculations are completed to confirm credit compliance.

d. The Architect shall provide ongoing advice, during the contract documents stage, regarding potential issues that could affect obtaining LEED certification including research of Credit Interpretation Rulings and/or submitting Credit Interpretations to GBCI.

e. The Architect shall act as the administrator to confirm the design credit LEED Online documentation uploads are compete and then process the LEED Design application and submit to GBCI for certification. The CFPB shall be responsible for fees associated with the LEED Online design phase review.

f. The Architect shall review GBCI audit comments and coordinate with appropriate team member for response and resubmission.

11. Cost Estimating

a. The Architect shall deliver a final estimate of probable construction costs based on the 95% Construction Documents.

12. Meetings
    a. Design Review Meetings (2)
    b. Project Steering Committee Meetings
    c. Project Executive Committee Meetings
    d. OCC Meetings (2)
    e. Secret Service Meetings (2)
    f. LEED Design Review Meeting

13. 90% Deliverables
    a. Reports
        i. Comment Review Report
            - Five (5) calendar days from receipt of 90% Construction Document comments from CFPB
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format via email
    b. Calculations
        i. No Calculations to be submitted in this phase
    c. Estimate of Probable Construction Costs
        i. Final Estimate of Construction Costs based on 90% Construction Documents
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD
    d. Drawings
        i. 90% Construction Document Drawings per the attached Appendix A "Drawing Information"
            - Formatted to Arch E1 size paper (30"x42")
            - Six (6) bound hardcopies
            - One (1) softcopy in pdf format on DVD
    e. Specifications
        i. No Specifications to be submitted in this phase

14. 100% Deliverables
    a. Reports
        i. No Reports to be submitted in this phase
    b. Calculations
        i. Final Engineering Calculations
            - Formatted to Letter–size (8 ½" x 11")
            - One (1) bound hardcopy
            - One (1) softcopy in pdf format on DVD
    c. Estimate of Probable Construction Costs
        i. No Estimate of Probable Construction Costs to be submitted in this phase
    d. Drawings
        i. 100% Construction Document Drawings per the attached Appendix A "Drawing Information"

- Formatted to Arch E1 size paper (30"x42")
- Six (6) bound hardcopies
- One (1) softcopy in pdf format on DVD

e. Specifications

i. 100% Construction Documents Specifications

- Formatted to Letter–size (8 ½" x 11") paper.
- Six (6) bound hardcopies
- One (1) softcopy in pdf format on DVD

H. Bidding Phase Services

In the Bidding and Negotiations Phase the Architects following the Client's approval of the Construction Documents and of the most recent Estimate of Probable Construction Cost, shall provide those services designated for the Architect to assist the Client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, when agreed to by the Client and Architect for the project the Client may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following services shall be provided in the bidding or negotiations phase services:

1. Competitive Bidding
   a. Schedule, facilitate, and minute regular project pre–bid meetings
   b. Coordinate issuance of materials
   c. Reproduce materials as required
   d. Develop a review checklist of materials to distribute for bid
   e. Assist in the preparation of Bid Forms
   f. Assist in the selection of contractors to bid the work
   g. Distribute documents to potential bidders
   h. Answer inquiries from bidders and prepare and issue any necessary addenda to the Bidding Documents

2. Addenda Services
   a. Prepare and distribute addenda as may be required during bidding or negotiation and including supplementary drawings, specifications, instructions and notices of changes in the bidding schedule and procedure.

3. Bid Evaluation Services
   a. Assist client in validation of bids or proposals
   b. Participate in reviews of bids or proposals
   c. Evaluation of bids or proposals
   d. Assist Client in negotiations prior to or following decisions on award of the contract for construction.

4. Contract Award
   a. Notification of Client's contract award.

b. Assistance to the Client/Client's attorney in preparation of construction contract agreement forms for approval by the Client.

c. Preparation and distribution of sets of Client Approved Contract Documents for execution by parties to the contract.

d. Receipt, distribution and processing, for Client's approval, of required certificates of insurance, bonds, and similar documents

e. Preparation and distribution to Contractor, on behalf of the Client, of notice to proceed with the Work.

5. Deliverables
   a. To Be Determined

6. Meetings
   a. To Be Determined

I. Construction Administration Phase Services

In the Construction Contract Administration Phase the Architect shall provide those services designated below necessary for the administration of the construction contract. The following descriptions shall apply to those services:

1. TO BE DETERMINED

J. Post–Construction Administration Phase Services

1. TO BE DETERMINED

3.0 GENERAL INFORMATION

3.1 The Contractor shall submit all Requests For Information (RFI) in writing to the COR. The COR, or other Government personnel as appropriate, will respond to the Contractor as soon as practicable and no later than seven (7) calendar days from the date of request when possible.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work-related materials and products will be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation and delivery at destination at the most economical rate(s), or as otherwise directed by the Government. Packaging and marking will be specified at the task order level.

D.2 LABELING

Each package, report, or other deliverable at the task order level will be accompanied by a letter or other document which identifies the deliverable and indicates whether the Contractor considers the delivered item to be a partial or total satisfaction of the requirement.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-6	INSPECTION – TIME AND MATERIAL AND LABOR HOUR	May 2001

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY - CONTRACTING OFFICER

The Contracting Officer, in accordance with Part 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the contract, and notwithstanding any clauses contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price(s) to cover any increase in cost incurred as a result thereof.

G.1.1 The Contracting Officer is:

Laurent E. Pichet
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW, Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7571
Email: Laurent.Pichet@cfpb.gov

G.2 CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATION AND AUTHORITY

G.2.1. The Contracting Officer's Representative (COR) is:

Michael Davis
Consumer Financial Protection Bureau
Office No.: 202-435-9405
Email: Michael.Davis@cfpb.gov

G.2.2. Performance of work under the contract must be subject to the technical direction of the COR identified, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and/or otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.

G.2.3. Technical direction must be within the scope of the contract requirements. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:

- Constitutes a change of assignment or additional work outside the requirements;
- Constitutes a change as defined in the clause entitled "Changes";
- Causes a change in the contract price or the time required for performance;
- Changes any of the terms, conditions, or requirements of the contract;
- Interferes with the Contractor's right to perform under the terms and conditions of the

contract; or

- Directs, supervises, or otherwise controls the actions of the Contractor's employees.

G.2.4. The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or designee, falls within the limitations in subparagraph 2.3 of this clause, the Contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

G.2.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.3 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

G.3.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

G.3.2 The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov . Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.fib.gov, or by commercial telephone at (866) 973-3131.

G.3.3 If the Contractor is unable to utilize IPP for submitting payment request(s), contact the Contracting Officer to complete an IPP waiver form.

G.3.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov .

G.3.5 Overpayments.

G.3.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments*: *Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

G.3.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

G.4 TRANSPARENCY

The CFPB is dedicated to transparency and plans on making contracts available to the public after award. The Contractor agrees to submit to the Contracting Officer, within ten business days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a ".pdf file" (or similar) of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed documents may be properly withheld.

G.5 NOTIFICATION OF POST AWARD CONFERENCE

Within ten (10) days after contract award, a Post Award Conference may be held with the Contractor by the Contracting Officer. This meeting may be conducted either in person or by phone. Attendees from the Government will include the Contracting Officer, the COR, and any supporting staff considered necessary for effective contract performance. A representative(s) of the contractor familiar with and responsible for both technical and contractual requirements will be required. The Contractor will be notified, by phone, regarding the exact time and location of the meeting.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).

H.2 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or it has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, it shall immediately notify the Contracting Officer and COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and shall not be construed as a waiver by the Government of all schedules or data or of rights or remedies provided by law or under this contract. Failure to give timely notice, however, may preclude later consideration of any request for an extension of the contract period.

H.3 SUBCONTRACTOR/CONSULTANT ARRANGEMENTS

Each task order proposal submitted by the contractor shall identify all subcontract/consultant arrangements proposed for each task order effort. Specifically, the following information shall be provided to the Contracting Officer:

(1) Company name of each subcontractor or the individual name in the case of independent consultants;

(2) Each subcontractor's corporate address; and,

(3) Description of the work to be performed by each subcontract/consultant.

The Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions, or changes in subcontract/consultant arrangements entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above specified items of information for any subcontract/consultant arrangement which the Contractor proposes subsequent to contract award.

The provision of FAR 55.244-4 is incorporated by reference within Section I. The provisions of this clause do not preclude any requirements regarding subcontractors which may be set forth elsewhere in this contract.

H.4 OBLIGATION OF FUNDS

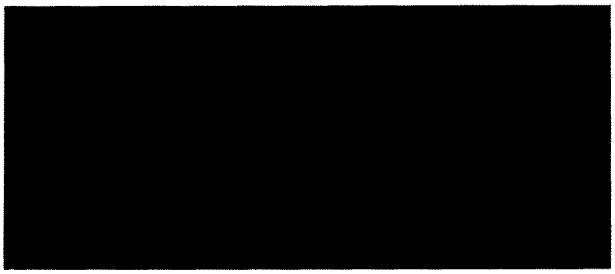
All funds shall be obligated by individual task orders issued against this contract.

H.5 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Government and Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services. The parties recognize that no employer-employee relationship exist or will exist under this contract. The Contractor contracts with the Government to furnish the specified services fully described herein and is accountable to the Government only for furnishing such services, materials, or work ordered. For the purpose of this contract, the Contractor's employees shall not be subject to the supervision of a federal office or employee while engaged in the performance of its duties.

H.6 CONTRACTOR KEY PERSONNEL

All persons proposed by the Contractor are listed below and are classified as key personnel. Any proposed replacement personnel must have equivalent education and experience to that of the person being replaced. Any proposed replacement or additional key personnel require submission of a full resume in advance and approval by the Contracting Officer.



H.7 SPECIALIZED SKILL SERVICES

If the performance of certain work contained in a task order proposal request requires the use of highly specialized services which the Contractor determines cannot be performed utilizing any labor category listed in Section B of this contract, the Contractor must provide in its relevant task order proposal a justification explaining why the services cannot be satisfied using the labor categories listed in Section B of this contract and a proposal to utilize a specified subcontractor suitable for performance of the work required. .

H.8 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save, hold harmless, and indemnify the CFPB against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract to the extent, resulting in whole or

in part from the intentional and/or negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent, or representative of the Contractor or any Subcontractor.

H.9 CONFIDENTIAL OR SENSITIVE INFORMATION

The work to be performed and information released to the Contractor under this contract, including the Contractor's designated key personnel, shall be treated as sensitive in nature and is not to be discussed with or released to anyone except Government employees assigned to the project and other Contractor personnel working on the project. The Contractor is responsible for having all its employees who perform work under this contract or who have access to sensitive information under this contract to execute all Certifications required by the CFPB under this contract and any applicable task order. The CFPB, as it deems appropriate, may require that additional certifications be completed by the contractor at any time during contract performance.

Additionally, any information contained in the solicitation or the work papers related to examination of conditions, reports prepared by, on behalf of, or for the use of the contractor shall not be disclosed to the public, including the Contractor's clients or customers, or to Contractor personnel who are not performing work on the project.

H.10 CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION, OR CONTROLLED INFORMATION

The Contraetor is responsible for having all individuals performing work under this contract complete and sign the following forms located in Section J:

1. Non-Disclosure Agreement (NDA)

H.11 SECURITY REQUIREMENTS.

The contractor recognizes that, in performing this contract, the contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information aequired by the contractor pursuant to the performance of the contract shall not be disclosed by the contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

Under the Contract Disputes Act, any unauthorized disclosure of non-public confidential information, Personally Identifiable Information (PII), or proprietary information is considered a violation of a material term of this contract.

H.11.1 CONTRACTOR PERSONNEL SECURITY

H.11.1.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens or have lawful permanent resident status (at least 3 years or more of US Residency from date of legal entry into the United States).

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release

4. SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

H.11.2 FAR 52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under the contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.
(2) Upon completion of the contractor employee's employment.
(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.

(d) The contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

H.12 TRAVEL AND PER DIEM

If travel- or *per diem* costs are explicitly approved in a Task Order, all non-local travel will be paid in accordance with the provisions of the Federal Travel Regulations (FTR). The Federal Travel Regulations and current per diem rates can be accessed at: www.gsa.gov/ftr.

H.13 NEWS RELEASE

News releases or any other form of publicity concerning this contract shall not be made without prior written approval of the Contracting Officer.

H.14 TASK ORDER PROCEDURES

H.14.1 GENERAL

The Government may order up to the ceiling limitation specified in the contract. All Task Orders are subject to the terms and conditions of the contract. In the event of a conflict between the provisions of a Task Order and the contract, the provisions of the contract shall prevail. The Contractor shall not commence work until authorized by the Contracting Officer through the issuance of a Task Order.

H.14.2 ORDERING PROCEDURES

- The Government will define and develop its requirement, to include the period of performance, deliverables, and description of tasks to be performed.
- The Contracting Officer will issue a Request for Task Order Proposal (RTOP) to the Contractor, specifying the type of Task Order (Firm Fixed-Price, Labor-Hour, or hybrid) to be issued and the deadline for submission of the proposal.
- In addition to any other RTOP submission requirement, the Contractor's response shall include a technical description of the method and approach that will be used to accomplish the required tasks, and, a breakout of all costs to include labor categories and associated hours, as appropriate.
- The Government will evaluate the response to determine the viability of the solution(s) and reasonableness of the proposed price/costs.
- No work shall be performed and no payment will be made except as authorized by an authorized task order subsequent to evaluation and selection.

H.15 NOT-TO-EXCEED (NTE) AMOUNTS

For Task orders issued on a Labor-Hour, Time and Materials, or a hybrid basis where a total ceiling (Not-To-Exceed (NTE)) amount has been identified within the task order, the Government shall not be obligated to pay the Contractor any amount in excess of the stated NTE amount. Moreover, the Contractor shall not be obligated to continue performance if to do so would exceed the applicable ceiling, unless and until the Contracting Officer has provided the Contractor with written notice that the applicable NTE amount has been increased, and has identified the revised NTE ceiling price for performance under the Task Order. The Contractor shall notify the Contracting Officer when it expends 75% of the funds of any Labor-Hour or T&M Task orders.

PART II - CONTRACT CLAUSES

SECTION I, A - CONTRACT CLAUSES (INCORPORATED BY REFERENCE)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2011
52.219-16	LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING	DEC 2010
52.219-28	POST–AWARD SMALL BUSINESS PROGRAM	APR 2012

	REREPRESENTATION	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-10	PAYMENTS UNDER FIXED PRICE ARCHITECT–ENGINEER CONTRACTS	APR 2010
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-26	PROMPT PAYMENT FOR FIXED–PRICE ARCHITECT–ENGINEER CONTRACTS	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS–CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS	APR 1984
52.236-23	RESPONSIBILITY OF THE ARCHITECT–ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT–ENGINEER CONTRACTS	APR 1984
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	JUNE 2003
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984

52.243-4	CHANGES (ALTERNATE III – APR 1984)	AUG 1987
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND OUTSIDE CONSULTANTS (Architect-Engineer Services)	(Aug 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT–ENGINEER)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

SECTION I, B - CONTRACT CLAUSES (INCORPORATED IN FULL TEXT)

I.1 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through sixty (60) months after the date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of $10,000,000;

(2) Any order for a combination of items in excess of [redacted]

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (h), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items)

called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from date of award.

I.4 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 sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

I.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)(AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.6 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) of this clause. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) of this clause, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is [redacted]

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

	ATTACHMENT NUMBER	TITLE	NO. PAGES
1)	J.1	Non-Disclosure Agreement (NDA)	3
2)	J.2	Appendix A Drawing Information	1
3)	J.3	Subcontracting Plan	10

J.1 NON-DISCLOSURE AGREEMENT

Contract # CFP-12-D-00011, Architecture and Engineering Services Support For Courtyard and Interior Space Renovation

Conditional Access to Sensitive but Unclassified Information, or Controlled Information

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information. I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing services under Contract CFP-12-D-00011 resulting from CFPB's Design Services Public Announcement CFP-12-R-00003 posted on FedBizOpps on February 6, 2012. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on the architecture and engineering services under the contract resulting from the subject Public Announcement for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of

SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

8. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12 By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about

individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name (Print) Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____

Consumer Financial Protection Bureau Date

J.2 - APPENDIX A DRAWING INFORMATION

I. CFPB Drawing Deliverables

A. General Drawing Information

1. Professional Status
   i. When required, documents and drawings shall be signed and sealed by a professional registered to practice their respective discipline in the District of Columbia.

2. Document Control
   i. Each drawing shall be provided with a unique document control number.

3. Drawing Preparation
   i. Each drawing shall display an appropriate title block containing the Architect's and CFPB's project information, including the title "CFPB Headquarters Renovations". Titleblocks shall also include the consulting engineer's information where applicable.

   ii. Each drawing shall be given a unique document control number lettered by discipline and numbered per industry standards.

   iii. Each drawing shall contain the following information:
   "Notice: This document is and shall remain the property of the United States Government. No information contained herein may be copied, disclosed, or used for any purpose without the written authorization of the Consumer Financial Protection Bureau"

B. General Matrix Information

1. The Drawing Information Matrices shall serve as a project guideline to determine drawing deliverables status at each Project Milestone.

2. Drawing Matrices are provided for the following major disciplines:
   i. Architecture
   ii. Structural
   iii. Mechanical
   iv. Plumbing
   v. Fire Protection
   vi. Electrical

SMALL BUSINESS SUBCONTRACTING PLAN

Name of Contractor:	Skidmore Owings & Merrill LLP (Hereinafter referred to as "SOM")
Contractor's Address:	2001 K Street NW, Washington, DC 20006
Solicitation Number:	CFP-12-D-00011
Item/Service:	Architect-Engineering Services
Total Amount of Contract:	[redacted]
Period of Performance:	09/17/2012 – 09/17/2017

* Federal Acquisition Regulation (FAR), paragraph 19.708(b)(1)) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government's solicitation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a federal government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. **TYPE OF PLAN (check one)**

- Individual Plan / **YES**
- Master Plan / **[NO]**
- Commercial Plan / **[NO]**

2. GOALS

a. Total estimated dollar value and percent of planned subcontracting with small businesses (including Alaska Native Corporations (ANCs) and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes), and women-owned small business concerns): (% of "c")
[redacted] **and 53.0%**

b. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small"): (% of "c")
[redacted] **and 47.0%**

c. Total estimated dollar value of all planned subcontracting for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan; i.e., the sum of a and b above: $ (100 Percent)
[redacted] **and 100%**

d. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses: (% of "c")
[redacted] **and 20%**

e. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses: (% of "c")
$ 0 and 0%

f. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses: (% of "c")
[redacted] **and 5%**

g. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (including ANCs and Indian tribes): (% of "c")
[redacted] **and 5%**

h. Total estimated dollar value and percent of planned subcontracting with women-owned small businesses: (% of "c")
[redacted] **and 23%**

3. DESCRIPTION OF PRODUCTS AND/OR SERVICES TO BE SUBCONTRACTED:

Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: i.e., OTHER THAN SMALL BUSINESS (OTHER, e.g., LARGE BUSINESS), SMALL BUSINESS (SB)(including ANCs and Indian tribes), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SD/VOSB), HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS (SDB) (including ANCs and Indian tribes), AND WOMEN-OWNED SMALL BUSINESS (WOSB):

(Check all that apply)

SUBCONTRACTED SERVICES	OTSB	SB	VOSB	SDVOSB	HUBZone	SDB (Including ANCs & Indian Tribes)	WOSB
Blast & ATFP Engineering		X					X
Landscape Architecture		X					
Survey & Civil Engineering		X					X
Security		X	X				
Waterproofing	X						
AV/IT & Acoustics	X						
Fire & Life Safety Engineering	X						
Acoustics, AV & Telecom	X						
Lighting Design		X					X
Relocation Management							
Furniture Procurement		X	TBD	TBD	TBD	TBD	TBD
Cost Estimating, VE, Phasing & Constructability		X	X				
Irrigation Consulting		X	TBD	TBD	TBD	TBD	TBD
Vertical Transportation	X						
Printing & Reproductions		X	TBD	TBD	TBD	TBD	TBD

4. A DESCRIPTION OF THE METHOD USED TO DEVELOP THE SUBCONTRACTING GOALS:

In response to the solicitation posted by the USACE on November 28, 2007, SOM set out to assemble a team of sub-consultants including Engineers and Specialty Consultants to undertake the anticipated Services described in that solicitation based on the following criteria:

1. Professional qualifications necessary for satisfactory performance of required services.
2. Specialized experience and technical competence of the sub-consulting firm as related to the design of renovations to purpose-built headquarters facilities for the federal government or similar organizations located in dense urban environments and familiarity with the design criteria and construction standards of the Public Building Service of the GSA..
3. Past performance on contracts with Government agencies and private industry in terms of quality of work, cost control and timeliness vis-à-vis project schedules.
4. Specialized experience, if any, in energy conservation, pollution prevention, waste reduction and use of recovered materials.
5. Location of the consulting firm relative to the site, SOM's offices and/or the offices of the CFPB in downtown Washington, DC.
6. Qualified small business concerns including Women-Owned Small Businesses, Small Disadvantaged Businesses, HUB-Zone Small Businesses, Service Disabled Veteran-Owned Small Businesses and Veteran-Owned Small Businesses.

Armed with these criteria and based on various industry forums and networking sessions sponsored by the GSA, USACE and others, SOM set out to identify potential small businesses to consult with SOM regarding the renovation of the CFPB headquarters building.

Considering the importance the CFPB placed on criteria points 1, 2 and 3 above we assembled a core team of design professionals within SOM whose professional experience in the areas of project management, architecture, interior design, structural and MEP engineering satisfied those criteria.

Once the core team was assembled we estimated that there were many opportunities to engage small business enterprises to address the many technical requirements that the renovation may require. Based on this opportunity and absent any specific goals set out by the CFPB we set out the following small business subcontracting goals:

Small Business 50%; Women-Owned Small Business 20%; HUB-Zone Small Business 3.1%; and Veteran-Owned Small Business 20%.

To maintain the high quality our clients expect from us we often reach out first to those firms with whom we have successfully worked previously. Consequently, several of the small business concerns included in our response to the CFPB solicitation submitted in January of this year are businesses with which we have worked for many years on other Government agency

and private industry projects and who have performed admirably on those projects. Those firms include:

1. Susan Brady Lighting Design (WOSB Lighting Design Firm).
2. Wiles Mensch Corporation (WOSB Civil Engineering Firm).
3. Thomas Balsley Landscape Architecture (SB Landscape Architecture Firm).
4. Project Management Services Inc (VOSB Construction Cost Estimating Firm).
5. Hinman Consulting Engineers, Inc (WOSB Blast and ATFP Engineering Firm).
6. Strauchs LLC (VOSB Security Consulting Firm).
7. Crystal McKenzie Inc (WOSB Graphic Design Firm).

In addition to these firms we recognize that there are services we anticipate will be required in future task orders for which additional opportunities to engage other small business enterprises. We have noted many of those opportunities on the first page of our plan.

Since our selection for further negotiation on this contract we have become aware of your interest in including ANCs and Indian Tribes as well as the demise of our proposed geotechnical engineering firm DRW Engineering to which we had anticipated awarding a sub-contract.

5. A DESCRIPTION OF THE METHOD USED TO IDENTIFY POTENTIAL SOURCES FOR SOLICITATION PURPOSES.

SOM's methodology for using sources to identify potential Small Business firms appropriate for the NMUSA project included:

- Seeking out qualified firms we have met through the various Industry Day conferences sponsored by the GSA and the USACE.
- Contacting Small Business firms known to SOM through our decades of experience in forming high quality consultant teams
- Verifying the status of potential firms using the on-line Central Contractor Registration system

6. INDIRECT COSTS:

A. Indirect and overhead costs ___HAVE BEEN or _X_HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)
B. If indirect or overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran-owned small business concerns.

7. PROGRAM ADMINISTRATOR

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name:
Title:
Address:

Telephone:
Facsimile:
E-mail:

The Subcontracting Plan Administrator will have general overall responsibility for the SOM's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business; and assure that small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services they are capable of providing;
b. Developing and maintaining bidder's lists of small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns from all possible sources;
c. Ensuring periodic rotation of potential subcontractors on bidders lists;
d. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small businesses;
e. Make arrangements to identify small, veteran-owned small (including ANCs and Indian tribes) , service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small businesses through multiple sources such as SBA's SUB-Net (http://web.sba.gov/subnet/), the CCR Dynamic Small Business Search (http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business, minority associations, and contact with federal agencies' Small Business Specialists;

f. Overseeing the establishment and maintenance of contract and subcontract award records;
g. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
h. Ensure that small (including ANCs and Indian tribes), veteran owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures;
j. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
k. Preparing, and submitting timely, required subcontract reports;
l. Coordinating the company's activities during the conduct of compliance reviews by federal agencies;
m. Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small businesses.

8. EQUITABLE OPPORTUNITY

The following outreach efforts will be taken to ensure that small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns will have an equitable opportunity to compete for subcontracts.

These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:
   - Contacting minority, women's, and small business trade associations;
   - Contacting business development organizations;
   - Attending small, veteran's, minority, and women's business procurement conferences and trade fairs;
   - Locating sources from the Central Contractor Registration (CCR) Dynamic Small Business Search;
   - Utilizing newspaper and magazine ads to encourage new sources.
   - Posting Notices of Sources Sought and/or Requests for Proposals or Requests for Quotations on SBA's SUB-Net.

b. Internal efforts to guide and encourage purchasing personnel:
   1. Presenting workshops, seminars, and training programs;
   2. Establishing, maintaining, and using small, veteran-owned small (including ANCs and Indian tribes), service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business source lists, guides, and other data for soliciting subcontracts; and
   3. Monitoring activities to evaluate compliance with the subcontracting plan.

9. TECHNICAL ASSISTANCE

SOM will provide as much technical assistance as possible, other than financial assistance, to SB concerns. Technical assistance will include the following consultative services:

a. Review requirements of this plan with SB concerns.

b. Review contract documents with SB concerns.

c. Respond to all written questions and requests for clarification from SB concerns.

d. Provide SB concerns with an overview of design schedule and sequence of work.

e. Review all information received from SB concerns for completeness and accuracy.

f. Assist SB concerns in planning programs to control costs, cash flow, purchasing, record keeping, and reporting procedures.

10. CLAUSE INCLUSION AND FLOWDOWN

SOM will include the clause entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of $550,000 ($1,000,000 for construction of a public facility) will be required to adopt a subcontracting plan similar to this Plan that complies with the requirements of this clause.

11. REPORTING AND COOPERATION

SOM will cooperate in any studies or surveys as may be required and submit periodic reports in order to allow the Government to determine the extent of compliance by SOM with the Subcontracting Plan.

SOM will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms.

SOM will ensure that its "other than small business" subcontractors agree to submit Standard Forms 294 and/or 295.

12. RECORDKEEPING

The following is a recitation of the type of records SOM will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. If SOM does not use Central Contractor Registration Dynamic Small Business Search as our source for small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business concerns, we will list the names of guides and other data identifying such vendors;
b. Organizations contacted in an attempt to locate small (including ANCs and Indian tribes), veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business sources;
c. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than $100,000 indicating: (1) whether small business (including ANCs and Indian tribes) concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether small disadvantaged business (including ANCs and Indian tribes) concerns were solicited, and if not, why not; (6) whether women-owned small business concerns were solicited, and if not, why not; and (7) if applicable, the reason that the award was not made to a small business concern; and
d. Records to support other outreach efforts, e. g., trade associations, business development organizations; conferences and trade fairs to locate small (including ANCs and Indian tribes), HUBZone small, small disadvantaged (including ANCs and Indian tribes), and women-owned small business sources; and veterans service organizations;

On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)

13. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 52.219-8(a) requires SOM to establish and use procedures to ensure timely payment of amounts due pursuant to the terms of SOM's subcontracts with small, HUBZone small, small disadvantaged, women-owned small, and service-disabled veteran small business concerns.

SOM has established and uses such procedures.

This Subcontracting Plan was submitted by:

SIGNATURE:	
TYPED NAME:	
TITLE:	
DATE PREPARED:	September 07, 2012
CFPB Approval:	
AGENCY:	U.S. Consumer Financial Protection Bureau
SIGNATURE:	Laurent E. Pichet
TYPED NAME:	Laurent E. Pichet
TITLE:	Contracting Officer
DATE APPROVED:	09/07/2012

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

1. REQUISITION NUMBER	PAGE	OF
CFP-90300-13-0086	1	43

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
GS00Q09BGD0050	07/01/2013	TPDCFP13K0058		

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: S. Daugherty Parkersburg WV 26101	BPD-SDAUGHER	[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR: [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] EDWOSB [ ] 8(A) NAICS: 541512 SIZE STANDARD: $25.5	SEE SCHEDULE	NET 30 PROMPT PAY

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ]		[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFPB Attn: Dickson Jesurobo 1700 G Street NW Washington DC 20552-0003	CFPB	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
SMARTRONIX INC. 44150 SMARTRONIX WAY HOLLYWOOD MD 20636-3172 TELEPHONE NO. 301-373-6000 x314	965091606		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	The Bureau of the Public Debt on behalf of the Consumer Financial Protection Bureau (CFPB) is issuing this task order against GSA's Alliant Contract No. GS00Q09BGD0050. This task order is for Cloud Infrastructure and System Administration Services to operate CFPB's web-based computing applications in a cloud-based computing environment in accordance with the attached statement of work. This is a time and materials task order with a *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$3,038,245.49

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF ____ OFFER DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
Melinda Arnsworthy Sr. Contracts Specialist	6/28/13	CAREY N. GROPP	06/28/2013

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	five (5) month period of performance. Contractor POC: Melinda Armsworthy E-mail: marmsworthy@smartronix.com Telephone: 301-373-6000 x314 Government POC/COR: Dickson Jesuorobo E-mail: dickson.jesuorobo@cfpb.gov Telephone: 202-435-9025 Government Alternate POC/COR: John Braun E-mail: john.braun@cfpb.gov Telephone: 202-435-9507 Invoice Terms: For services payments are to be made monthly in arrears. For supplies pay as a product Net 30 days from receipt/acceptance of a proper invoice. Supplemental Terms, Conditions and Clauses are attached hereto and hereby incorporated. Period of Performance: 07/01/2013 to 11/30/2013				
0001	Cloud Infrastructure and System Administration Services-Labor Contractor may exceed the established hours by Continued ...				[redacted]

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS00Q09BGD0050/TPDCFP13K0058	3	43

NAME OF OFFEROR OR CONTRACTOR

SMARTRONIX INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	labor category as detailed below; however, shall not exceed the total maximum dollar amount. Employee/Labor Category/Rate.Estimated Hours: [redacted]/OS Admin/[redacted] [redacted]Project Manager/[redacted] [redacted]/SME Senior/[redacted] [redacted]/Network Specialist Master/[redacted] [redacted]/OS Admin/[redacted] [redacted]/Database Administrator/[redacted] [redacted] [redacted]/Admin-Clerical [redacted] [redacted]Architect/[redacted] [redacted]/Project Manager/[redacted] TBD/Network Specialist Master/[redacted] TBD/Backup [redacted] TBD/DBA/S[redacted] TBD/Tech Writer[redacted] TBD/Security-Patch/[redacted] TBD/Network S[redacted]ist Master/[redacted] TBD/OS Admin/[redacted] Award Type: Time-and-materials Accounting Info: CFP5577DEXXXXXX-2013-61000001-251003-CFP9030000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Accounting Info: CFP5577DEXXXXXX-2013-61000001-251003-CFP5040000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXX[redacted]XXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted]				
0002	Cloud Infrastructure and System Administration Services-Hardware, Software, Storage, Hosting, and Data transfer				[redacted]
	[redacted]				
	Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS00Q09BGD0050/TPDCFP13K0058	4	43

NAME OF OFFEROR OR CONTRACTOR

SMARTRONIX INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	[redacted]				
	Award Type: Time-and-materials Accounting Info: CFP5577DEXXXXXX-2013-17500001-310301-CFP9030000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] Accounting Info: CFP5577DEXXXXXX-2013-17500001-310301-CFP5040000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Funded: [redacted] After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the order number in the subject line of the e-mail. The total amount of award: $3,038,245.49. The obligation for this award is shown in box 26.				

SUPPLEMENTAL TERMS, CONDITIONS AND CLAUSES

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above, in addition to the work requirements specified in the Statement of Work, the Contractor must ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this delivery order:

X_____ 1194.21 Software applications and operating systems.
_____ 1194.22 Web-based intranet and internet information and applications.
_____ 1194.23 Telecommunications products.
_____ 1194.24 Video and multimedia products.
_____ 1194.25 Self-contained, closed products.
_____ 1194.26 Desktop and portable computers.
_____ 1194.31 Functional Performance Criteria
_____ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The Contractor shall submit a completed Voluntary Product Accessibility Template (VPAT) for each EIT product. By completing the VPAT the Contractor represents that the products comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the VPAT form. The Contractor shall indicate, for each line item, whether each product is compliant or noncompliant with the accessibility standards at 36 CFR 1194.

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

All software which is designed to run on Windows Vista or XP desktops must function without modification to the Federal Desktop Core Configuration (FDCC) security configurations developed by the National Institute of Standards and Technology (NIST), the Department of Defense (DoD) and the Department of Homeland Security (DHS). Software and hardware products that are designed to operate in environments other than the FDCC desktop must have a standard configuration guide published on the NIST website, or the vendor must supply a recommended configuration guide for all configurable security settings.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012)

DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (AUG 2012)

(a) *Definitions.* As used in this clause—
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) The Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, go to https://www.ipp.gov or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at AccountsPayable@bpd.treas.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

The Contractor shall ensure the order number (Block 4 of the SF 1449) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR and Alternate COR are identified in Block 20 of the SF 1449

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated

representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

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 before the contract expiration date.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten (10) business days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

THE BUREAU OF THE PUBLIC DEBT (BPD) ON BEHALF OF THE CONSUMER FINANCIAL PROTECTION BUREAU (CFPB)

Statement of Work

Cloud Infrastructure and System Administration Services

SECTION A – INTRODUCTION

A.1. Background

A.2. Objective

The objective of this Statement of Work is to acquire cloud infrastructure and system administration services to operate the Consumer Financial Protection Bureau (CFPB) Web-based computing applications in a cloud-based computing environment for development, staging and/or production. CFPB is launching a website with the dual purposes of educating the public and collecting information (demographic data, email addresses, and some feedback) from visitors. These objectives will be achieved by technologies including video, weblogs (with comments), etc. possibly including a basic "contact us" form. The CFPB site is expected to generate a large amount of interest at launch and subsequent high-publicity moments, so it will need to be able to handle short but high bursts of predictable and unpredictable increased activity. It is the objective of this effort to have the infrastructure available for use on January 7, 2011.

After the launch of the initial site CFPB anticipates adding more web campaigns, and will require a flexible environment that will allow the agency to fully leverage mobile, personalization, and other emerging new media technologies.

This solicitation is structured in two lots:

- **Cloud Infrastructure Lot (Section C)** provides cloud infrastructure services, including service categories 1, 2, and 3 and additional service categories
- **Cloud System Administration Lot (Section D)** covers system and application administration and operations services in the cloud.

Respondents are encouraged to reply to either or both of the Cloud Infrastructure and Cloud System Administration Lots

A.2.1. Cloud Infrastructure Lot Objectives

CFPB intends to enlist the services of a cloud hosting provider to provide a virtualized hosting environment that will support CFPB in meeting its goals for extending and optimizing its full range of citizen-oriented services, with particular reference to expected high initial public demand and periodic spikes in demand. CFPB envisions the contractor providing a technical foundation which can support developing Internet trends and government needs, be optimized to allow for making the most of new "plug and play" technologies (whether built or bought), and enable the future build out of mobile, profiling, personalization, and/or syndication and aggregation. If successful in initial rollout, the Government intends to utilize the contractor's services to meet the on-going computing needs of the CFPB.

A.2.2. Cloud System Administration Lot Objectives
CFPB intends to enlist the services of a cloud system administration provider to configure, manage, deploy, scale, maintain and operate the CFPB applications on the selected cloud infrastructure. CFPB envisions the contractor providing an expert technical operations and management team which can advise the agency on optimal cloud operations practices, recommend cloud deployment architectures and alternatives, design and implement automated scaling processes, implement both day-to-day and emergency procedures, deploy and monitor CFPB applications, provide performance reporting and metrics, and ensure the overall reliable, responsive operation of the site through both proactive planning and rapid situational response.

A.3. Technical Environment
The Consumer Financial Protection Bureau's initial environment is a collection of web-based services that utilizes a component-based architecture based upon the WordPress Application and Python/Django Framework that may be integrated into any web-based computing environment. Technologically, this will require a Linux-Apache-MySQL-PHP system, which will run Wordpress. Additionally, portions of the site will be running custom code which will require Python and Django.

The CFPB web services system uses industry standard technologies such as AJAX (Asynchronous Javascript and XML), XML and Web Services to provide maximum extensibility. Current platform components are:

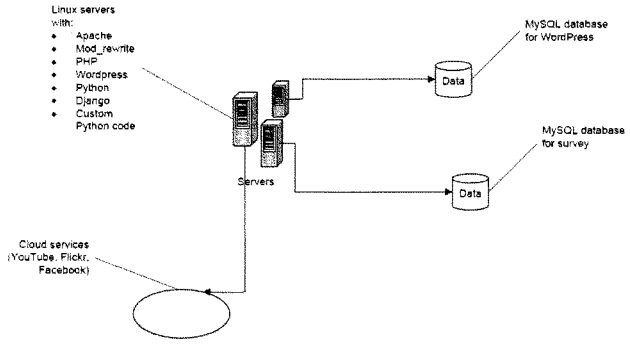
- Linux operating system
- Apache web server with multiple extensions including mod_rewrite
- WordPress blog and content management
- Python scripting and automation
- Django web framework
- MySQL database storage
- PHP web application and scripting services

The data component of the services is a combination of file and database storage and links to externally hosted content such as YouTube-hosted videos, Flickr images, etc. Multiple external linkages are expected to services including FaceBook, Twitter, Google Analytics, etc.
Initial services will be public facing, and extremely high view rates are anticipated with both predictable and unpredictable spikes. The ability to flexibly meet variable demand spikes is a key requirement, and content data network capabilities and caching strategies will be crucial.
Initial requirements are:

- Linux-Apache-MySQL-PHP platform as detailed above
- Questionnaire
- Connection to third party email subscription service manager
- Blog (with comments)
- Contact us form
- YouTube embeddable on site
- Flickr embeddable on site
- Wordpress
- Python and Django

Optional but desirable:

- Facebook Connect functionality
- Twitter embedded on site



SECTION B – SERVICES AND PRICES

B.1. Scope

The attached price sheet is included as an indication of the general structure and level of detail required in similar statements of work. Respondents may use the attached sheet, modify it or provide an alternative at a similar level of detail. The objective is a clear understanding of each component of price.

B.2. Phase Out Period

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the contractor shall have personnel on board during the ninety (90) day phase out period. During the phase out period, the contractor shall work with the CFPB and its contractor(s) to ensure a seamless transition of the work performed under this SOW to the successor contractor(s) with no disruption to services.

SECTION C –CLOUD INFRASTRUCTURE SERVICES LOT

C.1. Scope

The requirements comprise a set of integrated dynamically scalable cloud services to include:

- Cloud Storage Services for ad-hoc web-accessible blobbed data storage
- Virtual Machine services for processing, database storage and block data access
- Cloud Web Hosting services to include integrated hosting offerings
- Content delivery services for high-volume caching and delivery of static content

The initial set of services will comprise dynamic web applications including user surveys and blog-like content delivery, static content delivery, and indirect services through links to external sites. Over time the suite of services are expected to comprise a full range of public-facing and internal web-based dynamic service

C1.1. Mandatory, Preferred and Requirements-Based Services

Requirements-Based Services
The respondent is encouraged to bid any combination of service categories 1-3 (Cloud Storage, Virtual Machines, Cloud Web Hosting) of the Cloud Infrastructure Services Lot in order to meet the stated requirements of CFPB. The respondent will be responsible for detailing how the combination of Cloud Infrastructure Services components will meet the CFPB requirements in their response.

Mandatory Services
Characteristics in C.4.1 General Cloud Computing Requirements are mandatory. Respondents should state any limitations or qualifications to the rapid elasticity provision, e.g. if elasticity is provided within a predefined envelope of less elastic services, which is an acceptable but less desirable characteristic.

Characteristics in C.4.2 are mandatory. with the exceptions of Service Provisioning via Application Programming Interface (3), Order Management via Application Programming Interface (24) and Trouble Ticket via Application Program Interface (30) which are preferred.

Characteristics in C.5, Additional Service Categories are mandatory.

Preferred Services
C.4.1 *Elasticity without Limitations or Qualification as to size or timing, or greater size and faster timing is preferred to Elasticity with Limitations*, and C.4.2 *Service Provisioning via Application Programming Interface (API), and Order Management via API* are preferred services that are not mandatory but add to the proposal's quality.

C.2. Capacity Requirements

C.2.1. Processing Requirement Estimates

Our initial estimate is that the architecture for development, test/staging and production environments will require approximately 30 virtual dual-processor machines of 3GHz processing capacity with 6GB of dedicated memory each, for an approximate aggregate processing capacity of 90GHz. Dynamic cloud-based scaling services may be required due to surges in the number of users accessing the website. Therefore, cloud based scaling services should be able to rapidly scale up and down capacity as needed, ideally through automated mechanisms. The agency anticipates significant scale-up during the course of the contract.
Scaling is anticipated at least at the web (Apache) tier, with possibilities for scaling at the application (Django) tier, and replication for business continuity and possible read-only replicas at the data tier. Apache and Django will be supplied by the government.

C.2.2. Storage Requirement Estimates
Initial storage requirements are in the range of 1 Terabyte of mountable block storage and an equivalent amount of cloud object storage, expandable as required.

C.2.3. Content Delivery Network Estimates
A content delivery network capacity with configurable caching and multiple nationwide points of presence will be required for efficient delivery of static web content and possible future delivery of streaming content. Initial estimates are 40GB of content, scalable as required. Much of the initial CDN content will originate from the WordPress SuperCache capability.

C.2.4. Bandwidth Requirement Estimates
The vendor will be required to dynamically allocate bandwidth based on the demands on the website. Initial bandwidth estimates could be between 20 to 100 Mbps.

C.3. Continuity of Operations / Backup Estimates
The website must be continuously available, at multiple geographically dispersed locations. .. Multiple synchronized data and processing locations located in disparate geographic zones will meet the objective of uninterrupted service and continuous operation without a single point of failure. Offsite backup of data with recovery window of under 5 minutes of data loss is desired.

Database services supplying dynamic content will require replicated and synchronized backup machines in dispersed geographic location.

C.4 Tasks
The requirements focus on Cloud service offerings for Cloud Storage, for Virtual Machines (VM), and Cloud Web hosting service. Requirements have been established for each of these functional components.

The Government shall retain ownership of any user created/loaded data and applications hosted on vendor's infrastructure, and maintain the right to request full copies of these at any time.

The requirements are divided into three categories as follows:

- General Cloud Computing Requirements – specifies general requirements for cloud services.
- Cloud Technical Requirements – specifies the technical requirements for enabling the Cloud service offerings.
- Cloud Service Offering (Service Category 1, 2 and 3) Requirements – specifies the requirements for service offerings along with their attributes and the purchase units.

C.4.1. General Cloud Computing Requirements
The Contractor shall provide a Cloud Computing solution that aligns to the following "Essential Characteristics" as defined in the National Institute of Standards and Technology (NIST) Working Definition and described in Table 1 below:

Table 1: General Cloud Computing Requirements

Cloud Characteristic	Definition	General Requirement
1. On-demand self-service	A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service's provider.	The Contractor shall provide the capability for the ordering activity to unilaterally (i.e. without vendor review or approval) provision services.
2. Ubiquitous network access	Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, laptops, and PDAs).	2a. The Contractor shall support internet bandwidth of at least 1Gb/s 2b. The Contractor shall have a minimum of two data center facilities at two different geographic locations in the Continental United States (CONUS) and all services acquired will be guaranteed to reside in CONUS.
3. Location independent resource pooling	The provider's computing resources are pooled to serve all consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. The customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, network bandwidth, and virtual machines.	The Contractor shall support provisioning of practically unlimited storage, computing capacity, memory at 1000 times our minimum resource unit metrics, independently from the physical location of the facilities.
4. Rapid elasticity	Capabilities can be rapidly and elastically provisioned to quickly scale up and rapidly released to quickly scale down. To the consumer, the capabilities available for provisioning often appear to be infinite and can be purchased in any quantity at any time.	The Contractor shall support service provisioning and de-provisioning times (scale up/down), making the service available within near real-time of provisioning request.

Cloud Characteristic	Definition	General Requirement
5. Measured Service	Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported providing transparency for both the provider and consumer of the utilized service.	The Contractor shall offer visibility into service usage via dashboard or similar electronic means.

C.4.2. Cloud Technical Requirements

This section specifies the requirements that are applicable to all Service Categories as mentioned in Section C.4.3. The requirements for this section are divided into the following areas: Service Management and Provisioning; User/Admin Portal; integration requirements; and data center facilities requirements.

C.4.2.1. Service Management and Provisioning Requirements

Service Management and Provisioning requirements address the technical requirements for supporting the provisioning and service management of the cloud Service Offerings described in Section 4.3 of this document. Service provisioning focuses on capabilities required to assign services to users, allocate resources, and services and the monitoring and management of these resources.

Table 2: Service Management and Provisioning Requirements

Service Provisioning	1. The Contractor shall provide the ability to provision virtual machines, storage and bandwidth dynamically (or on-demand), as requested. This shall include any traffic shaping capabilities the Contractor uses. 2. The Contractor shall enable Service Provisioning via customizable online portal/interface (tools). 3. The Contractor should enable Service Provisioning via Application Programming Interface (API). 4. Contractor shall support secure provisioning, de-provisioning and administering [such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) or Secure Shell (SSH)] in its service offerings. 5. The Contractor shall support the terms of service requirement of terminating the service at any time (on-demand). 6. The Contractor shall provide a custom webpage and associated Uniform Resource Locator (URL) that describes the following:

	a. Service Level Agreements (SLAs) b. Help Desk and Technical Support c. Resources (Documentation, Articles/Tutorials, etc) 7. The Contractor shall make the Management Reports described in Section 6 accessible via online interface. These reports shall be available for one year after being created.
Service Level Agreement Management	8. The Contractor shall provide a robust, fault tolerant infrastructure that allows for high availability of **99.5%.** 9. The Contractor shall document and adhere to their SLAs to include: • Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent **(e.g. 99.5%)** • Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime. The Contractor shall describe the outage including description of root-cause and fix. • Service provisioning and de-provisioning times (scale up and down) in near real-time 10. The Contractor shall provide Helpdesk and Technical support services to include system maintenance windows.
Operational Management	11. The Contractor shall manage the network, storage, server and virtualization layer, to include performance of internal technology refresh cycles applicable to this solicitation. 12. The Contractor shall provide a secure, dual factor method of remote access which allows Government designated personnel the ability to perform duties on the hosted infrastructure. 13. The Contractor shall perform patch management appropriate to the scope of their control. 14. The Contractor shall provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements as described in Section D7 – Security Requirements.
DR and COOP	15. The Contractor shall ensure the security of the services and data hosted at their facilities by providing DR (Disaster Recovery) and COOP (Continuity of Operations) capabilities. 16. The Contractor shall perform backup, recovery and refresh operations on a periodic basis.

Backup Requirements	17. All systems in the Virtual Environment shall be backed up with an industry standard solution that allows for the following: 1. Restoration of an individual file or folder on request as outlined in the SLA 2. Daily differential and weekly full backups 3. Backed up on media appropriate for long-term off-site storage 4. Backup of virtual machine files 5. Administer, maintain, and test all virtual machine and system backups in accordance with CFPB standards 6. Back-ups shall be stored in a secure off-site location with weekly transfers from host to storage site on a 6 month rotation schedule. 18. Semi-annual permanent backups shall be retained with the first full backup serving as the first annual backup and the anniversary date for permanent backups.
Data Management	19. The Contractor shall manage data isolation in a multi-tenant environment. 20. The Contractor shall transfer data back in-house either on demand or in case of contract or order termination for any reason. 21. The Contractor shall manage data remanence throughout the data life cycle. 22. The Contractor shall provide security mechanisms for handling data at rest and in transit.

C.4.2.2. User/Admin Portal Requirements

Table 3 below describes User/Admin management requirements:

Table 3: User/Admin Portal Requirements

Order Management	23. The Contractor shall enable Order Management via customizable online portal/interface (tools). 24. The Contractor should enable Order Management via Application Programming Interface (API).
Billing/Invoice Tracking	25. The Contractor shall provide on-line billing capability that will allow customers to see the status of their bills (updated weekly). 26. The Contractor shall provide the ability for the customer agency to track the status of their invoices.

	27. The individual task orders issued under this solicitation will specify a monthly ceiling dollar limitation. When 80% of this dollar limit has been reached, the Contractor shall notify the user, by email and by posting that notification to the website, that the contractor is approaching the 80% threshold for the order. The Contractor shall not bill beyond the approved monthly dollar threshold.
Utilization Monitoring	28. The Contractor shall provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means.
Trouble Management	29. The Contractor shall provide Trouble Ticketing via customizable online portal/interface (tools). 30. The Contractor should provide Trouble Ticketing via API.
User Profile Management	31. The Contractor shall maintain user profiles and present the user with his/her profile at the time of login.

C.4.2.3. Integration Requirements

Table 4 describes Integration requirements for cloud services.

Table 4: Integration Requirements

Application Programming Interfaces (APIs)	32. The Contractor shall provide support to all API's it develops/provides.

C.4.2.4. Data Center Facilities Requirements

Table 5 describes Data Center Facilities requirements.

Table 5: Data Center Facilities Requirements

Internet Access	33. The Contractor shall identify Tier 1 Internet service providers it is peered with, and where this peering occurs. A Tier 1 network is an IP network that participates in the Internet solely via Settlement Free Interconnection, also known as settlement free peering. The Contractor shall provide its Autonomous Number System
Firewalls	34. The Contractor shall implement a firewall policy that allows the Government to administer it remotely, or the Contractor shall administer a firewall policy in accordance with the Government's direction, allowing the Government to have read-only access to inspect the firewall configuration.
LAN/WAN	35. The Contractor's Local Area Network (LAN) shall not impede data transmission. 36. The Contractor shall provide a Wide Area Network (WAN), with a

	minimum of two data center facilities at two different geographic locations in the Continental United States (CONUS) and all services acquired will be guaranteed to reside in CONUS. The Contractor shall provide Internet bandwidth at the minimum of 1 GB. 37. IP Addressing: 1) The Contractor should provide IP address assignment, and if capable, include Dynamic Host Configuration Protocol (DHCP). 2) The Contractor shall provide IP address and IP port assignment on external network interfaces. 3) The Contractor should provide dedicated virtual private network (VPN) connectivity between customer and the vendor. 4) The Contractor shall allow mapping IP addresses to domains owned by the Government, allowing websites or other applications operating in the cloud to be viewed externally as Government URLs and services. 5) The Contractor shall provide an infrastructure that is IPv6 capable.
Data Center Facilities	38. The Contractor shall provide data center facilities including space, power, physical infrastructure (hardware). Upon request from the Government, the hosting Contractor shall provide access to the hosting facility for inspection. 39. The Contractor shall provide data center facilities and the physical and virtual hardware that are located within the Continental United States of America (CONUS).

C.4.3. Cloud Service Offering Requirements

The Cloud Service Offering Requirements have been divided into three distinct services:

- Service Category 1: Cloud Storage (Section C.4.3.1)
- Service Category 2: Virtual Machines (Section C.4.3.2)
- Service Category 3: Cloud Web Hosting (Section C.4.3.3)

The following sections describe the service, service options, service attributes, and service units for the three Service Categories.

C.4.3.1. Service Category 1: CLOUD STORAGE SERVICES

C.4.3.1.1. Cloud Storage Service Requirements

Cloud Storage Services shall consist of the following REQUIRED Services, Service Options, Service Attributes and Service Units.

The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users via Internet through a web browser. Table 7 below

provides a description of the service requirements for Cloud Storage Services. This table describes the requirements for the following:

- **Service** – Provides a high-level description of the functionality of the Cloud Storage Services
- **Service Options** – The service shall support both storage of files and storage of data objects options described in Table 7. The service shall also support PUT, POST, GET, HEAD, DELETE, POST, COPY, and LIST (Table 6)
- **Command/Request** – on Containers/Buckets and Objects/Files as described in Table 6.

Table 6: Command/Request Definitions

Request/Operation	Container/Bucket	Object/File
PUT	PUT operations performed against Container/Bucket are used to create that container	PUT operations against an Object are used add object to the bucket/container and write, overwrite, an object's metadata and content
GET	GET operations performed against Container/Bucket lists information about objects within that container/bucket	GET operations against an Object are used to retrieve objects and the objects' data from the container/bucket
HEAD	HEAD operations against a storage Container are used to determine the number of Objects, and the total bytes of all Objects stored in the Container.	HEAD operations against an Object are used to retrieve object's metadata and other HTTP headers
DELETE	DELETE operations performed against Container/Bucket deletes the container/bucket.	DELETE operations against an Object are used to permanently delete the specified object
POST POST is an alternate form of PUT that enables browser-based uploads	The POST request operation adds an object to a container/bucket using HTML forms.	POST operations against an Object name are used to set and overwrite arbitrary key/value metadata
COPY	The COPY operation creates a new, uniquely named copy of a container/bucket that is already stored.	The COPY operation creates a uniquely name copy of an object/file that is already stored.
LIST	The LIST operation displays the information of a current Container/Bucket.	The LIST operation displays the current objects/files, including metadata.

- **Service Attributes** – All the Service Attributes described in Table 7 shall be provided for all service options as either standalone subservices within the Service or as one or more bundled Service Attributes.

- **Service Units** – Provides the requirements for the minimum purchasable units of the Service Attributes. These Service Units may be purchased at the minimum or in multiples of the minimum. The customer shall be billed for the actual service units used.

Table 7: Cloud Storage Service Requirements

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
Cloud Storage Service • Service shall provide scalable, redundant, dynamic Web-based storage • Service shall provide users with the ability to procure and use data and file storage capabilities remotely via the Internet • Service shall provide file and object data storage capabilities on-demand, dynamically scalable per request and via the Internet	**Storage for files** – ability to store, access and modify computer files within the Cloud infrastructure via the Internet. Files shall be accessible via URL. **Storage for Data Objects** – ability to store, access and modify data objects within the Cloud infrastructure via the Internet **Storage Commands / Requests-** Performing commands regarding files/objects within the Storage service including: PUT, COPY, POST, LIST, GET, DELETE, HEAD	**Storage Space**: Online, on-demand virtual storage for files / objects supporting a single file/object sizes of up to 5GB	GB (gigabyte) of storage used/month
		Data Transfer Bandwidth: Bandwidth utilized to transfer files/objects in/out of the providers infrastructure supporting a minimum of 100GB of data transferred (in and out) via the Internet. If there are costs associated with data transfer over and above ordinary bandwidth charges, or there are special capabilities for bulk transfer, please indicate clearly in Attachment A – Pricing Workbook.	GB (gigabyte) of Data Transfer Bandwidth (In, Out) used/month

C.4.3.1.2. Storage and Bandwidth Tiers

The Contractor shall provide the following pricing tiers for storage (Table 8) and data transfer bandwidth (In, Out) (Table 9). The customer shall be billed only for actual service units used per month. Units shall be measured in Gigabytes (GB). Refer to Attachment A – CLIN Pricing Workbook.

Table 8: Storage Tiers

	Tier 1	Tier 2	Tier 3	Tier 4
	First 50,000 GB/month	50,001 to 100,000 GB /month	100,001 to 300,000 GB /month	Over 300,000 GB/ month

Table 9: Data Transfer Bandwidth Tiers

	Tier 1	Tier 2	Tier 3	Tier 4
	0 to 10,000 GB /month	10,001 to 50,000 GB /month	50,001 to 150,000 GB /month	Over 150,000 GB /month

C.4.3.2. Service Category 2: VIRTUAL MACHINE

C.4.3.2.1. Virtual Machine Requirements

The Virtual Machine Service shall consist of the following REQUIRED Services, Service Options, Service Attributes, and Service Units.

The service shall be available online, on-demand and dynamically scalable up or down per request for service from the end users via Internet through a web browser. Table 10 below provides a description of the service requirements for Virtual Machines. This table describes the requirements for the following:

- **Service** – Provides a high-level description of the functionality of the Virtual Machine Service
- **Service Options** – The service shall support the Central Processing Unit (CPU) and Operating System options described in Table 10..
- **Service Attributes** – The service shall support all the service attributes described in Table 10. The Service Attributes shall be provided as either standalone subservices within the Service or as one or more bundled Service Attributes.
- **Service Units** – The service shall provide the capability to purchase the service attributes in the units described below at a minimum. These Service Units may be purchased at the minimum or in multiples of the minimum.

Table 10: Virtual Machine Service Requirements

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
Virtual Machines- • Service shall provide scalable, redundant, dynamic computing capabilities or virtual machines. • Service shall allow Government users to procure and provision computing services or virtual machine instances online via the Internet. • Service shall allow users to remotely load applications and data onto the computing or virtual machine instance from the Internet. • Configuration and Management of the Virtual Machine shall be enabled via a Web browser over the Internet	**CPU (Central Processing Unit)** - CPU options shall be provided as follows: • A minimum equivalent CPU processor speed of 3 GHz shall be provided. Additional options for CPU Processor Speed may be provided, however it is not required. • A minimum dual processor per VM capability shall be provided. Additional options for processor options may be provided, however it is not required • The CPU shall support 32-bit or 64-bit operations Specify in Attachment A – CLIN Pricing Workbook **Operating System (OS)** – Service shall support at least the following OS: Windows, LINUX. Solaris is optional,. Service shall permit the use of a government-supplied and hardened OS for each supported	**RAM (Random Access Memory)**: Physical memory (RAM) reserved for virtual machine instance or Computing supporting a minimum of 6 GB of RAM. Lower and higher alternatives may be provided, however it is not required	• Per hour usage
		Disk Space Disk Space options allocated for all virtual machines and file data supporting a minimum of 40GB bundled storage.	
		Data Transfer Bandwidth: Bandwidth utilized to transfer data in/out of the provider's infrastructure supporting a minimum of 400GB of data transferred (in and out) via the Internet. If there are costs associated with data transfer over and above ordinary bandwidth charges, or there are special capabilities for	GB (gigabyte) of Data Transfer Bandwidth (In, Out)/month

	type. For each supplied OS specify distribution (e.g. Red Hat Enterprise, SuSE, Ubuntu, Windows Server 2008) and version. Where pricing differences exist based on OS version or distribution please indicate clearly in Attachment A – CLIN Pricing Workbook **Persistence** – Persistent Bundled Storage is retained when the virtual machine instance is stopped or Non-Persistence – Non-Persistence Bundled Storage is released when the virtual instance is stopped. If quoting Non-Persistence VM, the contractor shall provide VM Block storage as defined in Table 10a. Please indicate clearly in which type VM you are providing in Attachment A – CLIN Pricing Workbook.	bulk transfer, please indicate clearly in Attachment A – CLIN Pricing Workbook.	

Table 10a: Virtual Machine Block Storage Service Requirements

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
Disk/Block Storage Service – • Service shall provide scalable, redundant, dynamic Web-based storage • Service shall provide users with the ability to procure and provision block storage capabilities for cloud virtual machines remotely via the Internet. • Service shall provide block storage capabilities on-demand, dynamically scalable per request for virtual machine instances.	• **Block Storage –** Once mounted, the block storage should appear to the virtual machine like any other disk	**Storage Space**: Online, on-demand storage volumes of arbitrary size ranging from 1 GB to at least 1 TB	GB (gigabyte) of storage used/month
		Input/Output (I/O) Requests: Input/Output requests on block storage	Number of 1 Million I/O requests

C.4.3.1.2. Bundling of Virtual Machine Service Attributes

The Contractor shall provide bundles of Virtual Machine service attributes or equivalent as described in Table 11. The Contractor shall provide the data transfer bandwidth pricing tiers as described in Table 12. Additional usage (overage) of Disk Space within a month shall be charged by per GB of disk space usage per hour. Refer to Attachment A – CLIN Pricing Workbook.

Table 11: Virtual Machine Bundles

Service Attribute	1GB Bundle	2Gb Bundle	4 GB Bundle	8 GB Bundle	15.5 GB Bundle
RAM	1024 MB/1 GB	2048 MB/2 GB	4096MB/4GB	8192MB/8GB	15872MB/15.5 GB
Disk Space	40 GB	80 GB	160 GB	320 GB	620 GB

Table 12: Data Transfer Bandwidth Tiers

	Tier 1	Tier 2	Tier 3	Tier 4
	0 to 10,000 GB /month	10,001 to 50,000 GB /month	50,001 to 150,000 GB /month	Over 150,000 GB /month

C.4.3.1.3. Virtual Machine Technical Requirements

The Government retains ownership of all virtual machines, templates, clones, and scripts/applications created with individual task orders issued under this solicitation as well as maintaining the right to request full copies of these virtual machines at any time.
The Government (customer) retains ownership of customer loaded software installed on virtual machines and any application or product that is developed under orders against this solicitation.

The Contractor shall:

1. Provide virtualization services for the customer to be able to spawn on-demand virtual server instances.
2. Support a secure administration interface - such as SSL/TLS or SSH - for the Government designated personnel to remotely administer their virtual instance.
3. Provide the capability to dynamically allocate virtual machines based on load, with no service interruption.
4. Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing.
5. Provide multiple processor virtual machines.
6. Manage processor isolation in a multi-tenant environment.
7. Provide a hypervisor which supports security features such as role-based access controls and auditing of administrative actions.

The Contractor should:

8. Provide a hypervisor which supports hardware-assisted memory virtualization.

C.4.3.2. Service Category 3: CLOUD WEB HOSTING

C.4.3.2.1. Cloud Web Hosting Service requirements

The Cloud Web Hosting Service shall consist of the following REQUIRED Services, Service Options, Service Attributes and Service Units.

The service shall be an available online, on-demand and dynamically scalable up or down per request for service from the end users via Internet through a Web browser. Table 13 provides a description of the service requirements for Cloud Web Hosting Service. This table describes the requirements for the following:

- **Service** – Provides a high-level description of the functionality of the Cloud Web Hosting Service.
- **Service Options** – The service shall support the Central Processing Unit (CPU) and Operating Systems options described in the Table 13.
- **Service Attributes** – The service shall provide the service attributes described in the Table 13 for all of the Service Options. The Service Attributes shall be provided as either standalone subservices within the Service or as one or more bundled Service Attributes.
- **Service Units** – The service shall provide the capability to purchase the service attributes in the units described below at a minimum. These Service Units may be purchased at the minimum or in multiples of the minimum.

Table 13: Cloud Web Hosting Service Requirements

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
Cloud Web Hosting – • Cloud Web hosting service shall provide Web application hosting services in the cloud enabling scalable, redundant, dynamic web hosting service. • Cloud Web hosting service shall allow Government users to procure and provision Web hosting service online via the Internet. • Cloud Web hosting service shall allow users to securely load applications and data onto the	**CPU (Central Processor Unit)** - CPU options shall be provided as follows: • A minimum equivalent CPU processor speed of 3 GHz shall be provided. Additional options for CPU Processor Speed may be provided, however it is not required. • A minimum dual processor per VM capability shall be provided. Additional options for processor options may be provided, however it is not required	**Disk Space** Disk Space allocated over and above OS, required website software and additional software shall be a minimum of 10GB of persistent storage **RAM (Random Access Memory)**: Physical memory (RAM) reserved for virtual machine instance or Computing supporting a minimum of 6 GB of RAM. Lower and higher alternatives may be provided, however it is not required	GB of Disk Space per month GB of Memory per Virtual Instance

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
provider's service remotely from the Internet. • Configuration of Cloud Web hosting service shall be configured via a Web browser over the Internet.	• The CPU environment shall support 32-bit or 64-bit operations **Operating System (OS)** – Service shall support at least the following OS: Windows, LINUX. Solaris is optional,. Service shall permit the use of a government-supplied and hardened OS for each supported type. . For each supplied OS specify distribution (e.g. Red Hat Enterprise, SuSE, Ubuntu, Windows Server 2008) and version. Where pricing differences exist based on OS version or distribution please indicate clearly in Attachment A – CLIN Pricing Workbook. **Required website software includes:** • MySQL Database instances Specify version. Where pricing differences exist based on Database versions indicate clearly in	**Data Transfer Bandwidth**: Bandwidth utilized to transfer data in/out of the provider's infrastructure shall support a minimum of 300GB of data transferred via the Internet. The Contractor shall support Content Delivery Network (CDN) capabilities directly or through a partner, to provide balanced delivery of content nationwide. If there are costs associated with data transfer over and above ordinary bandwidth charges, or there are special capabilities for bulk transfer, please indicate clearly in Attachment A – Pricing Template.	GB (gigabyte) of Bandwidth per month (In, Out)

Service Description	Service Options	Service Attributes (key subservices that can be applied to the Service Options)	Service Units (purchasable units of service attributes)
	Attachment A – CLIN Pricing Workbook. • Web Server software: Apache, minimum V2 • Application services capable of conveying web requests to database. • DNS (Domain Name System) • DNS Sec (Domain Name System Security Extensions) • The Contractor shall permit any additional software that is provided by the Government for operation in the cloud The Service shall support database backup/restore **Additional software may be offered as an option.** Where pricing differences exist based on additional software please indicate clearly in Attachment A – CLIN Pricing Workbook. Additional software may be included with packages, but they are not required to be included with an OS.		

C.4.3.2.2. Bundling of Cloud Web Hosting Service Attributes
The Contractor shall provide the following bundles of Cloud Web Hosting Service attributes. The service shall be charged monthly. Additional usage (overage) of service attributes within a month shall be charged by the service units mentioned above.

Table 14: Cloud Web Hosting Services Bundling

Service Attribute	10GB Bundle	50GB Bundle	150 GB Bundle
Storage	10 GB	50 GB	150 GB
Data Transfer Bandwidth (In, Out)	300 GB	500GB	1500 GB

C.5. Additional Service Categories

C.5.1. Internet Facing DNS Services

The Contractor shall provide detailed documentation and pricing schedule for providing Internet facing DNS services. This option shall include:

General Requirements

The Contractor shall provide the following:

1) Provide at least 2 DNS servers in geographically diverse locations.
2) Provide DNS hosting for FedSpace designated domains.
3) Allow DNS "root" or "null" records to contain a "CNAME" or alias record (optional but highly desired).
4) Provide a mechanism for adding or changing records.
5) Provide a way to add new domains as necessary with pricing for such included within your pricing proposal.

C.5.2. SMTP and Additional Service Integration
The proposed solution shall have the ability, through user developed software to integrate with SMTP services, including SMTP relay, as well as other ancillary network services.

C.5.3. Scaling Capabilities
The proposed solution shall have the capability to rapidly scale up and down to match demand, preferably in a rule-based automated manner. In their response the respondent shall describe the available automated and/or manual capabilities for scaling and any scaling limitations or thresholds.

SECTION D – CLOUD SYSTEM ADMINISTRATION LOT

D.1. Scope

The purpose of the CLOUD SYSTEM ADMINISTRATION LOT is to obtain Contractor support to provide IT cloud system administration support services. The goal is to ensure that the CFPB technology infrastructures are maintained for secure, scalable and stable operation 24 hours a day, 7 days a week.

The Contractor shall, at times, in coordination with the Government, work closely with other government Contractors engaged by the Division to support its IT operations.

The Contractor shall provide System Administration services to manage the infrastructure supporting the CFPB website(s), portal(s) and other hosted applications, including cloud-specific administration to support capabilities such as automatic bursting and scaling, snapshotting, etc. as available in the infrastructure lot.

The Contractor shall support the operation and evolution of the CFPB cloud infrastructure and application delivery platform as described in this statement of work.

The CFPB environment, as described in the CLOUD INFRASTRUCTURE LOT, will initially consist of approximately 30 virtualized servers with the potential to grow to 300 virtual servers over the next two years. Development, staging, and production capabilities will be configured on distinct VLANS in each cloud. The cloud infrastructure services will be configured to provide secure continuity of operations (COOP) for production systems. Designing, delivering and operating a cloud deployment architecture for continuous availability and scalability will be a significant component of system administration responsibilities.

The Cloud Service Provider (CSP) will provide all services and support for the underlying infrastructure-as-a-service components available through the CLOUD INFRASTRUCTURE LOT, including hardware, storage, and centralized backup services. The cloud virtual servers will be created and maintained remotely through the use of a Service provider Portal Console, and by means of VPN/SSH access by the Government managed system administrators to be acquired through this SOW.

Application software packages may include, but are not limited to, Python, Django, Apache 2 web server, including mod_rewrite and a wide range of modules, PHP with or without FPM, custom java, php and ruby applications,, MySQL database servers, and Word Press. Operating Systems include a hardened Linux variant and in the future may include other applications in a Microsoft Windows environment

D.2. Tasks

The Contractor shall perform the following system administration tasks:

1. System Management
2. System Security
3. System Backup and Restoration

4. System Access and User Administration
5. Operating System and Application Administration
6. Electronic Media Management
7. Electronic Data and File Transfers
8. System Change Control
9. System Capacity Planning
10. System Documentation and Maintenance
11. Application Environment Migration Requirements
12. Monitoring, Troubleshooting and Problem Resolution
13. System Change Proposals
14. System Evaluation
15. Disaster Recovery and Continuity of Operations planning and execution
16. Security Scanning
17. Project Management

D2.1. SYSTEM ADMINISTRATION TASK REQUIREMENTS

D2.1.1. System Management/Maintenance of System Operations

The Contractor shall perform all activities to keep the CFPB websites and other hosted systems (development, staging and production) operating at peak performance with minimal downtime including outage and downtime response, monitoring the system to ensure normal and acceptable operations, performance and availability of the system. Activities will include creating and maintaining virtual machines (VM) and VM templates, installing/deploying and upgrading systems, managing network and system resources, planning and executing cloud architectures and designing and operating cloud-specific processes such as automated backups and automated scaling.

Subject to CFPB review, the contractor shall design, document, operate and maintain a scaling architecture for managing the CFPB cloud infrastructure to support scalable adequate performance at optimal cost. Automated rule-based scaling will be the preferred technique, if available from the cloud infrastructure.

Subject to CFPB review, the contractor shall design, document, operate and maintain a continuous operations cloud deployment architecture for managing the CFPB infrastructure with continuous availability at optimal cost. Multiple zone-based deployment and database replication without a single point of failure will be the preferred techniques, if available through the selected cloud infrastructure.

The Contractor shall regularly consult and interface with CFPB staff, management, and its other Contractors in order to support the CFPB websites and other hosted applications. The Contractor shall coordinate the installation and testing of applications in the environments, provide defect reports and mitigation strategies, and maintain a schedule of implementation related tasks.

The contractor shall provide support, configure, and permit external connectivity to third-party Web Services and external applications.

D2.1.2. System Security
The Contractor shall implement security measures to ensure the systems are operating within acceptable levels of risk and work with other information systems security personnel to assure that system security measures and configuration are documented and approved with security managers. The Contractor shall maintain firewall rules, review system and application log files, configure system antivirus software, and monitor intrusion detection systems. The Contractor shall respond to security incidents and participate on CFPB Incident Response Team for incident mitigation and resolution.

D2.1.3. System Backup and Restoration
The Contractor shall install and configure system backup software, run and monitor scheduled backups of the system and data files, perform restoration of system and data files as necessary, and execute periodic tests to ensure backups can reconstruct working systems with-in CFPB guidelines.

D2.1.4. System Access and User Administration
The Contractor shall establish and monitor system access controls and user accounts to ensure data access is limited to authorized personnel, and to provide access to accounts, files, and work areas for those users requiring access.

D2.1.5. Operating System and Application Administration
The Contractor shall install and configure operating systems and various application software packages, configure environments, and deploy custom, open source, and commercial off- the-shelf (COTS) applications in the CFPB environments anticipated to include Linux, Microsoft Windows Server, LDAP, DNS, Apache web servers,, MySQL database server,,Word Press, Django and future software selections. The Contractor shall ensure installed operating systems and software packages are patched and maintained to current version in accordance with Government guidelines and regulations.

D2.1.6. Electronic Media Management
The Contractor shall catalog, store, and manage tapes, disks and other magnetic or electronic media in a secure fashion. The contractor shall design, maintain and operate a media management schema for cloud-based archival and media management as available from the infrastructure provider, such as snapshot rosters and rotations.

D2.1.7. Electronic Data and File Transfers
The Contractor shall receive applications and data, and transfer and deploy them to the hosted environments.

D2.1.8. System Change Control
The Contractor shall document, schedule, test, and implement all changes to the environments, including hardware, software, and network modifications, in accordance with CFPB's change control process. The Contractor shall install and monitor tools to perform configuration assessment and change auditing, and address regulatory and security-compliance issues.

D2.1.9. System Capacity Planning
The Contractor shall collect and report required systems performance metrics, documenting and reporting any situation where increases in processing, scaling or storage capabilities are required for continued successful operation of the environments.

D2.1.10. System Documentation and Maintenance
The Contractor shall maintain system and procedural documentation related to the environments.

D2.1.11. Application Environment Migration Requirements
The contractor shall support migration methods for CFPB systems including private LAN integration with provider network via secure channel(s), such as site-to-site VPN tunnel(s). The contractor shall provide migration planning and migration support, such as configuring external connections to the hosted infrastructure and the ability to upload database backups and VM images to the hosting environment. The contractor shall coordinate all system availability impact during the migration and subsequent cutover to the service provider infrastructure and be approved by CFPB before execution. At CFPB's direction, the contractor shall implement system "lock-down" processes to ensure that critical systems are not changed during anticipated periods of peak or business-critical utilization.

D2.1.12. Monitoring, Troubleshooting and Problem Resolution
The Contractor shall install and configure tools to monitor systems and components for performance and availability. The Contractor shall record, track, and provide timely response and resolution to system performance and availability issues. The Contractor shall troubleshoot network, system, and application problems and coordinate and track warranty/maintenance provider for systems.

D2.1.13. System Change Proposals
The Contractor shall provide system change proposals of systems and provide alternative solutions to current or newly requested processing requirements.

D2.1.14. System Evaluation
The Contractor shall provide technical evaluation of systems and provide alternative solutions to current or newly requested processing requirements.

D2.1.15. System Maintenance
The Contractor shall coordinate the installation and repair of systems and network hardware with other system information personnel, and perform minor system installation to ensure proper functionality of systems. If a virtual private network is required, the contractor shall coordinate the setup of the VPN with the cloud infrastructure provider.

D2.1.16. Disaster Recovery and Continuity of Operations
The Contractor shall coordinate the installation and configuration of systems to provide disaster recovery and continuity of operations (COOP) in the event of a disaster. The Contractor shall participate on CFPB COOP Team.

D2.1.17. Project Management
The Contractor shall provide any necessary project management to ensure that all tasks in the project are accomplished within scope and budget, and to ensure the timely completion of work

and receipt of deliverables. Project management should not exceed ten (10) hours per weekly period.

The Contractor shall:

- Provide all necessary staff to perform the tasks.
- Provide all additional equipment necessary to conduct testing and prepare reports and/or presentations.
- Participate in meetings and provide meeting notes.

Deliverables:

- Weekly Task Report on the status of work assigned and performed during the reporting period, including the identification of issues related to tasks listed in 4.1.1 – 4.1.16 where applicable.
- Monthly Operations Report to include system availability summary, system capacity summary, vulnerability summary, risk assessment, and incident tracking summary.

D.3. OTHER DIRECT COSTS (ODCs)

All ODC Costs are subject to Government approval.

D3.1. Hardware, Software and Tools

Hardware, Software, and Tools requirements may occur during this period of performance. Since these costs cannot be accurately forecast at this time, they are awarded on a cost reimbursable basis, after approval of the government. .

In the event that Hardware/Software/Tools are required, all requests must be approved in writing by the Contracting Officer's Technical Representative (COTR) prior to incurring costs.

D.4. SECURITY REQUIREMENTS

D.4.1. Overview

Below provides CFPB's minimum requirements for a Moderate Impact Cloud Computing (CC) Infrastructure as a Service (IaaS) Offering. In CC, security responsibilities are shared between the Contractor and the Consumer, in this case a Federal Government Agency. The Contractor is responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure and present Virtual Machines (VMs) and IT resources to the consumer. On its part, the Consumer Agency is responsible for the security of the "guest" Operating System (OS) and any additional software, up to and including the applications running on the guest OS.

In a Web Hosting scenario, the Contractor is responsible for securing, monitoring, and maintaining the infrastructure as described above, plus the Web Server software and supporting software (i.e., any data base management systems.) The Consumer Agency is responsible for securing and maintaining the web application. If individual (named) user access is required, the specific Service Level Agreement shall document who is responsible for creating, and maintaining user accounts.

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Authorization with continuous monitoring. National Institute of Standards and Technology Special Publication 800-37, Revision 1, "Guide for applying the Risk Management Framework to Federal Information System". (hereafter described as NIST 800-37) gives guidelines for performing the Assessment and Authorization (A&A) process.

At the Moderate Impact level, an independent third party assessment is required of the Contractor's security controls to determine the extent to which security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. **The CFPB's security staff will be available for consultation during the process, and will review the results before issuing a Assessment and subsequent Authorization decision.** The Government reserves the right to verify the infrastructure and security test results before issuing an Authorization decision.

The Contractor is advised to review the NIST guidance documents (see References below) to determine the level of effort that will be necessary to complete the requirements.

D.4.2. CFPB Security Compliance Requirements

1. Security - The infrastructure being requested is currently rated at Moderate Impact in all three categories (confidentiality, integrity, and availability) as defined in FIPS Pub 199, "Standards for Security Categorization of Federal Information and Information Systems". The three categories are defined as follows:

2. Definitions:

- CONFIDENTIALITY: "Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information..." [44 U.S.C, Sec 3542] A loss of confidentiality is the unauthorized disclosure of information.
- INTEGRITY: "Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity..." [44 U.S.C., Sec 3542] A loss of integrity is the unauthorized modification or destruction of information.
- AVAILABILITY: "Ensuring timely and reliable access to and use of information..." [44 U.S.C., Sec 3542] A loss of availability is the disruption of access to or use of information or an information system.

3. NIST Special Publication 800-53 Revision 3[1], "Recommended Security Controls for Federal Information Systems" (hereafter described as NIST 800-53) defines requirements for compliance to meet the minimum security requirements for a system designated "Moderate Impact". NIST SP 800-53 requirements are viewed as mandatory requirements for which some risks are acceptable, but generally most requirements pertaining to the impact level must be incorporated into the infrastructure. NIST 800-53 controls requiring organization-defined parameters (i.e., password change frequency) shall be consistent with NIST specifications.

[1] http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final-errata.pdf

4. Contractor shall implement the controls from NIST SP 800-53 for a moderate impact system (as defined in FIPS 199).

5. The hosting Contractor shall generally and substantially and in good faith follow NIST guidelines Security guidance. Where there are no procedural guides, use generally accepted industry best practices for IT security.

D.4.2.1. Required Policies and Regulations

Contractors entering into an agreement for services to the CFPB shall be contractually subject to all Federal IT Security standards, policies, and reporting requirements. The Contractor shall meet and comply with all CFPB IT Security Policies and all applicable CFPB and NIST standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.

Contractors are also required to comply with Federal Information Processing Standards (FIPS), the "Special Publications 800 series" guidelines published by NIST, and the requirements of FISMA.

- Federal Information Security Management Act (FISMA) of 2002.
- Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996."
- Privacy Act of 1974 (5 U.S.C. § 552a).
- Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors", August 27, 2004.
- Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources", and Appendix III, "Security of Federal Automated Information Systems", as amended.
- OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."
- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems."
- FIPS PUB 140-2, "Security Requirements for Cryptographic Modules."
- NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems."
- NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems."
- NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems."
- NIST SP 800-37, Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach"
- NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems."
- NIST Special Publication 800-53 Revision 3, "Recommended Security Controls for Federal Information Systems."

- NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems."

D.4.3. Assessment and Authorization (A&A) Activities

The implementation of a new Federal Government IT system requires a formal approval process known as Assessment and Authorization (A&A) process. NIST Special Publication 800-37 and 800-53. "Managing Enterprise Risk", give guidelines for performing the A&A process. The failure to obtain and maintain a valid authorization will be grounds for cancellation of the BPA and termination of any outstanding orders. All NIST 800-53 controls must be tested/assessed continuously.

D.4.3.1. Assessment of System

1. The Contractor shall comply with NIST Special Publication 800-37 requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization. The Contractor shall create, maintain and update the following A&A documentation:

   - System Security Plan (SSP) completed in agreement with NIST Special Publication 800-18, Revision 1. The SSP shall include as appendices required policies and procedures across 18 control families mandated per FIPS 200, Rules of Behavior, and Interconnection Agreements (in agreement with NIST Special Publication 800-47). Contingency Plan (including Disaster Recovery Plan) completed in agreement with NIST Special Publication 800-34.
   - Contingency Plan Test Report
   - Plan of Actions & Milestones
   - Independent Penetration Test Report documenting the results of vulnerability analysis and exploitability of identified vulnerabilities.

   In addition to the above documentation, CFPB recommends (not a requirement) the Contractor employ code analysis tools to examine the software for common flaws and document results in a Code Review Report. The Code Review Report should be submitted as part of the A&A package. Reference NIST 800-53 control SA-11, Enhancement 1 for additional details.

2. Information systems must be assessed whenever there is a significant change to the system's security posture in accordance with NIST Special Publication 800-37 Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach", and CFPB IT Security Procedural Guide 06-30, "Managing Enterprise Risk.

3. At the Moderate impact level, the Contractor will be responsible for providing an independent Security Assessment/Risk Assessment in accordance with The Government reserves the right to perform Penetration Test. If the Government exercises this right, the Contractor shall allow Government employees (or designated third party auditors) to conduct Assessment and Authorization (A&A) activities to include control reviews in accordance with NIST 800-53/NIST 800. Review activities include but are not limited to operating

system vulnerability scanning, web application scanning, and database scanning of applicable systems that support the processing, transportation, storage, or security of Government information. This includes the general support system infrastructure.

4. Identified gaps between required 800-53 controls and the Contractor's implementation as documented in the Security Assessment/Risk Assessment report shall be tracked for mitigation in a Plan of Action and Milestones (POA&M) document completed. Depending on the severity of the gaps, the Government may require them to be remediated before an Authorization to Operate is issued.

5. The Contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

D.4.3.2. Authorization of System

1. The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. The Government reserves the right to conduct on site inspections. The Contractor shall make appropriate personnel available for interviews and documentation during this review. If documentation is considered proprietary or sensitive, these documents may be reviewed on-site under the hosting Contractor's supervision.

D.4.4. Reporting and Continuous Monitoring

Maintenance of the security authorization to operate will be through continuous monitoring of security controls of the Contractors system and its environment of operation to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to CFPB OCIO per the schedules below. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. They allow CFPB OCIO authorizing officials to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur.

D.4.4.1. Deliverables to be provided to the CFPB OCIO, CFPB COTR/ISSO/ISSM Quarterly

1. Plan of Action & Milestones (POA&M) Update
   Reference: NIST 800-53 control CA-5
   Contractor shall provide POA&M updates in accordance with requirements and the schedule set forth in

2. Vulnerability Scanning
   Reference: NIST 800-53 control RA-5

Contractor shall provide vulnerability scan reports from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the quarterly POA&M submission.

D.4.4.2. Deliverables to be provided to the CFPB OCIO, CFPB COTR/ISSO/ISSM Annually

1. Updated C&A documentation including the System Security Plan and Contingency Plan

   i. System Security Plan
   Reference: NIST 800-53 control PL-2
   Contractor shall review and update the System Security Plan annually to ensure the plan is current and accurately described implemented system controls and reflects changes to the Contractor system and its environment of operation. The System Security Plan must be in accordance with NIST 800-18, Revision 1, Guide for Developing Security Plans.

   ii. Contingency Plan
   Reference: NIST 800-53 control CP-2
   Contractor shall provide an annual update to the contingency plan completed in accordance with NIST 800-34, Contingency Planning Guide.

2. User Assessment &Authorization Review Documents
   Reference: NIST 800-53 control AC-2
   Contractor shall provide the results of the annual review and validation of system users' accounts to ensure the continued need for system access. The user assessment and authorization documents will illustrate the organization establishes, activates, modifies, reviews, disables, and removes information system accounts in accordance with documented account management procedures.

3. Separation of Duties Matrix
   Reference: NIST 800-53 control AC-5
   Contractor shall develop and furnish a separation of duties matrix reflecting proper segregation of duties for IT system maintenance, management, and development processes. The separation of duties matrix will be updated or reviewed on an annual basis.

4. Information Security Awareness and Training Records
   Reference: NIST 800-53 control AT-4
   Contractor shall provide the results of security awareness (AT-2) and role-based information security technical training (AT-3). AT-2 requires basic security awareness training for employees and Contractors that support the operation of the Contractor system. AT-3 requires information security technical training to information system security roles. Training shall be consistent with the requirements contained in C.F.R. Part 5 Subpart C (5 C.F.R 930.301) and conducted at least annually.

5. Annual FISMA Assessment
   Reference: NIST 800-53 control CA-2
   Contractor shall deliver the results of the annual FISMA assessment conducted per CFPB CIO IT Security Procedural Guide 04-26, "FISMA Implementation"

6. System(s) Baseline Configuration Standard Document
   Reference: NIST 800-53 control CM-2
   Contractor shall provide a well defined, documented, and up-to-date specification to which the information system is built.

7. System Configuration Settings
   Reference: NIST 800-53 control CM-6
   Contractor shall establish and document mandatory configuration settings for information technology products employed within the information system that reflect the most restrictive mode consistent with operational requirements.
   Configuration settings are the configurable security-related parameters of information technology products that compose the information system. NIST guidelines, Center for Internet Security guidelines (Level 1), or industry best practice guidelines in hardening their systems, as deemed appropriate by the Authorizing Official. System configuration settings will be updated or reviewed on an annual basis.

8. Configuration Management Plan
   Reference: NIST 800-53 control CM-9
   Contractor shall provide an annual update to the Configuration Management Plan for the information system.

9. Contingency Plan Test Report
   Reference: NIST 800-53 control CP-4
   Contractor shall provide a contingency plan test report. A continuity test shall be conducted annually prior to mid-July of each year. Moderate and High impact systems must complete a functional exercise at least once every three years.

10. Incident Response Test Report
    Reference: NIST 800-53 control IR-3
    Contractor shall provide an incident response plan test report documenting results of incident reporting process.

11. Results of Physical Security User Assessment/Authorization Review
    Reference: NIST 800-53 control PE-2
    Contractor shall provide the results of annual reviews and validations of physical access authorizations to facilities supporting the Contractor system to ensure the continued need for physical access.

12. Results of Review of Physical Access Records
    Reference: NIST 800-53 control PE-8
    Contractor shall provide the results of annual reviews and validations of visitor access records to ensure the accuracy and fidelity of collected data.

13. Information System Interconnection Agreements
    Reference: NIST 800-53 control CA-3
    The Contractor shall provide updated Interconnection Security Agreements (ISA) and supporting Memorandum of Agreement/Understanding (MOA/U), completed in accordance with NIST 800-47, "Security Guide for Connecting Information Technology Systems", for

existing and new interconnections. Per NIST 800-47, an interconnection is the direct connection of two or more IT systems for the purpose of sharing data and other information resources through a pipe, such as ISDN, T1, T3, DS3, VPN, etc. Interconnections agreements shall be submitted as appendices to the System Security Plan.

14. Rules of Behavior
Reference: NIST 800-53 control PL-4
Contractor shall define and establish Rules of Behavior for information system users. Rules of Behavior shall be submitted as an appendix to the System Security Plan.

15. Personnel Screening and Security
Reference: NIST 800-53 control PS-3, NIST 800-53 control PS-7
Contractor shall furnish documentation reflecting favorable adjudication of background investigations for all personnel supporting the system. CFPB separates the risk levels for personnel working on Federal computer systems into three categories: Low Risk, Moderate Risk, and High Risk. In accordance with Section C.5.2, number 2, the cost of meeting all security requirements and maintaining assessment and authorization shall be incorporated into the quoted prices.

- Those contract personnel (hereafter known as "Applicant") determined to be in a Low Risk position will require a National Agency Check with Written Inquiries (NACI) investigation.
- Those Applicants determined to be in a Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI) based on the Contracting Officer's (CO) determination.
- Those Applicants determined to be in a High Risk position will require a Background Investigation (BI).

The Contracting Officer, through the Contracting Officer's Technical Representative or Program Manager will ensure that a completed Contractor Information Worksheet (QIW) for each Applicant is forwarded to the Federal Protective Service (FPS) in accordance with the FPS Contractor Suitability and Adjudication Program Implementation Plan dated 20 February 2007. FPS will then contact each Applicant with instructions for completing required forms and releases for the particular type of personnel investigation requested.

Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS, there has been less than a one year break in service, and the position is identified at the same or lower risk level.

Once a favorable FBI Criminal History Check (Fingerprint Check) has been returned, Applicants may receive a CFPB identity credential (if required) and initial access to CFPB information systems.

D.4.4.3. Deliverables to be provided to the CFPB OCIO, CFPB COTR/ISSO/ISSM Biennially

Policies and Procedures

Contractor shall develop and maintain current the following policies and procedures:

1. Access Control Policy and Procedures (NIST 800-53 AC-1)
2. Security Awareness and Training Policy and Procedures (NIST 800-53 AT-1)
3. Audit and Accountability Policy and Procedures (NIST 800-53 AU-1)
4. Identification and Authentication Policy and Procedures (NIST 800-53 IA-1)
5. Incident Response Policy and Procedures
6. System Maintenance Policy and Procedures (NIST 800-53 MA-1)
7. Media Protection Policy and Procedures (NIST 800-53 MP-1)
8. Physical and Environmental Policy and Procedures (NIST 800-53 PE-1)
9. Personnel Security Policy and Procedures (NIST 800-53 PS-1)
10. System and Information Integrity Policy and Procedures (NIST 800-53 SI-1)
11. System and Communication Protection Policy and Procedures (NIST 800-53 SC-1)
12. Key Management Policy (NIST 800-53 SC-12)

D.4.5. Additional Stipulations (as applicable)

1. The deliverables identified in this solicitation shall be labeled "CONTROLLED UNCLASSIFIED INFORMATION" (CUI) or Contractor selected designation per document sensitivity. External transmission/dissemination of FOUO and CUI to or from a Government computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140-2, "Security requirements for Cryptographic Modules."

2. Federal Desktop Core Configuration
   The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows. The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with FDCC Scanner capability to certify their products operate correctly with FDCC configurations and do not alter FDCC settings.

3. As prescribed in the Federal Acquisition Regulation (FAR) clause 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."

4. The Contractor shall cooperate in good faith in defining non-disclosure agreements that other third parties must sign when acting as the Federal government's agent.

5. The Government has the right to perform manual or automated audits, scans, reviews, or other inspections of the vendor's IT environment being used to provide or facilitate services for the Government. In accordance with the Federal Acquisitions Regulations (FAR) clause

52.239-1, the Contractor shall be responsible for the following privacy and security safeguards:

i. The Contractor shall not publish or disclose in any manner, without the Task Ordering Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this Task Order or otherwise provided by the Government. *Exception - Disclosure to a Consumer Agency for purposes of C&A verification.*

ii. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data collected and stored by the Contractor, the Contractor shall afford the Government logical and physical access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of the request. Automated audits shall include, but are not limited to, the following methods:

- Authenticated and unauthenticated operating system/network vulnerability scans
- Authenticated and unauthenticated web application vulnerability scans
- Authenticated and unauthenticated database application vulnerability scans

Automated scans can be performed by Government personnel, or agents acting on behalf of the Government, using Government operated equipment, and Government specified tools. If the vendor chooses to run its own automated scans or audits, results from these scans may, at the Government's discretion, be accepted in lieu of Government performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Government. In addition, the results of vendor-conducted scans shall be provided, in full, to the Government.

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

D.4.6. References

The Federal Information Security Management Act of 2002

NIST SP 800-37, Revision 1 " Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach"

NIST SP 800-41, Revision 1, Guidelines and best practices for DMZ/Firewall.

NIST SP 800-53, Recommended Security Controls for Federal Information Systems and Organizations, Revision 3,

NIST SP 800-53A, Guide for Assessing the Security Control for Federal Information Systems.

NIST SP 800-61, Computer Security. Incident Handling Guide

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-5312

December 15, 2011

Synaptec Software, Inc.
ATTN: Phil Homburger
Subject: Award of Indefinite Delivery Indefinite Quantity (IDIQ) Contract
Contract #: TPD-CFP-12-C-0003 – Matter Management Software Solution (MMS)

Dear Mr. Homburger:

Congratulations! Synaptec Software, Inc. (LawBase) has been selected to fulfill the requirement for a Matter Management Software Solution for the U.S. Department of Treasury, Bureau of Public Debt on behalf of the Consumer Financial Protection Bureau (CFPB). We are enclosing a copy of the award document.

Please review the enclosed contract and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF1449, you acknowledge and accept the terms and conditions of this contract. After signing the documents, please return a copy of the signed forms back to me either electronically at psb3@bpd.treas.gov ATTN: Tina White or via fax to (304) 480-7204.

The designated Contracting Officer's Technical Representative (COTR) will be Neeraj Gupta and the Alternate COTR will be Matthew Teich. Neeraj may be contacted at:
PH: 202-435-7092
Email: neeraj.gupta@cfpb.gov

Matthew may be contacted at:
PH: 202-435-7223
Email: matthew.teich@cfpb.gov

A copy of the designation letters that details the COTR responsibilities and the scope of their authority are enclosed for your records.

After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.

If you have any questions concerning this award, please contact Ms. Tina White at (304) 480-8994 or psb3@bpd.treas.gov, referencing Contract # TPD-CFP-12-C-0003, TW in the subject line.

Sincerely,

Lisa Stanley
Contracting Officer

Enclosures

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

1. REQUISITION NUMBER	PAGE	OF
	1	27

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
-CFP-12-C-0003	12/15/2011		BPD-CFP-11-CI-0005	07/15/2011

FOR SOLICITATION INFORMATION CALL:	7. NAME	8. TELEPHONE NUMBER (No collect calls)	9. OFFER DUE DATE/LOCAL TIME
	ALAN DOTSON		ET

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	X FOR:
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: T. White Parkersburg WV 26101	BPD-TWHITE	[X] UNRESTRICTED OR [ ] SET ASIDE: [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 511210 SIZE STANDARD: $25.00	[ ] EMERGING SMALL BUSINESS [ ] SOLE SOURCE [ ] 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	N/30 PROMPT PAY	[ ]		[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
Task order determined		Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
SYNAPTEC SOFTWARE INC 4155 E. JEWELL AVE. SUITE 600 DENVER CO 80222-4510 TELEPHONE NO.	118826700		ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 CFP@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/CFP

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of the Public Debt (BPD), on behalf of the Consumer Financial Protection Bureau (CFPB), is awarding this single award Indefinite Delivery Indefinite Quantity (IDIQ) contract for a Matter Management Software solution, including related services and maintenance in accordance with the Performance Work Statement (PWS). Synaptec Software, Inc. Phil Homburger Phone: 303-320-4420 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$0.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

[ ] 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
	Phil Homburger - President			LISA R. STANLEY	12-15-2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

LRS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Alternate Phone: 720.536.3213 Email: phil.homburger@lawbase.com CFPB Contracting Officer's Technical Representative (COTR) Neeraj Gupta 202-435-7092 neeraj.gupta@cfpb.gov Alternate COTR: Matthew Teich 202-435-7223 matthew.teich@cfpb.gov This IDIQ contract is awarded for a base of one (1) year, with four (4), one (1) year option periods. Funds are obligated only by issuance of a Contracting Officer signed task order. All task/delivery orders issued against this contract will be firm fixed price. Travel may be required in task order performance and shall be paid in accordance with "TRAVEL INVOICING PROCEDURES" and as specified in each task order. The maximum value of this contract shall not Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:			
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL / 37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED TPD-CFP-12-C-0003	PAGE 3 OF 27

NAME OF OFFEROR OR CONTRACTOR

APTEC SOFTWARE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001					
0002					0.00
0003					0.00
0004					0.00
0005					0.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED TPD-CFP-12-C-0003	PAGE 4	OF 27

NAME OF OFFEROR OR CONTRACTOR
SYNAPTEC SOFTWARE INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUNE 2010)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52. 232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)

INVOICES

Invoices shall be submitted electronically to the e-mail address shown in Block 18a, page 1. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. For payment and invoice questions contact Accounting Services Division at (304) 480-8300.

PAYMENT INFORMATION:

Receive a free email notice of your electronic payment. Register at www.ipp.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS:

Please ensure that the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004) (DEVIATION) (DTAR)

a. The Contracting Officer's Technical Representative(s) will be Neeraj Gupta and he can be reached at 202-622-7092 or at neeraj.gupta@cfpb.gov. The alternate COTR is Matthew Teich and he can be reached at 202-435-7223 or at matthew.teich@cfpb.gov.

b. Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort,

shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

c. Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

1. constitutes a change of assignment or additional work outside the specification(s)/work statement;
2. constitutes a change as defined in the clause titled "Changes";
3. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
4. changes any of the terms, conditions, or specification(s)/work statement of the contract;
5. interferes with the Contractor's right to perform under the terms and conditions of the contract; or
6. directs, supervises or otherwise controls the actions of the contractor's employees.

d. Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause titled "Disputes."

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 before the contract expiration date.

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 the final 30 days of each contract period; 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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(d) Exercise of the option(s) cited shall be in accordance with the term and prices set forth in this contract.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $225.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $800,000.00;

(2) Any order for a combination of items in excess of $1,005,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 30 days.

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is $1,320.00.

(b) The maximum amount of the contract will be $2,200,000.00

TASK ORDER PROPOSAL REQUEST PROCEDURES

a) A request for services will be initiated by the submission of the task proposal request (TPR) as shown in Attachment C by the Contracting Officer's Technical Representative (COTR) to the Contract Administrator. Such requests may be issued by electronic commerce methods at any time during the term of this contract. The Contract

Administrator will send the TPR to the Contractor. The TPR will specify, at a minimum, the following information:

1) The description of the work to be performed.
2) The desired period of performance or required completion date.
3) Reporting requirements and deliverables.
4) Any Government-furnished property or Government furnished information that will be provided to the Contractor.
5) Whether travel is required and how travel will be paid.

b) The Contractor shall provide a written response to the TPR within five (5) calendar days, unless otherwise specified in the TPR. The Contractor's written response shall consist of the following:

1) A technical proposal addressing the required work
2) A detailed work schedule identifying all significant milestones and deliverables.
3) A price proposal for the required work at a firm-fixed rate as stated in the TPR. If travel is required, the Contractor shall provide pricing in accordance with the instructions in the TPR.
4) Invoicing Schedule.

c) The Government will review the proposal. Negotiations may be held until a finalized proposal is accepted by the Government. The Government may negotiate with the Contractor regarding the proposed technical approach, level of effort or any other identified issues.

d) Should the Government determine to proceed with the work identified in the task proposal, a task order will be issued by the CO to specify the work to be performed by the Contractor. Task orders may be transmitted via e-mail. At a minimum, each task order issued under this contract will include the following:

1) A contract and task order number.
2) A description of the work to be performed.
3) The work schedule, period of performance, or required completion date.
4) The reporting requirements and deliverables.
5) The firm fixed price amount and travel, if included.
6) The obligation of funds.
7) The payment schedule/terms.

e) Acceptance of proposals may result in task order(s) being issued subject to the terms and conditions of the contract. In the event of a conflict between a task order and the contract, the terms and conditions of the contract shall prevail.

f) The Contractor shall not proceed with any work until a task order call is issued by the CO. Each task order will indicate an effective date which shall be considered the start date as far as the determination of due date(s) for deliverables is concerned.

g) The TPR neither commits the Government to pay any costs incurred in the submission of any proposal or to make necessary studies for the preparations thereof, nor does it commit the Government to issue a call for such services. The CO is the only individual who can commit the Government to the expenditure of funds in connection with this contract.

CONFIDENTIAL AND SENSITIVE INFORMATION

The Contractor agrees that the work to be performed and information released to the Contractor is, because of the sensitive and confidential nature of such information, sensitive in nature and is not to be disclosed to anyone other than BPD/CFPB employees assigned to the contracted project and other Contractor personnel working on the project. The Contractor agrees to protect all confidential and/or sensitive information received by or provided to the Contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains sensitive or confidential and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the contract, all information provided to or received by the Contractor is deemed confidential and sensitive.

The Contractor shall execute and is responsible for having all of its account team employees and agents working under this contract and/or having access to sensitive information under this contract execute a statement entitled " Attachment A, Non- Disclosure Agreement." This Statement, a copy of which is appended to this contract, provides that sensitive but unclassified information provided to the Contractor or its employees or agents shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the CFPB. Executed copies of this statement must be completed and returned to the CFPB by a duly authorized official of the Contractor and by all Contractor employees or agents who will perform work on the Contract before their work begins. In the event that contractor fails to submit signed Non-Disclosure Agreements prior to beginning work, the effective date of any Non-Disclosure Agreements received after work begins shall be the date of award.

Notwithstanding the forgoing, Contractor may use and disclose claims data to carry out the obligations of the Contractor set forth in this Agreement, or as allowed by law, subject to the provisions set forth in this Agreement.

SECURITY

The contractor shall comply with Federal information systems security requirements as described by the National Institute of Standards and Technology ("NIST") and OMB M-06-16.

The contractor shall provide protection for information and an information system that has been categorized in accordance with Federal Information Processing Standards Publication 199 as moderate (confidentiality), moderate (integrity) and low (availability) impact. Authentication shall comply with that required for a system in which e-authentication assurance level "3" applies (see "E-Authentication Guidance for Federal Agencies" (OMB 04-04) and NIST Special Publication 800-63). Authentication shall not be burdensome and the contractor's method of authentication shall not require users to download or install an application or file on their computers or networks. In addition to the policies described above, adequate data protection includes the following discrete requirements, at a minimum:

- Encrypt all sensitive data in the database (at rest) and in transmission using industry standards approved by CFPB such as 128 bit Secure Sockets Layer;
- Log all computer-readable data extracts and verify each extract, including whether sensitive data has been erased, within ninety (90) days of its use (OMB Memo M-06-16);
- Allow entry into the systems only to authorized individuals;
- Maintain an audit logging capability to record access activity including the user ID, time and date of use, type of transaction, user submitted transactions, initiated transactions, system override events and direct additions, changes or deletions to application maintained data;

- Limit the capability to select functions (e.g., data entry), as well as have the capability to define functional access rights (e.g., to matters, contacts, documents) and data access rights (e.g., record, create, read, see, update and delete) by assigned user ID, functional role and user group. User profiles can be accessed, deleted, modified or changed by the system administrator;
- Allow the system administrator to restrict access to sensitive data elements by named user, user groups or functional role. Restricted data should not even be visible to users who lack permission to view it;
- Ensure that all users have unique user IDs;
- Provide the ability for CFPB to query the audit log by type of access, date and time stamp range, user identification, user group organization code or access point; and
- Ensure that guidelines regarding appropriate Internet access and usage is implemented and enforced. Policies addressing access to and disclosure of electronic mail messages sent or received by employees using the contractor's corporate email system shall also be implemented and enforced. Such guidelines will inform employees that their privacy does not extend to their use of the contractor-provided equipment or supplies.

The contractor is responsible for preparing all certification and accreditation ("C&A") documents described in the Guide for Applying the Risk Management Framework to Federal Information Systems (NIST Special Publication 800-37), coordinating the submission of such documents with CFPB and correcting any deficiencies identified in the C&A process until full accreditation from CFPB is obtained.

To the extent that users are allowed to remote in, or otherwise work outside of physical contractor facilities, users may only utilize contractor-issued and secured equipment and software.

The contractor shall comply with Federal Acquisition Regulation 52.224-1 (Privacy Act notification) and 52.224-2 (Privacy Act), which are incorporated by reference here and elsewhere in this Contract. The latter Federal Acquisition Regulation clause explicitly requires that the contractor comply with the Privacy Act and all implementing agency rules and regulations.

The contractor shall pay particular attention to the Privacy Act's requirements for verifying identity, purpose and authority of the requester before any disclosure of system records, accounting (tracking) of disclosures, protecting the security and integrity of system records from threats and hazards and providing Privacy Act notices to individuals, the text of which shall be supplied by CFPB, when collecting information from such individuals, whether in writing (*e.g.*, notice included on paper or electronic forms used to collect complaints or other data from individuals, etc.) or orally (*e.g.*, recorded or live oral notice given over the telephone to individual callers).

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance

evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

The contractor agrees to submit, within ten business (10) days from the date the contract is awarded a text-based .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Consumer Financial Protection Bureau (CFPB). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this contract requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld. In the event that the CFPB disagrees with the contractor's suggested redactions, the CFPB will provide the contractor with notice prior to posting the contract.

TRAVEL INVOICING PROCEDURES

The Government anticipates travel under this contract and subsequent task orders. When/if travel is required; the COTR will notify the Contractor. Travel costs shall either be included in their firm-fixed-price or be paid in accordance with the Federal Travel Regulations (FTR), FAR 31.205-46, depending on the instructions provided in the task proposal request. Travel receipts shall be submitted to support actual travel charges. If travel is priced in accordance with the FAR 31.205-46, FTR requires that copies of airline, car and lodging invoices and invoices for any single item over $75 be submitted with the Contractor's invoice. In addition, the Contractor shall calculate the allowable per diem for each trip in accordance with the current federal per diem rates and include those figures on the invoice.

52.252-2 – Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/VFFARA.HTM

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

__ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (10) [Reserved]

_X_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

__ (ii) Alternate I (NOV 2011).

__ (iii) Alternate II (NOV 2011).

__ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

_X_ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

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

_X_ (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

__ (17) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (19) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (20) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns
(NOV 2011).

__ (24) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

_X_ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X_ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010)(38 U.S.C. 4212).

_X_ (30) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

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

__ (33) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

__ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (38) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

__ (39)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (JAN 2004) of 52.225-3.

__ (iii) Alternate II (JAN 2004) of 52.225-3.

__ (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

__ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (45) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (46) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (47) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

__ (49) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

((i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS
Attachment A – Non-Disclosure Form
Exhibit A (Attachment B) – License Agreement and Pricing
Attachment C – Task Order Request for Proposal

THE BUREAU OF THE PUBLIC DEBT (BPD) ON BEHALF OF
THE CONSUMER FINANCIAL PROTECTION BUREAU (CFPB)
Performance Work Statement
MATTER MANAGEMENT SYSTEM (MMS)

1. OVERVIEW / BACKGROUND

The Enforcement Division ("Enforcement") and the Office of General Counsel ("OGC") of the Consumer Financial Protection Bureau ("CFPB") will be engaged in complex investigations and legal actions. Enforcement will pursue investigations or legal actions in response to potential and confirmed violations of Federal consumer financial law. These enforcement activities can be in the form of investigative proceedings, administrative hearings, or federal court lawsuits. OGC is responsible for the CFPB's compliance with all applicable laws and will provide legal and ethics advice for and guidance to all parts of the Bureau. OGC will handle defensive litigation, appeals, amicus filings and other legal proceedings for the CFPB.

To accomplish their goals, both Enforcement and OGC will utilize a system that enables managers, staff attorneys, and support staff to organize staff resources, documents, events, schedules, and contacts in an efficient manner, as well as facilitate internal oversight and reporting. This is called a matter management system ("MMS").

Background

On July 21, 2011, the CFPB assumed many of its legal authorities. A matter management system is required to support and manage the execution of CFPB's enforcement and legal authorities and responsibilities. CFPB envisions implementing the MMS in stages, the first of which will allow the Enforcement and OGC Divisions to begin using a baseline version of the system and to conduct training on it as soon as possible. The second stage will be rolled out after allowing sufficient time for the Contractor to work with staff from Enforcement and OGC and the IT division to customize the system to fit the specific needs of the CFPB.

Since Enforcement and OGC will need to begin their work before it is feasible to have an MMS in place, both divisions will begin creating data using interim systems. It is important to minimize the time that the teams use interim systems because any data created using such systems will need to be converted to the new system by the Contractor.

2. OBJECTIVE

The CFPB has been tasked with enforcing the Federal consumer financial laws and defending itself against lawsuits. Its attorneys and legal support staff require a software solution that organizes the complex relationships, information, and calendaring needs that arise from investigations and lawsuits. The purpose of an MMS is to support the Enforcement and OGC divisions to allow them to accomplish their responsibilities in an efficient and effective manner.

3. SCOPE

Contractor shall provide its MMS, LawBase version 12. The Contractor may also be required to provide, through task order issuance, additional concurrent software licenses, HotDocs Developer License, CalendarRules.com Annual Subscription, LBConcierge Automation Tool, FileBase records management, On-site Training, Installation of MMS, MMS Customization, Data conversion, Integration with Treasury and/or CFPB systems, and Annual Maintenance and Support.

The Contractor may be required to perform the following as determined by CFPB and through task order issuance:

3.1 Assess the configuration and customization needs of the CFPB to determine what customizations to the fields and interface would best support the CFPB's internal processes. This includes processes of Enforcement Division, Office of General Counsel, and may, in the future, include other CFPB divisions. The CFPB anticipates limited on-site work during the initial stages of contract performance.

3.2 Install MMS software tool for an initial user group size of up to 170, with the possibility of a fully staffed user group size of up to 900 throughout the contract.

3.3 Train CFPB users on the MMS, utilizing an on-site train-the-trainer strategy.

3.4 Complete full customization of MMS software tool, employing vendor proposed strategy and as agreed by CFPB. Potential MMS customization may include, but is not limited to the following:

- create a "novice mode" user interface that would allow infrequent users to perform the most common functions with minimal reference to the User's Manual including but not limited to:
    - Add Information to One of My Matters (this selection would be followed by screen with a list of the user's cases, then by a screen showing only the matter selected from the list)
    - Search for a Matter (this selection would be followed by a search screen, followed by a list of matters/search results, followed by a "What Would You Like To Do" screen for the matter selected from the list, etc.)
    - Attach a Document to One of My Matters (this selection would be followed by screen with a list of the user's matters, then by a "browse" box to locate the document to be attached to the matter selected from the list)
    - View My Schedule (this selection would be followed by a screen showing all of the user's upcoming hearings, deadlines, etc.)
    - Create a Report (this selection would be followed by a screen with the choices "Run Existing Report" and "Create New Report", followed by a list of prior reports, or by a query/report creation screen)
    - Everything – I am a LawBase Genius (this selection would be followed by something similar to the current user interface)
- create one-page "quick reference guides" containing step-by-step directions to performing each of the most common functions
- create video tutorial
- integrate with email server chosen as CFPB's standard, if other than Microsoft Outlook
- integrate with Google Calendar
- customization of functionally related tabs
- customize Report function (Query Builder)
- create capability to commence a full search automatically without a user needing to press ENTER

3.5 Provide annual ongoing operations and maintenance ("O&M") to include application support with software patches/updates and year-round 24/7 troubleshooting support via

online and telephone.

3.6 Provide Onsite technical support during the implementation period, as needed.

4. FUNCTIONAL REQUIREMENTS

4.1 Calendaring

The system will allow for centralized and automated scheduling of calendar invitations, tasks, and deadlines.

#	Requirements	
RQ01	Includes separate calendar for each matter that reflects all matter deadlines, and calendars can be updated by attorneys on the matters (or anyone given rights to the calendars)	Included
RQ02	Calendars can be viewed and searched individually (one matter) or together (many matters on one calendar)	Included
RQ03	Supervisors/team leaders/anyone can view the deadlines for any individual matter, as well as for all matters at once	Included
RQ04	Calendars provide bidirectional synchronization with Outlook, Google for Government, and similar programs	Included for Outlook and GroupWise. Customization required for others.
RQ05	Docketing function automatically calculates deadlines when given an input (e.g., a pleading) based on court rules (e.g. Compulaw http://www.compulaw.com/ or West product)	Included with integration to CalendarRules.com provided as a subcontract
RQ06	Ability to generate reports of upcoming events/deadlines, accomplished tasks, and overdue matters	Included
RQ07	Tickler system that can send automated reminders in defined circumstances	Included

4.2 Fully Customizable Matter Information Tracking

Attorneys and other staff can learn to quickly enter all relevant information about a matter into the database, and the information is organized in a way that promotes cooperation and organization.

#	Requirements	
RQ08	Fully and easily customizable database that allows for tracking matter-related data according to fields determined by the user; fully	Included

	customizable user interface	
RQ09	Customizable database and user interface can be used prior to full customization and during implementation stage by using default fields	Included
RQ10	Ability to search for information relating to a matter using multiple fields, including, for example, assigned attorneys/staff/supervisors, matter category, opposing counsel, venue, source of referral to Enforcement, type of remedies awarded, status of consumer redress distribution	Included
RQ11	Ability to track status of matter-related workflow (where various matter-related documents that require approval by multiple parties within the CFPB – e.g., CID approval; approval to file action; settlement approval – are pending in approval process)	Included
RQ12	Contacts can be linked to multiple matters, and records for each contact can track the contact's role in many different matters	Included
RQ13	Contacts can by synched with Outlook and other similar programs	Included
RQ14	Synchronization of contacts distinguishes between the user's personal and professional contacts	Included

4.3 Reporting and Analysis of Aggregate Data

Managers will be able to pull various metrics from the data to enable them to manage team performance and provide reports to CFPB leadership, Congress, and others.

#	Requirements	
RQ15	A powerful search tool that allows people to search by different fields or combinations of fields, returns results quickly, saves previous searches for one-time or regular reporting, and generates text and graphical reports	Included
RQ16	Ability to view all matters at once and see what stage they are in, all matters assigned to particular attorney(s), all matters in a particular subject area, all matters of a particular type	Included

RQ17	Ability to calculate how many matters were brought/ongoing/resolved during a particular time period, by attorney/section/matter type	Included
RQ18	Ability to search and report information about remedies/how much relief has been granted/how much restitution has been paid, etc., by time period and matter type	Included
RQ19	Ability to create graphs, charts, lists of aggregated matter information for regular and ad hoc reporting requirements	Included
RQ20	Ability to automatically generate certain reports (e.g., monthly report of all pending matters and assigned attorneys)	Included

4.4 Document Generation

Document generation will enable attorneys and staff to create form letters, motions, and other documents with a high level of efficiency.

#	Requirements	
RQ21	Ability to generate documents from customizable templates using contact and matter-specific information (e.g., contact name and address, matter name and number, etc.) stored in the system	Included
RQ22	Ability to print quickly and easily from any part of the MMS	Included
RQ23	Ability to generate a brief bank or other collections of past work of particular types	Included
RQ24	Ability to create, save, and print text notes tied to particular matters	Included
RQ25	Ability to link to all matter-related documents, including pleadings, correspondence, matter notes, E-Filing documentation, etc.	Included
RQ26	Ability to save documents into a multitude of document management systems, with which the MMS must be able to integrate - vendor creates interface	Included
RQ27	Ability to efficiently import the Bureau's work product into the system and associate it with a particular matter (e.g., by dragging-and-dropping), including e-mails, word processing, spreadsheet, and presentation documents, and scanned documents. It would be preferable to be able to import e-mails and documents directly from the Bureau's e-mail	Included

	and word processing systems, through a robust integration	
RQ28	Ability to share and work collaboratively on documents generated by the MMS	Included

4.5 Integration with Other Systems

Successful utilization of a matter management system depends on the ability of the system to integrate seamlessly with other IT systems that the Bureau will procure. Given the uncertainty that exists with respect to other systems, it is critical that potential contractors build into their proposals the flexibility to adapt and customize the system in case Microsoft Exchange and Office products are not chosen.

#	Requirements	
RQ29	Ability to integrate seamlessly and rapidly with document management and eDiscovery systems so that documents (internal or produced) can be linked to a particular matter. The document management system will be a separate product not administered by the Contractor	Included
RQ30	Ability to integrate with systems that contain documents received, created, saved by other divisions of the Bureau (such as the Bank Supervision, Nonbank Supervision, and Consumer Response Divisions) that relate to the institution(s) that is/are the subject(s) of a matter	Included
RQ31	Ability to integrate with word processing products, including those that are not made by Microsoft, to allow users to click a button within the word processor that saves a link to the document into the MMS	Included for Microsoft. May be possible for other systems
RQ32	Ability to integrate with multiple email server platforms (e.g., Exchange 2007, Exchange 2010, Google for government, Microsoft cloud-based email, Windows Server 8 in a virtual cloud environment) to support the integration of the calendar and contacts functions of the MMS with the user's email/calendar/contacts program and RQ36; please note that CFPB's Exchange environments are short term solutions with the intent to move to a cloud-based email system in the long term	Included for Exchange and GroupWise. May be possible for other systems

RQ33	Ability to steer or force users to link calendar appointments to the MMS	Included
RQ34	Ability to track and log emails as a form of legal correspondence	Included
RQ35	Ability to log in to the system with an Active Directory-based single sign-on capability	Included
RQ36	Ability to integrate with cloud-based email and document management solutions	Included
RQ37	Scalability: the MMS should run quickly while it is being accessed by at least 160 users simultaneously, with the possibility of expanding it to up to 900 users	Included

4.6 Technical Support

#	Requirements	
RQ38	Ability to support multiple operating systems (Windows 7 and Mac)	Included
RQ39	Ability to support multiple storage solutions (e.g., Sun, HP, Dell, Hitachi, NetApp, EMC and etc.)	Included
RQ40	Performance of periodic upgrades, as needed, with disruption to be scheduled and outside of the Monday through Friday, 8:00 am – 10:00 pm office hours (ET).	Included
RQ41	Provision of 24/7 technical support (remotely)	Included
RQ42	Ability to support multiple server platforms (e.g., Windows Server 2008, Unix and etc.)	Included
RQ43	Ability to support multiple web browsers (Internet Explorer, Firefox, Safari, Chrome)	Included
RQ44	RESERVED	
RQ45	Ability to allow CFPB IT staff to quickly and easily export all application data into a standard format such as XLS or CSV	LawBase exclusively supports Microsoft SQL Server platforms

5. TECHNICAL BACKGROUND

CFPB users will be located across multiple offices across the United States and will be connected over an MPLS WAN cloud. Internal applications will be hosted on a virtual private cloud infrastructure by an external service provider. Applications shall meet to FISMA security controls

based on the FIPS 199 categorization of the application's confidentiality, integrity and available requirements.

CFPB currently resides on the Treasury LAN and WAN infrastructure. Within the next 5 to 9 months, CFPB will be migrating out of the Treasury network to its own network infrastructure.

While the current virtual cloud environment has the capability of supporting a variety of operating environments, CFPB will support a limited number of technical platforms to manage complexity of the infrastructure. Currently, CFPB supports the following platforms:

- Operating Systems: Red Hat Enterprise Linux 6, Windows Server 2008
- Database: mySQL, SQLServer 2008 r2
- Web Servers: Apache, IIS v7
- Application Servers: Tomcat, Cold Fusion 9.01
- Languages / Application Framework: Python (including the Django framework), Ruby (including the Rails framework), PHP, Cold Fusion
- Authentication and access control is managed by LDAP and Kerberos interfaces with Active Directory.

Authentication on LAMP-based applications is managed by Kerberos tokens. CFPB email is currently managed by Treasury's Exchange Server, but because CFPB will be migrating off of Treasury's Exchange Server in the next 5 to 9 months, any solution should be capable of integrating with leading hosted email solutions.

CFPB users will use both Windows and Macintosh based client laptops and desktops. Web applications shall support the most recent versions of leading browsers such Internet Explorer, Firefox, Chrome and Safari.

6. KEY TASKS & DELIVERABLES

Contractor shall perform all services, tasks, and any other support activities required to develop and maintain the MMS. In the event that the following are required, a Contracting Officer signed task order will be provided to the Contractor.

- Provide a schedule for deploying the MMS.
- Deploy MMS.
- Customize MMS following initial deployment using standard templates and fields, participate in the design of the MMS, including requirements definition and documentation, configuration changes and customization of fields throughout the screens and database(s)
- Develop and/or configure the system to support it and integrate it with other CFPB systems (see Section 4 above), including at least email, document management/collaboration tools, eDiscovery
- Deploy the application to a production environment for internal users
- Extract, transform, and load any matter management data from interim solutions, such as Microsoft Excel, into the MMS
- Support and maintain the application, including upgrades, patches, bug fixes
- Track status and report on progress during the development and implementation of the

application
- Work on-site in Washington, D.C., in close partnership with CFPB staff on an as needed basis
- Train CFPB IT staff and end users on use of the application and any necessary system administration

TABLE 1 – KEY DELIVERABLES

This table contains Key Deliverables that CFPB anticipates will be completed in the base year of the contract. Exact due dates will be specified at the task order level as they relate to the work to be completed within that task order.

#	Name	Description
1	Requirement & Design Session	Host a design workshop with CFPB to confirm requirements for the MMS
2	Draft Project Plan	Provide an initial Project Plan for CFPB revision and discussion in the Kick Off Meeting
3	Kick Off Meeting	Overall Project discussion
4	Final Project Plan	Project Plan agreed to by Contract and CFPB (estimate 3 iterations to arrive at final)
5	Status Reports	Weekly with tasks completed, tasks planned for next week, issues/risks/mitigation strategies
6	Design Document	A solution architecture to show how the tool will fit in to the CFPB architecture
7	Training materials	On-site, Train-the-trainer
8	Initial MMS Rollout	Reference Section 3.2 (CFPB anticipates MMS rollout no more than two (2) months after contract award but possibly as quick as a few business days.)
9	Requirements and Process Mapping	To define the CFPB specific matter management business processes and configuration and customization requirements for OGC and Enforcement
10	Test Plan	Plan for testing the software in our environment and testing all the configuration and customization requirements
11	Production - Fully Customized MMS Rollout	A functional, production system (w/ documentation) Reference Section 3.4
12	User Guide	-

Other Deliverables

The Contractor shall provide support and work product to support the following activities:

- Internal training and communications
- Definition of the business problem and analysis of alternative solutions for technology selection(s)
- Data gathering analysis, data mapping market analysis, and evaluation

TABLE 2 – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

This table contains key deliverables that will be used to evaluate the contractor's performance. The task order established timeline and actual deliverable receipt date will be used to determine the extent to which the each Performance Standard has been met.

Deliverable	Performance Standard	Monitoring Method	Incentive/ Disincentive
Task 1 Draft project plan	Shall be delivered timely and shall be sufficiently detailed to begin next tasks.	100% Inspection	Past Performance Evaluation
Task 2 Kickoff meeting	Shall be held timely and shall be sufficiently detailed to begin next tasks.	100% Inspection	Past Performance Evaluation
Task 3 Final project plan	Shall be delivered timely and shall be sufficiently detailed to use as a reference and share with program stakeholders.	100% Inspection	Past Performance Evaluation
Task 4 Initial MMS rollout	Shall be delivered timely and shall satisfy or exceed all requirements as agreed in the contract, final project plan, and requirements analysis.	100% Inspection	Past Performance Evaluation
Task 5 Final customized rollout	Shall be delivered timely and shall satisfy or exceed all requirements as agreed in the contract, final project plan, and requirements analysis.	100% Inspection	Past Performance Evaluation

For all tasks, the acceptable quality level is one (1) calendar day after the vendor-proposed deadline.

Attachment A

Contract Name Number: TPD-CFP-12-C-0003
Order Number: _____
Conditional Access to Sensitive but Unclassified Information
Non-Disclosure Agreement

I, Philip L Hambwyer, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, sensitive but unclassified information is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of (identify the nature of contract work or special project). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to CFPB by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on (name the project) in order for the CFPB to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may

serve as a basis for denying me conditional access to CFPB information, both classified and sensitive but unclassified information in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on Security Services Guard Contract, and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Philip L Hamburger — 1-11-2012

Name — Date

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to sensitive but unclassified information.

Consumer Financial Protection Bureau (COTR) — Date



SYNAPTEC SOFTWARE

Agreement and License for LawBase Case Management Software

This License Agreement is between Synaptec Software, Inc, a Colorado Corporation with its principal offices located at 4155 East Jewell Avenue, Suite 600, Denver, Colorado 80222 (hereinafter referred to as "Synaptec" or "Licensor"), and Consumer Financial Protection Bureau, with principal offices at 1801 L Street NW, Washington, DC, 20220 (hereinafter "Licensee").

1.0 License:

1.1

1.2

2.0

2.1

2.2

2.3



3.0 **Fees and Costs:**

3.1

3.2

3.3

3.4

3.5

3.6

3.7

3.8

3.9



3.10

3.11

3.12

4.0

4.1

4.2

4.3

5.0

5.1

5.2

5.3



5.3.1

5.3.2

6.0 Proprietary Protection and Restrictions:

6.1

7.0 Licensee's Responsibilities: Licensee is responsible for the following actions:

1.

2.

3.

4.

5.



8.0

9.0 **Miscellaneous:**

9.1

9.2

10.0

Accepted by:

Licensee		Synaptec Software, Inc.	
By:	Lisa Stanley on Behalf of the CFPB	By:	Philip L Hamburger
Name:	LISA R. STANLEY	Name:	Philip L Hamburger
Title:	Contracting Officer	Title:	President
Date:	1-10-2012	Date:	1-11-2012



Exhibit A

Exhibit A-Attachment B

Software	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Concurrent MMS LawBase License without HotDocs/Ea. (up to 170 licenses)	$				
Concurrent MMS LawBase License without Hotdocs/Ea. additional user (license #171-900)	$				
Hotdocs User (Named license)	$				
HotDocs Developer License/Ea. (Named license) *	$				
CalendarRules.com Annual Subscription *	$				
LBConcierge Automation Tool *	$				
FileBase Records Management	$				
Matter Management System Services					
INITIAL Installation of MMS (Firm Fixed Price)	$				
INITIAL Onsite training (Firm Fixed Price)	$				
INITIAL Customization of MMS fields and interface (Firm Fixed Price)	$				
Future Installation of MMS (firm fixed hourly rate)	$				
Future needs for Onsite training (firm fixed hourly rate)	$				
Future Needs for Customization of MMS fields and interface (firm fixed hourly rate)	$				
Novice Mode (Section 3.4 in PWS) (firm fixed hourly rate)	$				
Optional Services (Firm Fixed hourly rate)					
Data Conversion	$				
Integration with Treasury systems	$				
Integration with CFPB system	$				
Integration with Google for Government for email functions	$				
Integration with Google for Government for calendar functions	$				
One-page Quick Reference Guide (NTE $900 for each Guide)	$				
Video Tutorials	$				
Annual Maintenance					
Concurrent MMS License Maintenance with Hotdocs/Ea.	$				
MMS License Maintenance without Hotdocs/Ea.	$				
CalendarRules.com Subscription renewal					
Telephone Support * (Hourly Rate with a one hour minimum per call)					

* Note: Only one HotDocs Developer License is required to allow users with a hotdocs license to access.
* Note: Calendarrules.com: Includes all available jurisdictions and 1st year Annual Support. **Charge will be less if fewer jurisdictions are selected.**
* Note: LBConcierge and FileBase Records Management are a one time purchase.
* Note: Telephone Support is only applicable if annual maintenance in the outyears are not purchased.

Attachment C

THE CONSUMER FINANCIAL PROTECTION BUREAU (CFPB)
TASK ORDER REQUEST FOR PROPOSAL
CONTRACT NUMBER TPD-CFP-12-C-0003
(This may be altered at each task order depending on requirements)

Matter Management System Services
TASK ORDER _____

Contractor Request for Proposal (RFP):

Date:
To: Contractor

Subject: Request for Task Order Proposal:
Proposal Due Date and Time:

From:
Phone Number:
Fax Number:
Email Address: contractadministration@bpd.treas.gov

This is a Request for a Task Order Proposal under the contract TPD-CFP-12-C-0003. Enclosed is the applicable scope of work. The Government anticipates award of a *fixed-price task order.*

Government Furnished Property: None

Task Order Proposal Requirements

Offerors shall submit the following information:

A. Proposed Method of Fulfilling the Requirement. The Contractor shall describe:

- The method by which it will complete the required work

B. Proposed Project Schedule

C. Price Proposal

- Number of hours proposed to complete the required work, and a firm-fixed-price total
- Travel and materials (if applicable)
- Invoicing schedule

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

1. REQUISITION NUMBER	PAGE	OF
CFP-30200-12-0007	1	47

2. CONTRACT NO	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-12-C-00013	09/28/2012			

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

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR:
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFP	[X] UNRESTRICTED OR [ ] SET ASIDE: [ ] SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS [ ] (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] HUBZONE SMALL BUSINESS [ ] EDWOSB [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A) NAICS: 541613 SIZE STANDARD: $7.0	

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
CFP 1500 PENNSYLVANIA AVE, NW WASHINGTON DC 20220	CFP	CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552	CFPB

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
ADVERTISING COUNCIL INC. THE 815 SECOND AVENUE 10TH FLOOR NEW YORK NY 10017-4500 TELEPHONE NO.	077737336		ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	ARC/ASD/APB

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Full Services Marketing Support Services in accordance with the attached Statement of Work. Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-610001-CFP3020000-2511-00000000-XXX-XX-XXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 09/28/2012 to 09/27/2013				
0001	Base Period (1 year) Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				999,991.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$999,991.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[signature]	Nicholas R Olson

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
Jon Fisg SVP & CFO	9/28/12	NICHOLAS R. OLSON	9/28/2012

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Obligated Amount: $999,991.00				
0002	Option Year 1 Amount: $999,990.00(Option Line Item) Period of Performance: 09/28/2013 to 09/27/2014				0.00
0003	Option Year 2 Amount: $1,565,892.00(Option Line Item) Period of Performance: 09/28/2014 to 09/27/2015				0.00
	The total amount of award: $3,565,873.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTRACT CFP-12-C-00013

FULL SERVICES MARKETING SUPPORT SERVICES
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU
OFFICE OF CONSUMER EDUCATION AND ENGAGEMENT

TABLE OF CONTENTS

SECTION I: STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

SECTION III: CONTRACT CLAUSES

ATTACHMENT 1: NON-DISCLOSURE AGREEMENT

SECTION I

STATEMENT OF WORK (SOW)

1.0 BACKGROUND

The Consumer Financial Protection Bureau (CFPB) is an independent bureau created in 2010 by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the Act).

In April 2012, the CFPB began a pilot of a consumer experience program (the Program) to fulfill its mandate under the Dodd-Frank Wall Street Reform and Consumer Protection Act, which charges the CFPB with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions." (12 U.S.C. 5493(d)) The first module of the Program is Paying for College, information and resources aimed at helping students and their parents navigate the uncertain financial terrain of accessing higher education. The CFPB is preparing for a nationwide launch of the Program and seeks a Contractor to develop a multi-channel public service advertising (PSA) campaign to reach the targeted audience.

2.0 SCOPE

The scope of this Contract requires the Contractor to propose a plan that will create and deliver effective communications through a national campaign (the Campaign) to increase awareness among high school seniors of how to navigate the uncertain financial terrain of paying for college. The Campaign will prime students and influencers to engage with the Suite of Paying for College tools and information, which will help students compare the cost of colleges and calculate their expected debt payments after graduation. Ultimately, students should understand the costs and risks associated with their college financial decisions and take on a manageable level of student debt.

The Contractor shall work jointly with CFPB on a three (3) year multi-channel PSA campaign that includes, but is not limited to: developing a national campaign communications strategy, including media partnerships and potential in-school and mobile programs; creation and production of multi-media creative materials; dissemination of these creative materials to national and local media outlets; and monitoring, evaluation, and reporting of the impact of the campaign.

3.0 TASKS AND DELIVERABLES

Task 1: Campaign Proposal

The Contractor shall propose a three (3) year fully integrated multi-media PSA program as the focus in the Base Year with potential additions of in-school and mobile programs

in years two and three. The plan shall map key milestones and include a schedule of deliverables. The final schedule will be developed based on pro bono agency input, and the Government shall be responsible for reviewing and approving the plan prior to the Contractor initiating it.

Each year of the campaign will include six major task areas of work:

- Exploratory Research
- PSA Campaign Strategy Development, to include a key message, target audience definition, and recommended media placement in a donated media environment
- Media Partnerships
- Creation and Production of Multi-Media Creative Materials, to support the strategy
- Dissemination of Creative Materials to national and local media outlets, using best efforts to encourage their use as Public Service Announcements (PSAs)
- PSA Campaign Monitoring, Evaluation, and Reporting

In addition, the contractor shall evaluate additional/alternative opportunities to raise awareness, and in years two and three will potentially develop mobile and in-school programs.

Following the start of the new contract, the Contractor will work with the Government to evaluate the campaign project plan and make adjustments as needed. Prior to the start of a new creative cycle, the Contractor and ad agency will revisit the strategy and refine it if necessary to incorporate new research learning and develop creative concepts to communicate the campaign's key message. After updating the creative concepts, the ad agency and Contractor will bring the work to focus groups with the campaign target(s) to ensure the message is clear and effective. The ad agency will then execute these into multi-media PSAs with the Government's approval. After the ads are produced, the Contractor will implement a media outreach plan and distribution strategy that disseminates the finished advertisements to media outlets that best reach the target, encouraging their use as PSAs. Because PSAs are placed in donated time, the Contractor will provide full media evaluations on media placements and will continuously recommend new media opportunities based on maximizing value. The Contractor will use data to analyze media consumption habits of the target to help guide PSA placement.

To ensure that all advertising produced by the volunteer advertising agency is strategic and the creative materials are engaging and breakthrough, the Contractor will engage the Contractor's Campaign Review Committee (CRC). This voluntary committee, comprised of Chief Creative Officers and Executive Creative Directors from leading traditional and digital advertising agencies, serves in a creative review capacity to ensure that the campaign strategy, rationale and proposed execution is breakthrough and delivers on the campaign strategy.

The CRC shall be engaged at three key points in the campaign development process: (1) development of strategic work plan, (2) creative concept development and (3) rough draft of produced television creative. Should it be necessary, the CRC has the ability to suggest

modifications and changes which, in its opinion, will enhance its acceptability by the media and the public or to recommend rejection of strategies or concepts that do not deliver on overall campaign objectives. All final decisions about creative materials, concepts, and strategies will be mutually agreed upon by the Contractor and CFPB.

Deliverable 1.1: Final project Plan and Schedule of Deliverables

Task 2: Exploratory Research

In the Base Year, the Contractor shall work with the volunteer advertising agency to develop an exploratory research plan that will be reviewed and approved by the CFPB. The plan will include researching attitudes, behaviors, and beliefs of high school seniors and relevant influencers, such as parents and school guidance counselors, to identify communication barriers and motivations to inform the Campaign strategy. During this exploratory phase, the Contractor and volunteer advertising agency will also review existing research relevant to the Campaign and talk to issue experts to gain a solid understanding of the nuances of this issue.

The Government shall be responsible for reviewing and approving the research plan and any research materials prior to the Contractor initiating the plan.

In Option Years 1 and 2, the Contractor shall assess the need for further research and make a recommendation to the Government about how to proceed. The Contractor will conduct any additional research agreed upon.

Deliverable 2.1: Campaign Research Plan and Research Materials
Deliverable 2.2: Summary Research Report

Task 3: PSA Campaign Strategy Development

The Contractor shall create a multi-channel communications strategy that reflects the attitudes, behaviors, and beliefs of the target audience and proposes appropriate messages for a PSA campaign. The campaign strategy shall be presented to the Government for approval.

In the Base Year, the strategy shall focus on media (digital and/or traditional) partnerships and opportunities with new, emerging, and social media. The strategy shall include proposals for creation and production of creative materials, media partnership, dissemination of creative materials, and campaign monitoring, evaluation, and reporting.

The Contractor will work with the volunteer advertising agency to analyze data, which will detail how teens and their adult influencers currently interact with the media and the internet and help identify possible partnership opportunities for the campaign as well as inform strategic outreach during the distribution phase.

In Option Years 1 and 2, the Contraetor shall evolve this strategy to determine if refinements need to be made, including potential mobile and in-school programs.

Deliverable 3.1: PSA Campaign Strategy

Task 4: Media Partnerships

The Contractor shall pursue a Campaign partnership with an appropriate media outlet(s) that supports the approved Campaign strategy. This shall include identifying one or more potential media partners, recommending to the Government what, if any, media outlet(s) is most appropriate for a Campaign partnership, and upon approval of the Government of the recommended partner, integrating the media outlet(s) into the approved Campaign strategy.

The Government shall review and approve media partnership materials throughout the course of their development and production, including concepts, drafts, and final materials.

Deliverable 4.1: Identify and Recommend Media Outlet(s) for Campaign Partnership
Deliverable 4.2: Media Partnership Concepts, Drafts, and Final Materials

Task 5: Creation and Production of Multi-Media Creative Materials

The Contractor shall develop and produce or oversee development and production with the volunteer advertising agency of the media assets to support the PSA Campaign. These assets will be created based on the Campaign strategy and volunteer advertising agency recommendation, Contractor Campaign Review Committee feedback, and the Government approval. These assets may include but are not limited to television, radio, print, web banners, out-of-home, and digital PSAs. The agency and the Contractor will also develop a new URL for the Campaign that will resonate with the target audience and help brand the initiative and tools. This task includes creative development, production, talent costs, music, editing, and internet clearance for all PSAs.

Targeted collateral (i.e. in-school) materials may also be developed as a drive and/or companion to website activities in Option Years 1 and 2.

The Campaign shall be non-commercial, non-partisan politically and not designed to influence legislation. It shall be national in scope and relevant to audiences and the general public in communities across the nation, including ethnically and racially diverse populations. It shall be of sufficient substance and public interest to warrant donations of time and space by national and local media, including electronic networks.

Before the final production of all PSAs, the creative concepts will be shared with consumers via discussion groups, or other methodologies recommended and deemed appropriate by the Contractor and CFPB, comprised of the target audience. Feedback from a diverse group of the target audience will optimize the creative concepts and ensure that the creative material has a broad reach and is relevant to ethnically and racially diverse populations. Qualitative research will be conducted in a minimum of two markets, and may include focus groups, one-on-on interviews, triads, or a combination of the above. The task shall include project development and management, recruiting, incentives, facility, usage, analysis, and reporting.

Unless otherwise agreed upon in writing, the Government will have ownership of all materials created under this contract, with the understanding that there may be certain talent and union restrictions governing the usage.
The CFPB shall review and approve multi-media creative materials public service advertisements throughout the course of their development and production, including concepts, drafts, and final digital media assets.

Deliverable 5.1: Digital Media Asset Concepts, Drafts, and Final Assets

Task 6: Disseminate and Promote

For each Campaign media element, the Contractor shall disseminate assets and materials to media outlets in order to gain exposure of the Campaign to the target audience through donated media. The Contractor will develop a strategic distribution and outreach plan based on optimal exposure of the message to the target audiences. The Contractor will manage the process of interacting with national and local PSA coordinators, as well as develop and distribute targeted packaging with advertising elements to all national media outlets. This material will be designed in accordance with the Campaign message to ensure synergy with the Campaign.

The Contractor will utilize its Media Department, including National, Regional, Local, and Digital/Interactive teams, to maximize media placement nationally and locally. Additionally, to maximize exposure to the Campaign among key media decision-makers, the Contractor will provide Campaign materials at their quarterly Media Steering Committee meeting. The Contractor will also seek new media opportunities for the Campaign on an ongoing basis, potentially including web-based partnerships, movie slides, email distribution, and indoor/outdoor advertising (i.e. billboards, coffee sleeves, etc.).

The Contractor will develop and distribute an electronic press release to industry trade publications and general editorial publications.

Beyond traditional PR tactics, the Contractor will work with social media and digital partner agencies to conduct a social media outreach and digital media program (as approved in the final Campaign project plan).

The Campaign will be included in the Contractor's Public Service Advertising Catalog.

The CFPB shall review and approve the distribution elements prior to release.

Deliverable 6.1: Distribution of Campaign Media Elements

Task 7: Monitor, Evaluate, and Report

The Contractor shall measure and report on Campaign results and key communications metrics subsequent to distribution of Campaign materials to the media in order to ascertain the impact of the Campaign. This shall include quarterly reports of the amount of donated media, placements of each PSA, targeted audience response to the Program website and other Campaign fulfillments, including social media, website analytics, and engagement, and changes in attitudes, beliefs, and reported behaviors as measured through pre- and post-wave tracking of the Campaign, as outlined in the project plan.

The Contractor will monitor the results of the media dissemination and launch effort to track media support and placement of this initiative. Media placement will be tracked by media type, geographic area and, to the extent possible, audience composition. Quarterly reports evaluating Campaign performance will be issued to aid in measuring the Campaign's effectiveness.

The Contractor will report and assesses fulfillment data such as unique visitors to the Campaign website and downloads of Campaign materials. This data will be examined monthly and evaluated against donated media. The Government will host the Campaign website and will work with the Contractor to make that data available or provide the Contractor with access to get the data themselves.

Lastly, the Contractor will conduct a pre-wave study to gauge a baseline of attitudes and behaviors prior to the launch of new creative/phase of a Campaign. Approximately one year after the Campaign launch, a post-wave study will be conducted to measure changes in awareness, attitudes and behaviors in response to the PSA Campaign.

Based on these evaluations, the Contractor will recommend to the Government how to optimize the Campaign for future efforts.

Deliverable 7.1: Quarterly Campaign Impact Reports

Task 8: Additional/Alternative Opportunities to Raise Awareness (Option Years 1 and 2 only)

The Contractor will seek out additional/alternative opportunities to raise awareness of the Campaign and issue. These opportunities will include strategic media (digital and/or

traditional) partnerships and potentially additional community outreach (i.e. in-school). The Contractor shall recommend a program plan for any additional opportunities and develop materials to execute against that plan.

The Contractor will also develop and execute a strategic mobile program if it is agreed to in the Campaign project plan under Option Years 1 and 2.

The Government will approval all partnership and outreach programs prior to development and implementation.

Deliverable 8.1: Additional/Alternative Opportunity Plans
Deliverable 8.2: Additional/Alternative Opportunity Fulfillment Concepts, Drafts, and Final Materials

4.0 TASK AND DELIVERABLE SCHEDULE

Task	Deliverable	Due Date
Campaign proposal	Project Plan and Schedule of Deliverables	20 business days after contract award
Exploratory Research	Campaign Research Plan and Research Materials	Base Year, Option Years 1 and 2, according to project plan
Exploratory Research	Summary Research Report	Base Year, Option Years 1 and 2, according to project plan
PSA Campaign Strategy Development	PSA Campaign Strategy	Base Year, Option Years 1 and 2, according to project plan
Media Partnerships	Identify and Recommend Media Outlet(s) for Campaign Partnership	Base Year, Option Years 1 and 2, according to project plan
Media Partnerships	Media Partnership Concepts, Drafts, and Final Materials	Base Year, Option Years 1 and 2, according to project plan
Creation and production of multi-media creative materials	Digital Media Asset Concepts, Drafts, and Final Assets	Base Year, Option Years 1 and 2, according to project plan
Dissemination of creative materials	Distribution of Campaign Media Elements	Base Year, Option Years 1 and 2,

		according to project plan
PSA Campaign Monitoring, Evaluation, and Reporting	Quarterly Campaign Impact Reports	Base Year, Option Years 1 and 2, according to project plan
Additional/Alternative Opportunities to Raise Awareness	Additional/Alternative Opportunity Plans	Option Years 1 and 2, according to project plan
Additional/Alternative Opportunities to Raise Awareness	Additional/Alternative Opportunity Fulfillment Concepts, Drafts, and Final Materials	Option Years 1 and 2, according to project plan

5.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 21, 2012 is hereby incorporated by reference into this Contract.

6.0 PERIOD OF PERFORMANCE

The base period of performance shall be from date of award through one (1) year. Two (2) one-year Option Years are also included in this Contract, exercisable at the sole discretion of the Government. The applicable dates are:

Base Year: September 28, 2012 – September 27, 2013
Option Year 1: September 28, 2013 – September 27, 2014
Option Year 2: September 28, 2014 – September 27, 2015

7.0 CONTRACTING OFFICER

a. The Contracting Officer for this contract is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau (CFPB)
1700 G Street, NW
Room 6006-E
Washington, DC 20552
Phone Number: 202-435-7621
Nicholas.Olson@cfpb.gov

b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting

Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

8.0 CONTRACTING OFFICER REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY

a. The COR is:

Margaret (Maggie) Anderson
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone: 202-435-7187
Email: Margaret.Anderson@cfpb.gov

b. Performance of work under this contract must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details or otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

c. Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the specification(s);
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

d. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR, or his/her designee, falls within the limitations in (c) above,

the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

9.0 CONTRACTOR PROJECT MANAGER

a. The Contractor's designated Project Manager/Account Representative for this contract is:

Lindsay Cooper
Vice President, Business & Legal Affairs
The Advertising Council, Inc.
815 Second Avenue, 9th Floor
New York, NY 10017
Telephone No. (212) 922-1500
Fax No. (212) 922-1676
Email address: lcooper@adcouncil.org

b. The Project Manager/Account Representative shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager/Account Representative shall have full authority to act for the Contractor in the performance of the required services. The Project Manager/Account Representative, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager/Account Representative or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager/Account Representative shall be able to fluently read, write, and speak the English language.

10.0 PAYMENT SCHEDULE

Because this is a Firm-Fixed Price contract, please note that payment will be made monthly in fixed price amounts, not based on labor hours performed or costs incurred. Invoices shall be submitted in accordance with the Payment Schedule detailed below. The Contractor shall include the Invoice Number and Invoice Date on each invoice submission. Invoices shall not be submitted before the Invoice Date(s) listed in the Schedule below. The total firm fixed price for the Base Period is **$999,991.00**.

Payment Schedule
(Base Year fixed price not-to-exceed $999,991.00)

Invoice 1 10/27/2012	**Invoice 2** 11/27/2012	**Invoice 3** 12/27/2012	**Invoice 4** 1/27/2013
$83,332.58	$83,332.58	$83,332.58	$83,332.58
Invoice 5 2/27/2013	**Invoice 6** 3/27/2013	**Invoice** 7 4/27/2013	**Invoice 8** 5/27/2013
$83,332.58	$83,332.58	$83,332.58	$83,332.58
Invoice 9 6/27/2013	**Invoice 11** 7/27/2013	**Invoice 11** 8/27/2013	**Invoice 12** 9/27/2013
$83,332.59	$83,332.59	$83,332.59	$83,332.59

If any Option Years are exercised (at the sole discretion of the Government), the Payment Schedule will be modified accordingly to reflect a Payment Schedule for the Option Year(s).

11.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

11.1 Internet Payment Platform (IPP) is a secure, web-based electronic invoicing and payment information service available to all Federal agencies and their supplier(s) by the U.S. Treasury's Financial Management Service. IPP allows Federal agencies and their supplier(s) to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy-to-access web portal. This service is free of charge to government agencies and their suppliers.

11.2 The preferred method for invoicing is through IPP. The IPP website address is https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

11.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

11.4 Payment and Invoice Questions. For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000, option 7, or via email at AccountsPayable@bpd.treas.gov.

11.5 Overpayments.

11.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the Government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

11.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

12.0 KEY PERSONNEL

a. The Contractor shall use only the key personnel (or a subset of the key personnel) set forth in its proposal for performance under this contract. In the event that one or more of the key personnel are not available, or become unavailable, the Contractor shall furnish substitute personnel of equal or superior relevant skills, which substitutions shall be subject to advance approval by the Contracting Officer, with notice to the COR in accordance with section 13.0(b)(2).

b. Substitution of Key Personnel -

1. The Contractor shall assign to the contract those persons whose resumes were submitted with its offer who are necessary to fill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

2. The Contractor shall not allow personnel substitutions during the contract performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COR, and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) working days in advance of the proposed substitutions

to the Contracting Officer, and provide the information required by paragraph (3) below.

3. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer or an authorized representative will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

c. For purposes of this contract, Key Personnel are defined as the contractor employees who will perform significant technical work.

The Contractor's Key Personnel for this contract is:

Lindsay Cooper
Vice President, Business & Legal Affairs
The Advertising Council, Inc.
815 Second Avenue, 9th Floor
New York, NY 10017
Telephone No. (212) 922-1500
Fax No. (212) 922-1676
Email address: lcooper@adcouncil.org

13.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under this contract is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.

In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of this contract, the Contracting Officer and Contracting Officer Representative shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of the CFPB's Program or Project Manager.

14.0 FAR 52.227-14: RIGHTS IN DATA – GENERAL (DEC 2007)

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright—*

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

15.0 CYBERSECURITY/IT SECURITY.

15.1 DEFINITIONS.

a. Adequate Security. Security that is commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications in use operate effectively and provide appropriate confidentiality, integrity, and availability through the use of managerial, operational, and technical security controls.

b. Availability. To ensure the timely and reliable access to, and use of, information.

c. Confidentiality. Preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.

d. Information Assurance. Information Assurance (IA) are the measures that protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non- repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

e. Information Resource. An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.

f. Information System. A discrete set of information resources organized for the collection, processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

g. Information Technology. With respect to the CFPB, information technology means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the CFPB, if the equipment is used by the CFPB directly or is used by a contractor under a contract with the CFPB that requires the use: (i) of that equipment; or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product.

h. Information technology includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

i. Integrity. Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

j. Service Provider. Service Providers are non-CFPB entities that support the CFPB mission and information systems. These are any individual or other legal entity that (1) directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or (2) conducts business, or reasonably may be

expected to conduct business, with the Government as an agent or representative of another service provider.

k. Service providers are classified one of two ways: contracted or shared.

(1) Contracted Service Provider. A Contracted Service Provider (CSP) is a general term used to refer to outsourced business processes supported by private sector information systems, outsourced information technologies, or outsourced information services. A CSP performs clearly defined functions for which there are readily identifiable security considerations and needs that are addressed in both acquisition and operations. With the exception of material consequential to the contract, many CSPs conduct operations using Government Furnished Equipment (GFE). However, some CSPs may perform its own purchasing activities independent of government control in which case they would not use GFE.

(2) Shared Service Provider. A Shared Service Provider (SSP) is another federal agency functioning as a service provider for the CFPB. The CFPB and other federal agency would sign a Memorandum of Understanding (MOU), Interagency Agreement (IAA) or Data Exchange Agreement.

15.2 GENERAL REQUIREMENTS.

a. The service provider shall be responsible for adhering to CFPB information technology (IT) security requirements for all information systems connected to a CFPB network or operated by the service provider for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the service provider must have physical or electronic access to CFPB information.

b. CFPB information technology and information assigned to service providers shall remain in the United States. The maintenance, operation, and/or processing of said technology and information must take place, and originate from, within the United States.

c. The service provider shall maintain a complete and accurate inventory of all CFPB-provided information resources. The inventory shall be made available for inspection immediately upon request by the CFPB.

d. The service provider facility hosting CFPB information resources must meet all applicable federal, state, and local zoning, environmental, and building laws and regulations. The facility must include protection against

unauthorized access at all hours, including alarms and notification systems should such protection be breached.

e. Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.

f. The service provider shall ensure that its employees, in the performance of the contract, receive and document annual information security awareness training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 (FISMA) requirements.

g. The service provider shall grant the Government access to any and all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended. These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safeguard CFPB information resources.

h. At the expiration of the contract, the service provider shall return all CFPB information resources provided to, or generated by, the service provider during the period of the contract. The service provider shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).

i. The service provider shall comply with the terms of the Government-furnished property clauses in this contract for any CFPB-issued IT that is lost, stolen, missing, unaccounted for, or damaged.

j. For the purposes of application development, the CFPB encourages and prefers the use of web- based, commercial-off-the-shelf solutions. Web-based applications must be configured to work with multiple browser and operating system types and may not favor one browser type over another.

k. The service provider will adhere to CFPB common security configurations and practices.

l. The provider of information technology shall certify applications are fully functional and operate as intended on systems using the Federal Desktop Core Configuration (FDCC) and other operating system and application standards.

m. Final acceptance of the product will be based on the CFPB interpretation of the National Institute of Standards and Technology, National

Checklist Program Repository (NIST, NCPR). Checklists are available at the NIST, NCPR website. In situations where security configurations are not available for proposed technologies, the CFPB shall provide instruction.

n. The installation, operation, maintenance, and update of software shall not alter any CFPB-accepted or established security configuration.

o. Applications designed for users shall run in standard user context without elevated system administrator privileges.

p. Products specifically designed for the purpose of Information Assurance (IA), and designated as such by the CFPB, are exempt from these common security configuration requirements. Non-GFE IT is exempted by the CFPB on a case-by-case basis.

q. The service provider shall notify the Contracting Officer and the COR within 30 days of any organizational change or impact that may interfere with the full execution of the information security requirements under the contract.

r. Throughout the term of the contract, should the service provider deliver a product or provide a service that does not meet (and maintain) these information security requirements the service provider, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

15.3 ADDITIONAL REQUIREMENTS

a. The service provider shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's Service Provider Self-Assessment prior to or concurrent with the execution of the contract.

b. The service provider shall maintain a computing environment with adequate security at all times. This includes, but is not limited to, the description and documentation of the processes and procedures that will be followed to ensure the security of IT resources that are developed, processed, transmitted, used, or maintained under this contract and comprehensive technical testing of the contractor's computing environment by the CFPB.

c. Prior to the execution of the contract, the CFPB may validate adequate security controls in the contractor environment. When a validation is required, the validation will be conducted by the CFPB as part of an on-site inspection process.

d. The contractor agrees to demonstrate, to personnel authorized by the CFPB, the technical, operational, and management safeguards that protect the confidentiality, integrity, and availability of CFPB information that it

develops, processes, transmits, uses, or maintains during the execution of this contract.

e. The on-site inspection serves to ensure the computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, FIPS Publications 199 and 200, and Department of the Treasury Directive 85-01. Copies of these documents are maintained by the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.

f. The service provider must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the contractor's site (including any information stored, processed, or transmitted using the contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

g. The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by the contract as deemed necessary.

h. The service provider shall, at their own expense, take action to mitigate any harmful effect that is known to the service provider of a use or disclosure of CFPB information by the contractor in violation of the requirements of this clause.

15.4 OBLIGATIONS OF THE CFPB. The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The service provider will be notified of any substantive changes to information security requirements that have a significant impact on the Service Provider's information security obligations under the contract. The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

16.0 SECURITY AND CONFIDENTIALITY

16.1 Background

The Contractor recognizes that, in performing this contract, the Contractor may obtain access to non-public confidential information, Personally Identifiable Information (PII), or proprietary information. The Contractor agrees that it, its employees, its

subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance under the contract without first receiving written permission from the CFPB. Information acquired by the Contractor pursuant to the performance of this contract shall not be disclosed by the Contractor to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

16.2 Contractor Personnel Security

16.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

All information collected under this contract shall be considered procurement sensitive. Contractor staff must be a United States citizen or possess alien status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

During the performance of this contract, access to the CFPB facilities for Contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

a. All applicable personnel shall be United States citizens or have lawful permanent resident status (at least 3 years or more of US Residency from date of legal entry into the United States).

b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able

to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-Disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
2. Non-Disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

d. Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.

e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all

other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

SECTION II

SCHEDULE OF SUPPLIES OR SERVICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of this Contract.

This Contract is issued on a firm-fixed price basis. The firm-fixed prices for the Base Year, Option Year 1, and Option Year 2 detailed in the Contractor's Price Proposal submitted on 9/21/2012 are hereby incorporated by reference and are as follows:

Period of Performance	Firm Fixed Price
Base Year	$999,991.00
Option Year 1	$999,990.00
Option Year 2	$1,565,892.00

SECTION III

CONTRACT CLAUSES

TRANSPARENCY

The CFPB is dedicated to transparency and plans on making contracts available to the public after award. The Contractor must submit, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the CFPB. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA. The CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

PUBLIC ANNOUNCEMENTS

The Parties:

(a) shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Contract;
(b) shall not issue any such press release or make any such public statement without the prior consent of the CFPB, which consent shall not be unreasonably withheld or delayed;
(c) may, without the prior consent of the other party, issue such press release or make such public statement as may be required by law or a court order.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the usc of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Contractors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

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

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the Contractor elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the Contractor elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

_X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

_X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

_X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__ (ii) Alternate I (Dec 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

__ (ii) Alternate I (Mar 2012) of 52.225-3.

__ (iii) Alternate II (Mar 2012) of 52.225-3.

__ (iv) Alternate III (Mar 2012) of 52.225-3.

__ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated

shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

(a) The Government may extend the term of the contract by written notice to the Contractor at any time within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least five (5) days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

SECTION IV

ATTACHMENTS

ATTACHMENT 1: NON-DISCLOSURE AGREEMENT
**** To be completed by Contractor Key Personnel ****

Contract # CFP-12-C-00013
Full Services Marketing – "Paying for College"
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. 522(a), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing services under this Contract. This approval will permit me conditional access to certain information, data, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I must obtain written permission from the CFPB prior to any submissions for publication, any book, article, column or other

written work for general publication that is based upon any knowledge, data or information that I obtained during the course of my work under this Contract. I understand that CFPB has total discretion to grant or deny such requests, and permission will be granted only in rare instances.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. Any copies of documents or parts of documents to which conditional access is granted to me, and any notes that contain SBU/CUI shall be secured in the same manner as the original SBU/CUI documents.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access and at all times thereafter.

10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Name (Print) Date

_____

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a prior condition on conditional access to SBU/CUI.

_____ _____

Consumer Financial Protection Bureau Date

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 12

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO.	4. REQUISITION/REFERENCE NO.
05/01/2013	GSTFMG BPA-08-0011	TPDCFP13K0042	CFP-20500-13-0009

5. ISSUING OFFICE (Address correspondence to)
Bureau of the Public Debt
Division of Procurement
Avery 5F
200 Third Street
Attn: L. Stanley
Parkersburg WV 26101

6. SHIP TO:
a. NAME OF CONSIGNEE: CFP
b. STREET ADDRESS: 1700 G STREET, NW
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20552
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: TURNER CONSULTING GROUP INC.
b. COMPANY NAME:
c. STREET ADDRESS: 306 FLORIDA AVENUE NW
d. CITY: WASHINGTON | e. STATE: DC | f. ZIP CODE: 20001-1804

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule
10. REQUISITIONING OFFICE:

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination			NET 30 PROMPT PAY

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This labor hour award is for subject matter expert assistance for the CFPB in accordance with the attached performance work statement. The COR is Sheryl Kidd. Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: ARC/ASD/APB
b. STREET ADDRESS (or P.O. Box): ARC/ASD/APB, AVERY 3G
PO BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
c. CITY: PARKERSBURG | d. STATE: WV | e. ZIP CODE: 26106-1328

$829,978.80

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $829,978.80

22. UNITED STATES OF AMERICA BY (Signature): Gina Hanna

23. NAME (Typed): GINA HANNA
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SCHEDULE - CONTINUATION | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/01/2013	GSTFMG BPA-08-0011	TPDCFP13K0042

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Sheryl.Kidd@cfpb.gov 202-435-7632 [redacted] Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP2050000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX Period of Performance: 05/05/2013 to 05/04/2015					
0001	This is a not to exceed line item to perform services in accordance with the PWS and in accordance with the pricing provided by TCG. [redacted] Award Type: Labor-hour Period of Performance: 05/05/2013 to 05/04/2014				[redacted]	
0002	This is a not to exceed line item to perform services in accordance with the PWS and in accordance with the pricing provided by TCG. [redacted] Period of Performance: 05/05/2014 to 05/04/2015 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: [redacted] The obligation for this award is shown in box 17(i).				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2012))

INVOICES
In accordance with 52.212-4 section (g) *Invoice*: Invoices shall be submitted electronically to the email address indicated on each call. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. For payment and invoice questions contact Accounting Services Division at (304) 480-8300.

PAYMENT INFORMATION:
The COR reviews and approves all invoices. Invoices without proper support or with errors will be returned to the Contractor and will not be paid until corrections are made. The Contractor shall have a review process in place that ensures accurate and supported invoices.

Payment shall not be due until the deliverable is received and accepted by the COR. The determination of whether products are satisfactory is based on the standards outlined in the performance work statement. The CO will handle all disputes.

All billing issues shall be handled and resolved between the Contractor and the COR and, if necessary, the CO.

OVERPAYMENTS
In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the Government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

INVOICE

Section 6.1.2 apply to this call.

PACKAGING AND MARKING

Section 3 of the BPA apply to this call.

INSPECTION and ACCEPTANCE

Section 4 of the BPA apply to this call.

DELIVERABLES/PERFORMANCE

Sections 5.1 and 5.5 of the BPA apply to this call.

SPECIAL CONTRACT REQUIREMENTS

Sections 7.5, 7.8, 7.9, 7.10, and 7.11 of the BPA apply to this call.
CONTRACT CLAUSES
Section 8 of the BPA apply to this call.

1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JUN 2012)

(a) The COR is named on page 2.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the

Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at http://www.ccr.gov, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of $25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of $25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was $20,000,000 or more.
(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $550,000 or more.
(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $25,000 or more.

NON-PERSONAL SERVICES

The services to be rendered under this call are not subject to the supervision and control usually prevailing in relationships between the Government and its employees. Therefore, these services do not meet the description of personal services in FAR 2.101, 37.101, 37.103 and 37.104.

INTERPRETATION OF BPA CALL REQUIREMENTS
If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, the Contractor shall request such clarification from the Contracting Officer (CO). No interpretation of any provision of this BPA or calls, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the CO.

NON-PAYMENT FOR ADDITIONAL WORK
Any additional services or a change to work specified which may be performed by the Contractor, either at its own volition or at the request of an individual other than a duly appointed CO, except as may be explicitly authorized in the BPA call, will be done at the financial risk of the Contractor. Only a duly appointed CO is authorized to bind the Government to a change in the specifications, terms, or conditions of this BPA and associated BPA call. No work shall be performed and no payment shall be made except as authorized by issuance of a BPA call executed by the CO.

CONFIDENTIALITY

The Contractor recognizes that, in performing under this BPA call, the Contraetor may obtain access to non-puhlic information that is confidential or proprietary in nature. Except as permitted by the contract, the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees shall not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the Contracting Officer. The Contractor shall secure information received from or prepared or gathered for the CFBP under this contract in a secure location with access limited to only those personnel with a "need to know." If disclosure of information is required by law or legal process, the contractor shall contact the COR and the CO immediately to receive approval prior to release of any information. Notwithstanding any other language contained herein, the Contractor shall comply with 31 CFR § 31.217 (Regarding 31 CFR § 31.217 ,this is not a TARP covered project, however, CFPB requires that non-public information be secured as stated in 31 CFR § 31.217. The only difference is that if information is inadvertently released, the contractor shall contact the COR and CO listed in the BPA call and not contact Treasury technical personnel). See Attachment A for the non-disclosure agreement form.

GOVERNMENT-FURNISHED PROPERTY OR INFORMATION

The Government will provide office space, desk, chair, access to copier, printer and Internet for Contractor personnel who work at the Government's site during this BPA call.

IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel attending meetings, performing market research, and working other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

COMMUNICATIONS AND CORRESPONDENCE PROCEDURES

The Contractor shall at all times and in all communications with client, other Contractors, and the public, represent themselves as Contractors with the CFPB. No Contractor staff (including subcontractor staff) may communicate in any form about the Contractor's agreement with or work for the CFPB with a representative of any form of media before, during, or after performance, including after publication of a report.

The Contractor shall notify the Contracting Officer's Representative (COR) 5 business days prior to any distribution of questionnaires or questions to other Government agencies or potential software vendors. The Contractor shall provide pre-distribution copies of the materials to the Treasury upon request.

All communication, documentation, and materials related to this BPA and subsequent calls shall be safeguarded as "For Official Use Only" information unless prior written approval is obtained from the COR.

All communication between Treasury and Contractor shall include notifications electronically to the COR and CO.

SECURITY REQUIREMENTS

1. Each Contractor employee performing work under this contract with access to CFPB or Treasury Departmental Offices (DO) information or systems are subject to the Treasury Information Technology Security Program [Treasury Directive Publication 85-01, Volume I, Unclassified (Non-National Security) Systems], and shall take an annual IT security awareness training course that fulfills the program's security training requirement.
2. Contractor personnel performing work under this contract shall be subject to suitability and background standards prescribed by the Treasury. Such standards may require Contractor's personnel to execute appropriate security forms prescribed by the Treasury personnel security component, background investigations to include a National Agency Check and Inquiry (NACI) and a personal credit check.

   In accordance with the Treasury Security Manual (TD P 15-71, Chapter II, Section 2, Paragraph 8 a and b Citizenship Requirements, attachment 16) "Contractor personnel hired for work within the United States or its territories and possessions and who require access to Treasury/bureau-owned or controlled facilities or security items or products, shall either be U.S. citizens or have lawful permanent resident status. Treasury/bureaus shall adhere to the following standard when allowing contractor personnel access to Treasury/bureau-owned or -controlled facilities, IT systems, or security items or products. (1) Low Risk = U.S. Citizen or lawful Permanent Resident Alien. (2) Moderate Risk = U.S. Citizen or lawful Permanent Resident Alien with at least three or more years of U.S. residency. (3) High Risk = U.S. Citizen." There will be no exceptions to this policy. There is no waiver policy regarding non-citizens without lawful permanent resident status. [Waiver requirements are contained in TD P 15-71, Chapter II, Section 2, Paragraph 8 c through i.]

   If there are questions concerning the suitability of a Contractor employee during the pre-screening process or once the background investigation is completed, notification and an opportunity to respond will be provided to the contract employee. If the contract employee is found unsuitable, the Contractor employee will be promptly removed from his/her duties under the contract and a replacement will be requested.

   In the absence of a written waiver by Contractor personnel, the provisions of the Privacy Act (5 U.S.C. 55a) may preclude discussion of the details of background investigations(s) and/or COR action with the Contractor.

PERFORMANCE EVALUATION

This BPA call is subject to a performance evaluation. Following the completion of this call, a completed Government evaluation will be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

Consumer Financial Protection Bureau
Performance Work Statement
ACCOUNTING SUPPORT SERVICES

1.0 Objective

The objective of this Performance Work Statement is to provide Consumer Financial Protection Bureau (CFPB) with Accounting Support Services related to the establishment and operations of the CFPB.

2.0 Background

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (12 U.S.C. 5491) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

3.0 Scope

Provide CFPB with accounting support services related to the establishment and operation of CFPB. To support the CFPB, the contractor must have expertise in the area of governmental accounting, financial management, and other areas as described in the Anticipated Work below.

4.0 Anticipated Work

4.1 Assist in the establishment of the CFO function that meets the requirements of the CFO Act.
4.2 Provide advice and support in regards to accounting issues, including emerging accounting issues.
4.3 Provide advice and system support for the financial reporting and accounting system.
4.4 Assist in the development of accounting and other financial policies and procedures.
4.5 Assist in preparing, reviewing, and inputting appropriate accounting journal entries for the automated and/or manual financial systems.
4.6 Assist in ensuring that accounting and other financial processes and requirements are in accordance with Generally Accepted Accounting Principles (GAAP) for federal reporting entities.
4.7 Assist in performing accounting for investments of surplus funds.
4.8 Assist in the establishment and accounting of funds required by the Act and other funds deemed necessary, including funds that may be held outside of the Treasury.
4.9 Assist in ensuring cash flow/subsidy models meet all existing requirements of The Act, Office of Management and Budget (OMB) directives, and Federal Accounting Standards Advisory Board (FASAB) standards, statements, technical releases and other requirements.
4.10 Assist in performing all transaction and summary level reconciliations to ensure the general ledger (both proprietary and budgetary accounts) and related subsidiary systems are in balance.
4.11 Assist in developing and implementing appropriate internal accounting controls, ensuring compliance with OMB Circular A-123 (all components), within the processes and systems impacted.
4.12 Assist and support in preparation of monthly, quarterly, and annual financial statements including footnotes.
4.13 Perform other accounting and budgetary analyses and reports as required.
4.14 Assist in documenting systems of internal accounting control, as needed.
4.15 Provide advice and assistance to ensure meeting transparency and accountability requirements, including open government initiatives.

5.0 DELIVERABLES

Deliverable	Due Date
Weekly Status Report Including Updated Project Plan Contract Issues List of Current Contractor Personnel List of Government Furnished Equipment (GFE)	Day of the Week as determined by COR

6.0 Performance Requirements Summary

Quality Assurance Tools: 100% inspection will be used to verify that all deliverables and deadlines are met.

7.0 TASK MANAGEMENT

7.1 Personnel Management

7.1.1 Key Personnel

The Contractor shall provide resumes of individuals to be assigned. The Contractor shall list the name(s) of the person(s) who will be assigned the responsibility for success of the services. The individual(s) named shall be recommended by the Contractor in its proposal and subject to discussions and agreement by the Government prior to award. These individual(s) shall be in responsible positions so as to allocate and control personnel. The below listed individual(s) are designated as "Key Personnel"

Employee Name Labor Category

All persons named in the proposal are considered key personnel

(a) For planned Key Personnel replacements, the Contractor shall provide the Government with a minimum of 30 calendar days advance notice. Substitutions or additions to approved key personnel shall not be accepted unless specifically approved in writing by the Contracting Officer. Any substitutions and/or additions shall be subject to the terms and conditions of this clause.

(c) All notification requests for substitutions and additions must provide a justification and detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer needed to approve or disapprove the request. Resumes submitted shall identify the education and experience of the Key Personnel candidate(s) relative to the contract position proposed. At a minimum, resumes shall include the name of the candidate, contract position and labor category level proposed, experience, education, and citizenship status. All proposed substitutes and additions must have qualifications equal to or better than the person to be replaced.

(d) The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

(e) The Government reserves the right to request replacement personnel if a problem with performance is apparent. The replacement must be made immediately available to ensure non-interruption of work.

7.1.2 Business Hours and Coverage

The work will be performed within the normal business hours of 8:00am - 6:00pm (EST) Monday through Friday, when possible. Under special circumstances, the Contractor may be required to work outside normal business hours. The Contracting Officer's Technical Representative (COR) must approve exceptions to the normal business hour schedule in advance.

8.0 PLACE OF PERFORMANCE

The Contractor shall perform the majority of task order activities at the Headquarters' space unless otherwise directed. The COR must approve any off-site work. No travel is expected under this BPA.

9.0 PERIOD OF PERFORMANCE

The period of performance shall be from the date of award through month twelve with a 12-month option period.

10.0 CONTRACT TYPE

This will be a labor hour call.

11.0 GOVERNMENT FURNISHED INFORMATION & RESOURCES

The CFPB will provide access to the local network for email and document creation necessary to perform the activities outlined in this contract.

12.0 SECTION 508 COMPLIANCE

All applicable sections of Section 508 of the Rehabilitation Act, apply to this task, including 1194.21 Software applications and operating systems; 1194.22 Web-based Intranet & Internet information; 1194.25 Self contained, closed products; 1194.31 Functional performance criteria; 1194.41 Information, documentation, and support.

13.0 PROBLEM NOTIFICATION REPORT

If problems arise under the performance of the call, the Contractor shall provide Problem Notification Report, Section 9, Attachment D of the BPA to the COR and Contract Administrator within one day of the identification of the problem.

ATTACHMENT A
NON-DISCLOSURE AGREEMENT

In accordance with FAR 3.101:
Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships. While many Federal laws and regulations place restrictions on the actions of Government personnel, their official conduct must, in addition, be such that they would have no reluctance to make a full public disclosure of their actions.

I, _____, as an employee/subcontractor/consultant/representative of the _____ working with the CFPB, may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the collaborated efforts between _____, CFPB and any other entities working on these initiatives, and that such confidential/proprietary information shall be used only as directed.

I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the Bureau of Public Debt (BPD) to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the BPA work.

Signature	Printed Name	Date
Title		
Company	Address	
Witness	*Printed Name*	*Date*

Q.4. Please provide the original sole source justification for each of the sole source awarded contracts since FY2012 from the contract file.

A.4. Included with this response are copies of sole source justifications for sole source contracts (excludes modifications) awarded from October 1, 2011, through December 15, 2013. For sole source contracts authorized under specific statute or regulation, such as contracts with the Small Business Administration under the 8(a) program or contracts awarded to a required source (*e.g.,* Federal Prison Industries or AbilityOne nonprofit), sole source justifications are not required for these types of awards.

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Tamara Lucero	(2) Estimated Cost: $9,900	(3) Requisition Number: CFP-30300-13-0004

(4) Description of Required Supplies or Services:
The following at the AARP Fall 2013 Expo in Atlanta 10/3/2013 – 10/5/2013 and the AARP Spring 2014 Expo in Boston 05/10/2014:
Rental of one exhibit booth at each event; one bag insert at each event; two 45-minute stage presentations at each event.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (e.g., urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_x___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
*(**NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The AARP Life @ 50+ National Events in Atlanta and Boston are the only events that bring together such a large number of older adults as well as the people that provide services to older adults. The anticipated attendance at each event is between 10,000 – 12,000 members, prospective members, family, friends, and senior service providers. Since the mission of the Office for Older Americans is to help older adults speak up and speak out about the financial challenges of aging, and to provide information to help older adults hold on to assets, avoid financial abuse, and learn more about long-term planning for retirement, it is important to have the opportunity to interact with such a large number of older adults and senior service providers. These events would provide us the venue to directly educate older adults and senior service providers about our mission, inform them about the tools and information that we have developed, and get their feedback on what other types of tools and information would help them make better financial decisions. In addition to the exhibit, these venues also provide the opportunity to hold stage presentations (2 per event) which will allow us to demonstrate some of our newly developed tools directly with older adults and senior service providers – the intended users of these products. The opportunity for these presentations is only available to organizations exhibiting during the conferences. Since our headquarters is in Washington DC, it is essential for the Office for Older Americans staff attend in order to engage older consumers and their service providers directly. One of the goals for the Office for Older Americans is to enable consumers to live better financial lives by building trusted relationships that are interactive and informative to help consumers take control of their financial choices to meet their own goals. Having an exhibit booth and presentations at the AARP Expos provides a unique opportunity to build relationships with a large number of representatives that provide services to older adults. The timing of the events (October and May) makes it an ideal venue to inform the attendees of several new tools for the older consumer that will be released over the summer and in the fall.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

An extensive review of the internet and current events was conducted and the AARP Life @ 50+ National Events were identified as the only source that brings together older consumers and their service providers in a significant quantity during this timeframe.
The AARP Life @ 50+ National Events provide the CFPB and the Office for Older Americans with an ideal opportunity to expand organizational brand awareness and enhance visibility amongst target populations. The CFPB is a new agency that began in July 2011, and its Office for Older Americans began in October 2011. There are many members of the American public that are not aware of the CFPB, and attending the AARP Expos will help get the word out about the agency and the Office for Older Americans to the population that it serves.

Requisition Number: CFP-30300-13-0004

(9) Requisitioner's Signature and Title Elmaze Lucero Outreach Coordinator
Telephone No. 202-435-7121 Date 7/5/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Brandon D Summerville
Telephone No. 304-480-6889 Date 7/8/2013

Contracting Officer's Signature Lisa P. Stanley
Telephone No. 2723 Date 7/9/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

for
(11) BCPO Signature Jeanne A Johnson Date 7/10/13

cfpb Consumer Financial Protection Bureau

TEMPLATE A

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Enforcement.

2.0 Payment for three Enforcement attorneys to attend the ACI 10th National Forum on Residential Mortgage Litigation and Regulatory Enforcement.

3.0 This conference will provide training in different subjects that are relevant to attorneys in the Office of Enforcement, such as the status of the AG settlement and its effect on the foreclosure process, how the courts are handling foreclosures and current trends in mortgage litigation. This course will be taught by both experts in the mortgage lending field, judges, and state attorneys general. No other comparable conference/training option exists at this time.

4.0 Market research was conducted on the Internet. This training was identified by attorneys within the Office of Enforcement as being suited to their specific training needs. Market research was conducted and this training conference was found to be unique in terms of subject matter.

5.0 This is currently the only training of its kind being offered at this time, so there was no need to solicit offers from other vendors.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*
Not Applicable.

7.0 The cost of this training conference is fair and reasonable. The attendance fee of $1595 per attendee is offered only to employees of the Federal government. For non-government attendees, the cost is $2295. The attendance fee charged by the sponsoring entity is comparable to the fees charged for other similar trainings.

LIMITED SOURCES JUSTIFICATION

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

for Kent Markus — 1/4/13

Kent Markus, Enforcement Director — Date

Nicholas Olson, Contracting Officer — 4 Jan 2013

Date



LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Enforcement.

2.0 *Nature and/or description of the action being approved and dollar value.*

Payment for four Enforcement attorneys to attend the American Conference Institute (ACI), 16th National Conference on Consumer Finance Class Actions & Litigation, in Chicago (July 29 – July 30, 2013). Four Enforcement attorneys will be attending this conference ($1595/attorney) with a total cost of $6,380.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)*

This conference will provide training in different subjects that are relevant to attorneys in the Office of Enforcement such as consumer finance class litigation/arbitration/settlement trends, mortgage and foreclosure litigation, managing class actions arising from student loans/auto lending/credit/debit/pre-paid cards/bank add-on services/products, judicial perspectives on arbitration/settlement considerations/bankruptcy litigation, analyzing debt collection litigation trends, and fair Lending. These topics are very relevant to attorneys in the Office of Enforcement and their case work. Conference sessions will be taught by federal and state regulatory/enforcement officials, senior in-house counsel, federal and state judges, in addition to outside defense counsel. The conference also provides up to 14 CLE credits, which many Enforcement attorneys need to maintain their licenses.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.*

Market research was conducted on the Internet. This training was identified by attorneys within the Office of Enforcement as being suited to their specific training needs. Market research was conducted and this training conference was found to be unique in terms of subject matter. Further, this is currently the only training of its kind being offered at this time, so there was no need to solicit offers from other vendors.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FRO posting.* Not applicable. This action is less than $15K.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*

Not Applicable.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The cost of this training conference is fair and reasonable. The attendance fee of $1595 per attendee is offered only to employees of the Federal government. For non-government attendees, the cost is $2295. The attendance fee charged by the sponsoring entity is comparable to the fees charged for other similar trainings.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Name
Requiring Activity

7/2/13
Date

Name
Contracting Officer

03 July 2013
Date

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Wade Sorenson	(2) Estimated Cost: $8000	(3) Requisition Number:

(4) Description of Required Supplies or Services:
American Conference Institute (ACI), 6th National Forum on Balancing Innovation

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
(NOTE: In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

This conference will provide training in different subjects that are relevant to attorneys in the Office of Enforcement such as: Where the payments industry is headed and new products, services, and technologies on the horizon; Evolving federal and state legislation, pending and governing new and emerging payment systems; Ensuring compliance with state agency and enforcement framework; UDAP/ADAAP, disclosures, and risk scoring.

The conference includes a CFPB roundtable discussing industry concerns, interacting with CFPB's enforcement division.

These topics are very relevant to attorneys in the Office of Enforcement and their cases work. Conference sessions will be taught by in-house counsel and compliance professionals, senior executives from industry-leading companies, high-level regulatory and enforcement officials, and outside counsel specializing in emerging payment systems. This conference also provides up to 13 CLE credits, which many Enforcement attorneys need to maintain their licenses.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted on the Internet. This training was identified by attorneys within the Office of Enforcement as being suited to their specific training needs. Market research was conducted and this training conference was found to be unique in terms of subject matter.

Requisition Number: _____

(9) Requisitioner's Signature and Title _____, Chief of Staff, Office of Enforcement
Telephone No. 202-435-7411 Date 8/5/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-6889 Date 8/14/2013

Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 8/14/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature Acting _____ Date 8/14/2013


BALANCING INNOVATION WITH CONSUMER PROTECTIONS IN
EMERGING PAYMENT SYSTEMS
September 18-19, 2013 | Grand Hyatt Washington | Washington, DC
Featured speakers include:
Elizabeth Baltierra
FinCEN
Michael Benardo
FDIC
Koko Ives
Federal Reserve Board
Kate Kingberger
U.S. Dept. of Treasury
Gerard (Jerry) W. LiVigni
OFAC
Seetha Ramachandran
U.S. Dept. of Justice
Karen Hobbs
Federal Trade Commission
Eric Gott
OCC
Thomas James
Office of the Illinois Attorney General
Elizabeth Khalil
FDIC
Anne Shere Wallwork
U.S. Dept. of Treasury
Javier Martell
Boku
Brett Kaplicer
American Express
Ryan Gilbert
BillFloat
Anthony Gallippi
BitPay
Krista Griffith
Visa
Lisa Lechner
Venmo/Braintree
Jim Hale
FTV Capital
Ted Teruo Kitada
Wells Fargo
Jane Larimer
NACHA – The Electronic Payments Association
Youssef Sneifer
Microsoft
Carolyn Eshleman
MoneyGram
Rusty Pickering
CheXar Networks
Rob Kirsh
First Data
Cherie Fuzzell
Parkmobile
John Hagy
Meta Payment Systems
Emily Goodman Binick
American Express
OUR UNPARALLELED FACULTY WILL PROVIDE YOU WITH EXPERT ADVICE AND KEY INSIGHTS FOR:
• Where the payments industry is headed and what new products, services, and technologies are on the horizon, including mobile payments, mobile wallets, virtual currencies, crowdfunding, and more
• How new market entrants are overcoming barriers to entry and how they are interacting with each other as well as with traditional payment entities
• The evolving federal legal and regulatory paradigm governing new and emerging payment systems: Preparing for enhanced scrutiny, developing regulations, and new initiatives from FinCEN, including their recent guidance on virtual currencies, prepaid access, and more, CFPB, with insights into Project Catalyst, cross-border remittances, and more, FDIC, FTC, DOJ, OFAC, and the Fed
• Ensuring compliance with the state regulatory and enforcement framework, with a focus on issues relating to money transmission, payment processing, and licensing
• Managing privacy and data security risks in the emerging payments market, both in the U.S. and abroad
• UDAP/UDAAP, disclosures, and marketing: Regulatory and compliance considerations for new payment models
• Developing, implementing, and maintaining AML and fraud deterrence strategies and programs for emerging payment systems, without negatively impacting the customer/user experience
• The international emerging payments landscape: Assessing the evolving legal and business environments in key foreign markets, facilitating e-commerce abroad, best practices for ensuring compliance with emerging regulatory schemes in the EU, Asia, and Latin America, and lessons learned for the U.S. market
PLUS, don't miss the Pre- and Post-Conference Master Classes:
A Understanding the Technology Underlying Emerging Payment Systems: Practical, Legal, and Regulatory Considerations for Attorneys and Compliance Professionals
B Credit, Debit, and Prepaid Cards: New Regulations and Reforms and Their Impact on 'Traditional' Payment Methods
Associate Sponsor:
Schulte Roth & Zabel
WWW.SRZ.COM
Sponsored By:
Davis Wright Tremaine LLP
SUTHERLAND
Earn CLE Credits
AMERICAN CONFERENCE INSTITUTE
Register Now • 888-224-2480 • AmericanConference.com/EmergingPayments

BE A PART OF THE NATION'S PREMIER FORUM ON EMERGING PAYMENT SYSTEMS AND ENSURE THAT YOU ARE PREPARED FOR THE LEGAL, COMPLIANCE, TECHNICAL, AND BUSINESS ISSUES ARISING FROM NEW PRODUCTS AND TECHNOLOGIES

The payments industry is facing unprecedented growth, rapid technological advancements, and a flood of new entrants into the market. Questions abound as to how all of the stakeholders will work together, which products will be welcomed by consumers and retailers, best practices for managing privacy and data security risks, and how federal and state regulatory frameworks will be applied to emerging payment systems. **While many of these new payment products have the potential to become attractive revenue streams, they are also fraught with uncertainties relating to regulatory, compliance, security, and business issues.**

Building on the incredible success of our Emerging Payment Systems series of conferences, and in response to demand from the market, American Conference Institute has developed the 6th National Forum on Balancing Innovation with Consumer Protections in Emerging Payment Systems. This conference will bring together an unparalleled faculty of in-house counsel and compliance professionals, senior executives from industry-leading companies, high-level regulatory and enforcement officials, and top outside counsel specializing in emerging payment systems who will provide you with the insights and tools necessary to navigate the legal, compliance, technical, and business hurdles arising from new payment products and technologies.

Plus, Add Value To Your Attendance By Also Registering For The Pre- And Post-Conference Master Classes:

A **PRE-CONFERENCE MASTER CLASS – Understanding the Technology Underlying Emerging Payment Systems: Practical, Legal, and Regulatory Considerations for Attorneys and Compliance Professionals**

September 18, 2013 | 8:00 a.m. – 10:00 a.m.

B **POST-CONFERENCE MASTER CLASS – Credit, Debit, and Prepaid Cards: New Regulations and Reforms and Their Impact on 'Traditional' Payment Methods**

September 19, 2013 | 1:40 p.m. – 3:40 p.m.

Register now by calling **1-888-224-2480** or by faxing your registration form to **1-877-927-1563.**

You can also register online at **www.AmericanConference.com/EmergingPayments**

Media Partners:

WHO YOU WILL MEET

- Regulatory and Enforcement Officials
- Financial Products, Payments, and Retail Professionals, including:
  - General Counsel
  - CEOs
  - CCOs
  - Compliance Counsel
  - Product Managers
  - Risk Officers/Managers
  - AML Counsel
  - Privacy Officers
  - Data Security Officers
  - Analysts
- Private Practice Attorneys Specializing in:
  - Financial Services Regulatory Compliance
  - Banking Law
  - Payment Systems
  - Prepaid Cards
  - AML
  - Privacy/Data Security
  - Advertising & Marketing Law

GLOBAL SPONSORSHIP OPPORTUNITIES

With more than 500 conferences in the United States, Europe, Asia Pacific, and Latin America, **American Conference Institute (ACI)** provides a diverse portfolio devoted to providing business intelligence to senior decision makers who need to respond to challenges spanning various industries in the US and around the world.

As a member of our sponsorship faculty, your organization will be deemed as a partner. We will work closely with your organization to create the perfect business development solution catered exclusively to the needs of your practice group, business line or corporation.

For more information about this program or our global portfolio of events, please contact:

Wendy Tyler
Head of Sales, American Conference Institute
Tel: 212-352-3220 x5242
w.tyler@AmericanConference.com

CONTINUING LEGAL EDUCATION CREDITS

CLE Credits

Accreditation will be sought in those jurisdictions requested by the registrants which have continuing education requirements. This course is identified as nontransitional for the purposes of CLE accreditation.

ACI certifies that the activity has been approved for CLE credit by the New York State Continuing Legal Education Board in the amount of 11.0 hours. An additional 2.0 credit hours will apply to each Master Class participation.

ACI certifies that this activity has been approved for CLE credit by the State Bar of California in the amount of 9.0 hours. An additional 2.0 credit hours will apply to each Master Class participation.

You are required to bring your state bar number to complete the appropriate state forms during the conference. CLE credits are processed in 4-8 weeks after a conference is held.

ACI has a dedicated team which processes requests for state approval. Please note that event accreditation varies by state and ACI will make every effort to process your request.

Questions about CLE credits for your state? Visit our online CLE Help Center at www.americanconference.com/CLE

Register now: 888-224-2480 • Fax: 877-927-1563 • AmericanConference.com/EmergingPayments

Day One: Wednesday, September 18, 2013

8:00 **Pre-Conference Master Class: Understanding the Technology Underlying Emerging Payment Systems** *(see page 7 for details)*

9:30 Main Conference Registration and Continental Breakfast

10:10 Co-Chairs' Opening Remarks


Chris Daniel
Paul Hastings LLP


Andrew J. Lorentz
Davis Wright Tremaine LLP

10:15 **Industry Roundtable on the Evolving Payments and Financing Landscape: Key Insights and Strategic Advice on Where the Payments Industry is Headed, What New Products, Services, and Technologies Are on the Horizon, Including Mobile Payments, Mobile Wallets, Virtual Currencies, Crowdfunding, and More, How New Market Entrants Are Overcoming Barriers to Entry and How They Are Interacting with Each Other as Well as With Traditional Payment Entities, and the Outlook for Investment and M&A in the Emerging Payments Space**


Ryan Gilbert
CEO
BillFloat


Emily H. Goodman Binick
VP & Senior Counsel, Enterprise Growth Group
American Express Company


Anthony Gallippi
Co-founder and CEO
BitPay


Jim Hale
Founding Partner
FTV Capital


Cherie Fuzzell
CEO
Parkmobile


Rusty Pickering
General Counsel, Chief Compliance and Corporate Development Officer
Chexar Networks, Inc.


Yogesh Oka
Director
Edgar, Dunn & Company


Andrew J. Lorentz
Davis Wright Tremaine LLP


Veronica K. McGregor
Jones Day

- Market outlook: where is the payments industry headed?
- Overview of new and emerging payment products and services, and their expected impact on the market
- Assessing the revenue potential of new payment products and systems
- Perspectives from new entrants into the payments space
  - Barriers to entry; overcoming regulatory and compliance hurdles during start-up; capitalizing on new opportunities; what has worked and what has not
- Mobile payments and mobile wallets
  - How mobile wallets are being developed, offered, and marketed
  - Assessing their success to date, or lack thereof
  - Assessing whether mobile payment systems are regulated and, if so, by whom
  - Incorporating other value-added services into mobile wallets
- How the telecoms are impacting the mobile payments landscape
- Key players in the market
  - Square, PayPal, Boku, Google Checkout, Isis Mobile Wallet, Stripe, Xoom, Bitcoin, Braintree, Venmo, BillFloat, Dwolla, WePay, FaceCash, Uber, Kickstarter, and others
- Gaming companies
  - Online credits and gaming currencies
- The convergence of gaming and mobile/web payments
- Digital/virtual currencies
  - The status of Bitcoin
- Impact of new apps and new app developers on payments
- Social coupons and social buying websites
- Using social media to engage with customers
  - Activity and disclosures
- Advertising, promotion, and conducting payments on social media
- Processing credit card transactions on mobile devices
  - Individuals as merchants
- Overview of new start-up companies in the payments space
- Near field communication (NFC) implementation issues
- Identifying and capitalizing on the growth opportunities that the Durbin Amendment presents for new and emerging payment systems that are excluded from its requirements
  - Developing new products that qualify for the exclusion
  - Technical hurdles arising from Durbin
    - Lack of infrastructure to handle merchant routing under the EMV (i.e. chip-and-PIN) framework
- Assessing the emergence of new lending vehicles and their relationship to payments
  - Impact of crowdfunding on traditional financing models
    - Kickstarter; GoFundMe; others
    - How these companies are overcoming barriers to market entry and other hurdles
  - Peer-to-peer lending
  - Bank and non-bank credit in the e-commerce context
    - BillFloat
  - How do these new lending vehicles accept payments?
- Assessing the convergence of deposits, checking accounts, stored value, and mobile payments
  - Where is this headed?
- Mobile phone image check deposits
  - Remote deposit capture and bank image processing
  - Possible future developments: customer-to-customer exchange of check images and fully electronic checks (EPOs)
- Emerging payment products that feature rewards, loyalty, or promotional programs
  - Contracting issues and provisions necessary to protect each party
- Determining what qualifies as money in the new payments landscape
  - Alternative currencies
- Litigation that has arisen from new payment systems
- Investment and venture capital trends in emerging payments
- M&A in the emerging payments space
  - Considerations when buying, selling, partnering with, or investing in emerging payment companies
  - Due diligence
    - Developing a checklist
    - What questions should be addressed?

12:00 Networking and Refreshment Break

12:10 **In-House/Outside Counsel Roundtable on the Evolving Federal Legal and Regulatory Paradigm Governing New and Emerging Payment Systems: Preparing for Enhanced Scrutiny, Developing Regulations, and New Initiatives from FinCEN, Including Their Recent Guidance on Virtual Currencies, Prepaid Access, and More, CFPB, With Insights into Project Catalyst, Cross-Border Remittances, and More, FTC, DOJ, and OFAC**

Brett I. Kaplicer
Vice President & Senior Counsel –
Consumer Lending and Mobile Payments
American Express Company

Jane Larimer
Executive Vice President
General Counsel
NACHA – The Electronic Payments Association

Javier Martell
General Counsel
Boku


David L. Beam
K&L Gates LLP


Duncan B. Douglass
Alston & Bird LLP

FinCEN, Virtual Currencies, and Prepaid Access

- Assessing FinCEN's guidance on virtual currency
  - Key terms: what is covered and what is not
  - Impact on emerging payment systems
    - Bitcoin
    - Online gaming
- Long-term outlook for gift cards versus virtual currency
  - How will merchants react?
- Updates on FinCEN's prepaid access rule
  - How have companies complied with the new rule?
  - Lessons learned
  - Evaluating new and emerging guidance relating to prepaid access
  - Impact of the prepaid access rule on innovative payment products and systems
    - Virtual currencies; gaming companies; start-ups
- Assessing the interplay between FinCEN's virtual currency guidance and the prepaid access rule
  - Can a virtual currency fall outside of both the FinCEN guidance on virtual currency and the prepaid access rule?

CFPB, Cross-Border Remittances, Project Catalyst, and More

- Assessing CFPB's Project Catalyst
  - Which entities the CFPB is working with regarding Project Catalyst
  - What are industry participants asking of the CFPB and vice versa?
  - Impact on the industry
- Dodd-Frank
  - Section 1073 and remittance transfers
- Assessing the implementation and application of the CFPB's remittance rules in relation to emerging payments products
  - Analysis of guidance provided to date; when and to whom are the new rules applicable?
- Specific areas of concern relating to cross-border remittances
- Ensuring compliance with new and emerging cross-border remittance regulations
  - Overcoming implementation hurdles
- The CFPB's role with respect to new payment systems and, specifically, money remitters
- Assessing other new and emerging CFPB rulemaking and its potential impact on innovative payment products and systems

OFAC, Sanctions Compliance, and Emerging Payment Systems

- OFAC's jurisdictional and sanctions authority
- How OFAC sanctions relate to new payment products and systems
- Ensuring compliance with OFAC mandates
- When OFAC screening is required and what it entails
- When and how to disclose in compliance with OFAC
- Case studies
  - Lessons learned from recent cases
  - Assessing the impact of recent significant OFAC fines

Regulatory and Compliance Considerations for Specific Payment Systems and Products

- Legal and regulatory implications arising from the telecoms' entrance into the payments landscape
- Overcoming regulatory and compliance hurdles during start-up
- Assessing whether mobile payment systems are regulated and, if so, by whom
- Legal and regulatory considerations relating to social coupons and social buying websites
  - Retail and banking issues; money transmitter laws; gift certificate laws; abandoned property considerations; class action lawsuits arising from social coupons
- Processing credit card transactions on mobile devices
  - Legal and compliance issues; how are disputes resolved?
- Remote deposit capture
  - Key legal and compliance considerations
    - Does Reg E apply?
  - Customer contractual issues; vendor/bank partner contractual issues and the role of FFIEC supervisory guidance; payment rules and compliance; risks for image deposits; impact of the prepaid access rule and general AML concerns
- Regulatory and legal considerations relating to new lending vehicles
  - Crowdfunding; peer-to-peer lending
- Impact of the Durbin routing requirements on mobile and other emerging payment products and systems
- Extent to which Durban applies to new and emerging payment products
  - Payment networks; mobile payments
  - Ensuring that new products are excluded from the Durbin requirements
- Reg E and the EFTA
  - Impact on mobile payments
- Assessing the short- and long-term regulatory outlook for mobile payments
  - Potential for FCC involvement
- Regulatory and compliance considerations relating to emerging payment products that feature rewards, loyalty, or promotional programs
  - State and federal issues; escheat laws

1:35 Networking Luncheon for Speakers and Attendees

2:35 **Managing Privacy and Data Security Risks in the Emerging Payments Market, Both in the U.S. and Abroad**


Robert J. Pile
Sutherland Asbill & Brennan LLP


Jessica Sklute
Schulte Roth & Zabel LLP


Bernice Karn
Cassels Brock & Blackwell LLP


Jacob S. Farber
Perkins Coie, LLP

- Data security and privacy concerns relating to transactions conducted on mobile devices
  - Factoring in European data protection initiatives and international privacy efforts
- New and emerging privacy and data security risks associated with evolving technologies
- Privacy disclosures
- Assessing the available and emerging security options
  - Mag stripe; EMV standard; Chip-and-PIN
- Implementing enhanced data protection initiatives
- Maintaining communication between the legal and marketing teams
- Establishing an effective system of internal reporting and checks and balances in order to detect and solve problems early
- Monitoring third-party vendors, partners, and affiliates
- Assessing what data you collect, or may collect, from consumers, and how that data may be used
- Mitigating the risk of a data breach and minimizing the fallout when a data breach does occur
  - Preventing and protecting against data breaches
  - Risk management considerations
  - Insurance-related issues
  - State law requirements
  - How to respond after a data breach
    - Immediate actions
    - Long-term plan
- Location data and privacy considerations
- PCI compliance

3:45 Networking and Refreshment Break

3:55 **UDAP/UDAAP, Disclosures, and Marketing: Regulatory and Compliance Considerations for New Payment Models**


John Hagy
Chief Legal Counsel
Meta Payment Systems


Terrence P. Maher
Baird Holm LLP


Barrie VanBrackle
Manatt, Phelps & Phillips, LLP

- What is the real meaning of "Abusive" in UDAAP and how will this impact marketing practices?
- Key legal and regulatory considerations arising from marketing related to new payment systems and products
- Emerging trends and unique challenges in mobile marketing and advertising
- Mobile marketing best practices
  - Using third-party marketers without running afoul of UDAP/UDAAP laws
  - Social media/social networking
- Marketing considerations relating to location data
- Disclosure requirements relating to location data
- Ensuring that consumer disclosures are in compliance with UDAP/UDAAP
  - Analysis of UDAP/UDAAP provisions as they relate to emerging payment methods
- Dodd-Frank and remittance disclosures
  - Required disclosures for remittance transfer providers
- Strategic guidance for managing third-party risks
  - Conducting ongoing third-party monitoring and due diligence

4:55 **The International Emerging Payments Landscape: Assessing the Evolving Legal and Business Environments in Key Foreign Markets, Facilitating E-Commerce Abroad, Best Practices for Ensuring Compliance with Emerging Regulatory Schemes in the EU, Asia, and Latin America, and Lessons Learned for the U.S. Market**

Youssef Sneifer
Assistant General Counsel
Microsoft Corporation


Chris Daniel
Paul Hastings LLP

- The emerging global payments landscape: how international payment developments are affecting cross-border remittances, payment processing, and adoption and growth rates in key markets
- Expanding beyond North America: key considerations and proven strategies for entering into or accepting payments from new markets, including the EU, Asia, and Latin America
- Mobile payments and mobile wallets: how this disruptive and evolving technology is changing the face of the global payments market
- Specific areas of concern relating to cross-border remittances
- Ensuring compliance with new and emerging cross-border remittance regulations
- Overview of new and emerging payment systems being used around the world
  - China, Japan, the EU, the Middle East, India, and Africa
- Evaluating the EU's E-Money Directive
  - Key terms and definitions; impact on emerging payment systems; implementing policies and procedures to ensure compliance
- The EU's Payment Services Directive
  - Key terms and definitions; ensuring compliance
- Assessing China's regulatory framework
  - New and emerging regulations from the People's Bank of China
- Best practices for dealing with multinational jurisdiction
- Establishing enterprise-wide, multinational compliance programs
  - Hurdles and pitfalls
- Lessons learned from the introduction of new payment systems into other countries
  - Application of existing regulatory paradigms to these new payment systems
  - How the new regulations that have been enacted to address emerging payment systems are working
- How foreign emerging payments start-ups have fared
  - How are they building emerging payment platforms differently than companies in the U.S.?
  - What challenges are they facing, both in their home countries and when doing business with the U.S.?
- International e-commerce facilitation
- International data security and privacy efforts
  - EMV standard; Chip-and-PIN
- Foreign exchanges and B2B

6:00 Conference Adjourns

Day Two: Thursday, September 19, 2013

7:30 Continental Breakfast

8:00 **Views from the Federal Government: Perspectives from FinCEN, FDIC, the Fed, Treasury, FTC, DOJ, OCC, and OFAC on New and Emerging Payment Systems and the Evolving Federal Regulatory and Enforcement Paradigm**

Elizabeth Baltierra
Regulatory Policy Project Officer
Financial Crimes Enforcement Network (FinCEN)


Michael B. Benardo
Chief, Cyber-Fraud and Financial Crimes Section
Division of Risk Management Supervision
Federal Deposit Insurance Corporation (FDIC)


Gerard (Jerry) W. LiVigni
Senior Compliance Officer, U.S. Treasury Department
Office of Foreign Assets Control (OFAC)

Koko Ives
Manager, BSA/AML Compliance Section
Federal Reserve Board

Kate Kingberger
Mobile Specialist; Domestic Finance
U.S. Department of the Treasury

Seetha Ramachandran
Deputy Chief, Asset Forfeiture and Money Laundering Section
Money Laundering & Bank Integrity Unit, Criminal Division
U.S. Department of Justice

Karen S. Hobbs
Senior Attorney, Bureau of Consumer Protection
Division of Marketing Practices
Federal Trade Commission


Elizabeth Khalil
Senior Policy Analyst – Supervisory Policy
Federal Deposit Insurance Corporation (FDIC)


Anne Shere Wallwork
Senior Counselor for Strategic Policy
Office of Terrorist Financing and Financial Crimes
U.S. Department of the Treasury


Eric R. Gott, CRCM
Compliance Specialist
Office of the Comptroller of the Currency

Moderator:


Chris Daniel
Paul Hastings LLP

- How regulators view the payments landscape
- Examining FinCEN's guidance on virtual currency
  - What is covered and what is not
- Updates on FinCEN's prepaid access rule
- The interplay between FinCEN's virtual currency guidance and the prepaid access rule
  - Can a virtual currency fall outside of both the FinCEN guidance on virtual currency and the prepaid access rule?
- CFPB's Project Catalyst
  - How the Bureau is working with the industry
  - Who has met with the CFPB regarding Project Catalyst?
  - What are industry participants asking of the CFPB and vice versa?
  - Assessment of Project Catalyst to date

- Industry impact
- Which products and services are of the most concern to regulatory and enforcement agencies?
- Preparing for and responding to increased federal enforcement efforts
- Overview of recent high-profile cases, as well as what penalties have been assessed against whom and why
  - Lessons learned
  - Implementing proactive measures to minimize the risks of exposure to sanctions and penalties
- Consumer protection concerns raised by emerging payment systems
  - Mobile payments
- Efficacy of existing regulations, many of which were written without emerging payment systems in mind
- How federal and state agencies will ensure that consumers are adequately protected
- Assessing the key issues and pitfalls at the federal level relating to money transmission
- Ensuring that your company has taken the necessary steps to satisfy regulatory scrutiny
  - Best practices for working with regulators to determine how best to meet compliance obligations
- OFAC and emerging payment systems
  - Jurisdiction and sanctions authority
  - How OFAC sanctions relate to new payment products and systems
  - Ensuring compliance with OFAC mandates
  - When OFAC screening is required and what it entails
  - When and how to disclose in compliance with OFAC
  - Ethics, marketing, and enforcement guidelines
  - Case studies
    - Lessons learned from recent cases
    - Assessing the impact of recent significant OFAC fines
- What will the regulatory landscape for emerging payment systems look like in the near future and which agencies will be involved?
- Piloting of new products by government agencies
  - Which products and services are government agencies interested in testing and using?

9:45 Networking and Refreshment Break

9:55 **Ensuring Compliance with the Evolving State Regulatory and Enforcement Framework Governing Emerging Payment Systems: An In-Depth Examination of Issues Relating to Money Transmission, Payment Processing, Licensing, and Other Considerations**

Thomas P. James
Senior Assistant Attorney General
Consumer Counsel – Consumer Fraud Bureau
Office of the Illinois Attorney General

Carolyn Eshleman
Vice President & Associate General Counsel
MoneyGram International



Judith E. Rinearson
Bryan Cave LLP



Heidi S. Wicker
Schwartz & Ballen LLP

Moderator:



Donald J. Mosher
Schulte Roth & Zabel LLP

- Perspectives on the policies behind money transmission laws, regulations, and licensing requirements
- Assessing the key issues and pitfalls relating to money transmission
- Separating fact from fiction in the area of money transmission
- Developments in state regulation of money transmitters
  - Coverage of processors, foreign entities, and emerging payment entities
- Issues arising from state examination and enforcement orders for money transmitters
- How various payment models relate to money transmission
  - What has worked and what has not
- State licensing requirements
  - Overview of the licensing process
  - Costs and difficulties associated with obtaining licenses in multiple jurisdictions
  - Impact on start-ups in the emerging payments space
- Avoiding state licensing requirements
  - Structuring your operations and designing your products so as to avoid triggering licensing requirements
- Money transmission as payment processing
  - Issues that arise when treating money transmission as payment processing
  - Which states have taken this view and why?
  - Legal basis
  - Distinctions between money transmission and payment processing
  - Best practices for determining whether your company is a money transmitter or merchant payment processor
- Fallout from California's money transmission law
  - Impact on the emerging payments market
- Key case studies involving money transmission
  - Takeaways; pitfalls to avoid
- How states are reacting to new and emerging federal initiatives
  - FinCEN's virtual currency guidance
    - How virtual currencies interact with transmission obligations
    - When do transmission obligations arise?
- Abandoned property
  - Analyzing existing state unclaimed property laws as they relate to emerging payment systems; complying with unclaimed property laws
- Preparing for and responding to increased state enforcement efforts
  - Lessons learned from recent enforcement actions
- Can state regulations and government resources keep up with the evolving technology of new payment products?
  - Recent developments in state money transmitter statutes designed to stay current with the evolving nature of electronic payments
  - Impact of applying existing regulatory paradigms to emerging payment systems
- Overcoming the challenge of complying with the increasing body of state consumer protection laws, especially those that are ambiguous in their application to emerging payment systems
- Which, if any, state regulations are unduly burdening innovation without providing significant consumer protections?
- Complying with varied state consumer information collection requirements

11:25 **Developing, Implementing, and Maintaining AML and Fraud Deterrence Strategies and Programs for Emerging Payment Systems, Without Negatively Impacting the Customer/User Experience**

Krista A. Griffith
Associate General Counsel, Global E-Commerce
Visa Inc.

Lisa Lechner
CCO
Venmo/Braintree



Carol R. Van Cleef
Patton Boggs LLP



Pervees Faisal Islam
Director
Compliance Advisory Services
Centra Payments Solutions

- Striking the proper balance between AML compliance, fraud prevention, and the customer/user experience
  - Legal implications
  - Maintaining customer satisfaction and funds availability while also protecting against fraud and ensuring AML compliance
  - Streamlining the technology and the underlying processes to minimize distractions and inconveniences for customers/users
  - Working with the product team to avoid, or at least minimize, inconveniences for customers/users

- How AML regulations impact new payment products and systems
- Best practices for ensuring BSA compliance in the absence of clear guidance
- Beyond BSA: what other statutes come into play when addressing AML requirements?
- AML issues arising at the state level
- Tor anonymity network
  - What is it, how and why are people using it, and what impact does it have on AML and fraud deterrence initiatives?
  - How can you tell if someone is using the Tor network?
- Identifying and assessing the money laundering and fraud risks that may arise in conjunction with the development of new payment products, delivery mechanisms, and technologies
- Best practices for identifying suspicious activity and filing SARs
- Evaluating your current AML program and identifying gaps or weaknesses
- Beneficial interests and their impact on AML efforts
- Determining which parties are responsible for which aspects of AML compliance
- Working with retailers and other parties to acquire information necessary for AML compliance
- Drafting contracts and agreements to enhance AML compliance
- Heightened AML/BSA scrutiny around the world
- New FATF recommendations: controlling for PEPs
- Asset forfeiture/seizure and its implications for emerging payment systems
  - Issues that arise in these cases
  - How they are investigated
- Understanding the fraud risks of emerging payment systems
  - How these new payment methods are being misused
- Identifying and combating fraud relating to tax refunds and government benefits
- Leveraging your AML program to detect fraud
- Evaluating your current fraud deterrence program and identifying gaps or weaknesses
- Assessing the effectiveness of product safeguards and techniques used to reduce occurrences of fraud and improve risk management
- Putting holds on accounts that might be compromised
- Communicating with law enforcement
- Lawsuits arising from fraud and other criminal abuses of the system
- Lessons learned from the e-gold case

12:40 Conference Ends – Lunch for Master Class B Participants

PRE-CONFERENCE MASTER CLASS

Wednesday, September 18, 2013 | 8:00 a.m. – 10:00 a.m.

A Understanding the Technology Underlying Emerging Payment Systems: Practical, Legal, and Regulatory Considerations for Attorneys and Compliance Professionals



Judith E. Rinearson
Bryan Cave LLP



Carol R. Van Cleef
Patton Boggs LLP

This interactive Master Class will provide attendees with a firm grip on the technologies that are used in a wide range of innovative payment systems, and how the underlying technology impacts legal and compliance considerations.

Topics to be addressed include:

- Analyzing the technology used in each step of the various emerging payment processes
  - Mobile payments and mobile wallets
  - Virtual/digital currencies
    - Bitcoin
  - Internet-based payments
- How funds are transferred
- Radio frequency identification (RFID)
- Near field communication (NFC) – what it is and how it works
- Structuring new products and product enhancements in ways that are intuitive and easy for customers to use but that also ensure regulatory compliance and data security
- The range of information captured by emerging payment systems and devices
  - Where the information is stored
- Understanding the new and emerging data security technologies
  - Chip-and-PIN versus mag stripe
- New technologies applied to traditional payment systems
  - Remote deposits of checks
    - How these transactions are processed
    - Who is liable for what when problems arise?

POST-CONFERENCE MASTER CLASS

Thursday, September 19, 2013 | 1:40 p.m. – 3:40 p.m.

B Credit, Debit, and Prepaid Cards: New Regulations and Reforms and Their Impact on 'Traditional' Payment Methods

Rob Kirsh
Director, Product Management
Product Use and Compliance | Payor Practices
First Data Prepaid Solutions



Ted Teruo Kitada
Senior Company Counsel
Wells Fargo Bank, National Association

With new and emerging reforms changing the face of the industry, credit, debit, and prepaid card companies are trying to stay afloat and remain in compliance. Participants in this Master Class will obtain a deeper understanding of the challenges and changes affecting the industry, and they will come away with best practices and effective solutions for the new regulatory paradigm.

Topics to be addressed include:

- How recent changes are impacting compliance initiatives
- The Durbin Amendment and its impact on the debit and prepaid markets
  - Developing prepaid products that qualify for the exemption under Durbin
- Understanding new disclosure requirements
  - Best practices for disclosures
  - Modifying terms to ensure compliance
- Providing proper notice for opting into overdraft
- Navigating through increased transparency requirements, including additional disclosure on the Fed website
- 'Plain English' disclosures
- TILA/UDAP violations in the context of card issuance

© American Conference Institute, 2013

American Conference Institute's 8th National Forum on

BALANCING INNOVATION WITH CONSUMER PROTECTIONS IN

EMERGING PAYMENT SYSTEMS

September 16-17, 2013 | Grand Hyatt Washington | Washington, DC

...from in-house counsel and compliance professionals, senior executives from industry-leading companies, high-level regulatory and enforcement officials, and top outside counsel specializing in emerging payment systems

Plus, don't miss the Pre- and Post-Conference Master Classes:

A Understanding the Technology Underlying Emerging Payment Systems: Practical, Legal, and Regulatory Considerations for Attorneys and Compliance Professionals

B Credit, Debit, and Prepaid Cards: New Regulations and Reforms and Their Impact on "Traditional" Payment Methods

REGISTRATION FORM

PRIORITY CUSTOMER CODE

860L14-WEB

ATTENTION MAILROOM: If undeliverable to addressee, please forward to:
Corporate Counsel, Banking, Payment Systems, Compliance/Risk Manager

Can be recycled

CONFERENCE CODE: 860L14-WAS

☐ YES! Please register the following delegate for EMERGING PAYMENT SYSTEMS

CONTACT DETAILS

NAME ..... POSITION .....

APPROVING MANAGER ..... POSITION .....

ORGANIZATION .....

ADDRESS .....

CITY ..... STATE ..... ZIP CODE .....

TELEPHONE ..... FAX .....

EMAIL ..... TYPE OF BUSINESS .....

☐ I would like to receive CLE accreditation for the following states: _____. See CLE details inside.

FEE PER DELEGATE	Register & Pay by Jul 12, 2013	Register & Pay by Sep 4, 2013	Register after Sep 4, 2013
☐ Conference Only	$1995	$2095	$2295
☐ Conference & Master Class ☐A or ☐B	$2495	$2595	$2795
☐ ELITEPASS*: Conference & Both Master Classes	$2995	$3095	$3295

☐ I cannot attend but would like information on accessing the ACI publication library and archive

*ELITEPASS is recommended for maximum learning and networking value.

PAYMENT

Please charge my

☐ VISA ☐ MasterCard ☐ AMEX ☐ Discover Card ☐ Please invoice me

NUMBER ..... EXP. DATE .....

CARDHOLDER .....

☐ I have enclosed my check for $_____ made payable to **American Conference Institute** (T.I.N. --98-0116207)

☐ ACH Payment ($USD)

Please quote the name of the attendee(s) and the event code 860L14 as a reference.

For US registants:
Bank Name: HSBC USA
Address: 800 6th Avenue, New York, NY 10001
Account Name: American Conference Institute
ABA Routing and Transit Number: 021-05205-3
UNC Account Number: 74352425

Non-US residents please contact Customer Service for Wire Payment information

Registration Fee

The fee includes the conference, all program materials, continental breakfasts, lunches and refreshments.

Payment Policy

Payment must be received in full by the conference date. All discounts will be calculated on the Conference Only fee (excluding add-ons), cannot be combined with any other offer, and must be paid in full at time of order. Group discounts available to individuals employed by the same organization.

Cancellation and Refund Policy

You must notify us by email at least 48 hrs in advance if you wish to send a substitute participant. Delegates may not "share" a pass between multiple attendees without prior authorization. If you are unable to find a substitute, please notify **American Conference Institute (ACI)** in writing up to 10 days prior to the conference date and a credit voucher valid for 1 year will be issued to you for the full amount paid, redeemable against any other **ACI** conference. If you prefer, you may request a refund of fees paid less a 25% service charge. No credits or refunds will be given for cancellations received after 10 days prior to the conference date. **ACI** reserves the right to cancel any conference it deems necessary and will not be responsible for airfare, hotel or other costs incurred by registrants. No liability is assumed by **ACI** for changes in program date, content, speakers, or venue.

Hotel Information

American Conference Institute is pleased to offer our delegates a limited number of hotel rooms at a preferential rate. Please contact the hotel directly and mention the "ACI – EPS" conference to receive this rate.

Venue: Grand Hyatt Washington
Address: 1000 H Street, NW, Washington, DC 20001
Reservations: 888–421–1442 or 202–582–1234

Incorrect Mailing Information

If you would like us to change any of your details please fax the label on this brochure to our Database Administrator at 1–877–927–1563, or email data@AmericanConference.com.

5 Easy Ways to Register

MAIL **American Conference Institute**
45 West 25th Street, 11th Floor
New York, NY 10010

PHONE 888–224–2480

FAX 877–927–1563

ONLINE
AmericanConference.com/
EmergingPayments

EMAIL
CustomerService
@AmericanConference.com

CONFERENCE PUBLICATIONS

To reserve your copy or to receive a catalog of **ACI** titles go to www.aciresources.com or call 1–888–224–2480.

SPECIAL DISCOUNT

We offer special pricing for groups and government employees. Please email or call for details.

Promotional discounts may not be combined. **ACI** offers financial scholarships for government employees, judges, law students, non–profit entities and others. For more information, please email or call customer service.

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Brandis Anderson	(2) Estimated Cost: $7,475.00	(3) Requisition Number: CFP-50400-12-0018

(4) Description of Required Supplies or Services:

American Conference Institute's Emerging Payment Systems Conference.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
*(**NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

See attached rationale.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

See attached.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

Requisition Number:_____

(9) Requisitioner's Signature and Title See attached approval
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 7138 Date 2-21-12

Contracting Officer's Signature _____
Telephone No. 7180 Date 3/21/12

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date_____

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $12,126.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:

This procurement is for six CFPB employees to attend the User Experience (UX) Conference in San Francisco, CA from August 20-23, 2013.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The UX conference focuses on front-end web design and development to make websites more user-friendly. The courses in this conference range from Information Architecture to Collaborative Design. The Information Architecture will teach the attendees new skills and tactics for organizing and labeling data and metadata to enhance ease of use. The Collaborative Design course will teach attendees how to effectively communicate and collaborate with end user to design web pages to meet their needs. These skills are core competencies required by the members of the CFPB Digital and Design teams to maintain and enhance the agency's public-facing and internal websites.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Members of the CFPB Technology and Innovation (T&I) team conducted market research in the form of internet searches for conferences geared towards user experience front-end web design. Because of the highly specialized nature and anticipated limited number of user experience front-end web design conferences, members of T&I searched for conferences throughout the continental United States. UX was the only conference found that focused on user experience front-end web design and had a sufficiently varied curriculum to cater to the different skill sets and positions within the CFPB Digital and Design teams.

Requisition Number: TBD

(9) Requisitioner's Signature and Title John Braun
Telephone No. 202-435-9507 Date06/11/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Sherri Pardee
Telephone No. 304-480-7293 Date 6/11/13

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 6/11/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 6/11/13

for
(11) BCPO Signature Jeannine S Johnson Date 6/11/13

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $12,126.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:

This procurement is for six CFPB employees to attend the User Experience (UX) Conference in San Francisco, CA from August 20-23, 2013.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The UX conference focuses on front-end web design and development to make websites more user-friendly. The courses in this conference range from Information Architecture to Collaborative Design. The Information Architecture will teach the attendees new skills and tactics for organizing and labeling data and metadata to enhance ease of use. The Collaborative Design course will teach attendees how to effectively communicate and collaborate with end user to design web pages to meet their needs. These skills are core competencies required by the members of the CFPB Digital and Design teams to maintain and enhance the agency's public-facing and internal websites.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Members of the CFPB Technology and Innovation (T&I) team conducted market research in the form of internet searches for conferences geared towards user experience front-end web design. Because of the highly specialized nature and anticipated limited number of user experience front-end web design conferences, members of T&I searched for conferences throughout the continental United States. UX was the only conference found that focused on user experience front-end web design and had a sufficiently varied curriculum to cater to the different skill sets and positions within the CFPB Digital and Design teams.

Requisition Number: TBD

(9) Requisitioner's Signature and Title John Braun
Telephone No. 202-435-9507 Date06/11/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Terri Pardee
Telephone No. 304-480-7293 Date 6/11/13

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 6/11/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 6/11/13

for
(11) BCPO Signature Terrance A Johnson Date 6/11/13

Consumer Financial Protection Bureau

TEMPLATE B
JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name:*

Consumer Financial Protection Bureau, Office of Consumer Engagement

2.0 *Nature and/or description of the action being approved.*

Fixed-price, Sole Source contract with the Advertising Council (a.k.a. "Ad Council").

3.0 *Description of Requirement (including the estimated value).*

The CFPB aims to engage a full services marketing contractor who can help the CFPB develop marketing strategies and campaigns that will reach targeted audiences, execute those campaigns, and measure the results for the first phase of the CFPB's Consumer Experience program, which is oriented around the goal of Paying for College. The estimated value of this procurement will be approximately $1 million for the first year of services, with two Option Years estimated at approximately $1 million and $1.8 million, respectively. The total life cycle cost, if both Option Years are exercised, is approximately $3.8 million.

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

The CFPB's Consumer Experience Program (the Program) is the premier consumer-facing offering available through the CFPB's digital media channels (consumerfinance.gov, social media, etc.). The Program is a platform for building a trusted relationship with the American public by offering a series of goal-oriented modules that provide actionable advice to consumers navigating the most difficult financial decisions they face in the marketplace, such as how to pay for college or buy a home. The first module in the Program, launching in fall 2012, is Paying for College.

The CFPB is a new government agency, still building its awareness among the American public, and consumers do not yet recognize it as a source of trusted financial information. Aggressive marketing will help build the agency's brand and make consumers aware of the resources and information the Program provides.

The Advertising Council is the nation's foremost provider of public service communications – the company's logo has high brand recognition and equity, and it is often referred to as the "Good Housekeeping" seal of approval for a public service marketing message. A recent national survey of adults found that 55 percent of respondents were familiar with The Advertising Council, 64 percent recognized their logo, and 71 percent felt the work they performed was important.

The Advertising Council is a unique organization in the advertising industry – it invented the concept of the public service advertising campaign as a way to make the American public aware of tools, products, information, and actions that could provide them with great benefit, and it is recognized by the advertising industry as the organization that will present its public service work in the United States. There is no other known source offering the full range of public service campaign services nationwide.

The Advertising Council's unique donated media model utilizes a proprietary media database and provides dissemination and outreach to the universe of national media outlets, more than 33,000, for multi-media campaigns. The Advertising Council has developed their proprietary media database over 66 years. By building relationships with leaders at national media companies, the Advertising Council gets upfront commitments for more than half a billion dollars worth of donated media yearly. To further solidify their relationships at the local level, the Advertising Council deploys Regional Media Directors to every media market in the U.S. to champion campaign messages, thereby securing local media. This multi-layered media outreach strategy maximizes national and local support to deliver premier donated media placements, nearly 70 percent of which air in highly desirable times during the day and evening.

In 2010, the Advertising Council captured an estimated $1.4 billion of the U.S. donated media universe, making it the category leader for Public Service Announcement time. The $1.4 billion

in donated media exposure places The Advertising Council among the top 10 advertisers in the U.S. The Advertising Council achieves these numbers through its extensive distribution network and well-established relationships with key media decision makers.

The Advertising Council also has a proven track record of success on some of the most important social issues of our time. They have worked campaigns for Polio, Aids, Hunger, Drunk Driving, Literacy, Obesity to Foreclosure, partnering with institutions like Disney and the Television Bureau of Advertising to get the messages out. These messages have achieved results. For example, during a foreclosure prevention campaign, hotline calls increased by 984 percent, resulting in 200,000 counseling sessions or a total of 557 percent increase in the number of people who are facing foreclosure helped.

The CFPB seeks a sole source contract for the Advertising Council because of their unique position in the world of public service marketing, a position that makes them the only qualified organization to market the CFPB's Pay for College platform. It should be noted that various recent, relevant examples of similar Sole Source requirements awarded to the Advertising Council by other federal agencies can be found at the Governmentwide Point of Entry (FedBizOpps.gov). Here are three (3) examples:

https://www.fbo.gov/index?s=opportunity&mode=form&id=15379bb92ef9d0885bd88185b4037761&tab=core&_view=0

https://www.fbo.gov/index?s=opportunity&mode=form&id=ad38a80d16f1802e94e06118007455a0&tab=core&_view=0

https://www.fbo.gov/index?s=opportunity&mode=form&id=2f1c7f1e471e338e02411e8d8a268272&tab=core&_view=0

In summary, the Advertising Council is the only source that can satisfy CFPB's current need due to its unique combination of market share, institutional knowledge, and full public service advertising campaign services. This is not an instance where another vendor could "ramp up" and provide equivalent services over time – the unique qualities of the Advertising Council clearly set it apart from all other full services marketing options.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

In accordance with FAR 5.2, a notice on the Governmentwide Point of Entry has been posted to give all vendors notice of the Government's intent to sole source this requirement with the Ad Council.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

While a proposal has yet to be received from the Ad Council, and negotiations have yet to be conducted, the Government anticipates that the Ad Council's proposed pricing will be fair and reasonable. To create its campaigns, the Advertising Council secures services from national public relations, web development, and social media firms at non-profit rates, averaging a 20 percent reduction in project fees. On a given campaign, volunteer agencies donate on average more than 2,000 hours of labor each year, equating to an estimated $435,000 in donated time and services. This unique business model allows the Ad Council to offer highly competitive pricing, in general. A determination of fair and reasonable pricing will be documented by the Contracting Officer prior to award.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

A review of the advertising industry was conducted, and it was determined that no other organization, non-profit, for profit, company, or agency provides the integrated, comprehensive communications service and/or public service announcements that the Ad Council provides. Based on the market research, the Advertising Council is the only source that can meet the CFPB's requirements.

The Advertising Council is the unique organization designated by the advertising industry to present its public service work in the United States. There is no other known source offering the full range of public service campaign services nationwide. No other full services marketing companies have the brand equity and proven record of performance specifically for public service marketing and creating behavior change that the Advertising Council has demonstrated throughout its 66 years of existence. The Advertising Council is the industry gold standard of public services marketing. In 2010 it captured an estimated $1.4 billion of the U.S. donated media universe, making it the category leader for Public Service Announcement time. No other company is capable of garnering that level of exposure.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.*

N/A

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.*

N/A

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.*

N/A

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.*

Two (2) other vendors have expressed interest in this acquisition. The Ochsner Group, LLC submitted a Capabilities Statement on 9/16/12, requesting that this requirement be set aside for Service-Disabled Veteran-Owned Small Businesses. The Henker Group submitted a Capabilities Statement on 9/23/2012. However, these firms do not have the capabilities, depth, or breadth of expertise, staff, or experience to lead a project of this magnitude. No other firms have come forward to express an interest in the acquisition since the required pre-award notice was posted.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

This is the only known need at this time. Follow-on efforts are not currently anticipated beyond the potential three (3) year period of performance (assuming both Option Years are exercised).

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

Peter Jackson — 9/27/12
Peter Jackson — Date
Assistant Director, Office of Consumer Education and Engagement

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

William R. Olson — 9/27/12
Nicholas R. Olson — Date

Senior Contracting Officer

9/27/2012

Joshua F. Galicki
Competition Advocate

Date

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $4,950.00 ($825 per person)	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:

This procurement is for six members of the CFPB Design and Digital teams to attend the Head, Heart, Hand: AIGA Design Conference in Minneapolis, MN from October 10-12, 2013.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The 2013 AIGA Design Conference happens once every two years, and is hosted by the American Institute of Graphic Arts (AIGA), the professional association for design. The conference will cover a range of topics, including client engagement/management, how to build brand equity, and how to design for multiple devices. These skills are core competencies of members of the CFPB Design team, as they must elicit design requirements from different CFPB divisions/users, ensure all designs are consistent within the CFPB "brand", and that the design allows users to access the Bureau's public facing website through a variety of devices and platforms (e.g laptops, tablets and smartphones). Additionally, the conference offers areas of focus in design thinking and strategy, design for social impact, and design as craft. These skills will allow the attendees to learn how to continue to maintain and enhance the Bureau's public facing website and intranet to meet customer needs.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Members of the CFPB Technology and Innovation (T&I) team conducted market research in the form of internet searches for conferences geared towards a holistic approach to web design. Because of the highly specialized nature and anticipated limited number of reputable design conferences, members of T&I searched for conferences throughout the continental United States. AIGA Head, Heart, Hand Conference was the only conference found that focused on design as a holistic process and taught skills such as effective client management and building brand equity to cater to the skill sets within the CFPB Digital and Design teams.

Requisition Number: TBD

(9) Requisitioner's Signature and Title John Braun
Telephone No. (202) 435-9507 Date 7/8/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Terri Vardee
Telephone No. 304-480-7293 Date 7/8/2013

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 7/8/2013

Small Business Specialist Signature
(Review and Approval required if over $25,000)
Telephone No. Date

for
(11) BCPO Signature Date 7/8/13

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Haas, Larry	(2) Estimated Cost: $516,000.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:
American Bankers Association (ABA) training

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements for _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information __

Brand Name____
NOTE: In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB has a requirement to obtain compliance training for its examiner workforce. The American Bankers Association (ABA) is an industry trade group and professional association representing the United States' banking industry. The association lobbies to influence federal legislative and regulatory activities, legal action, communication and consumer education, research, and products and services that promote, educate, train, inform and support members. As the banking industry is being reshaped by new legislation and regulation, the ABA delivers valuable, complete and practical preparation for compliance professionals. The ABA National Compliance School focuses on comprehensive instruction in core federal banking laws and regulations. CFPB needs this requirement because the ABA school provides a unique training opportunity for the CFPB senior safety and soundness examiners, who are expected to lead compliance examinations relatively quickly, providing exposure to compliance management, and additionally giving the opportunity to work with industry experts establishing relationships that will become resources for the future. The American Bankers Association (ABA) represents banks of all sizes and charters. Training from ABA is unique because the ABA is the voice of the American banking industry. No other vendor or organization has the same representation. In addition, no other vendor can match the comprehensive compliance training program course offerings that ABA does.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

As the industry leader, the ABA provides the respected and preferred training to meet regulatory compliance. The ABA National Compliance School has been educating compliance professionals for over thirty years. The curriculum is developed and presented by ABA's nationally recognized faculty of npliance practitioners and experts. The ABA is at the forefront of professional development and training the field of compliance earning the nation's most respected compliance practitioners and experts for a comprehensive, interactive compliance education. No other vendor commands this representation.

In addition, the intent to sole source this requirement to the ABA combined with an RFI was posted to the Federal Business Opportunities website on 11/09/2011. We received one response. After completion of our evaluation of the material submitted it was determined that Lorman does not meet our requirement. The ABA compliance school is a week-long course that covers a full range of consumer compliance topics. It is broken down into three main pieces: the first piece covers deposit-operations regulations; the second covers lending regulations, and the third covers compliance management. Unlike the ABA sessions that we've requested, the two fliers submitted by Lorman do not cover any of the deposit-related consumer compliance regulations and requirements nor do they cover consumer compliance management program/process related requirements and standards. The two fliers show that the offerings are much more narrow. One coverd Federal Mortgage Laws in the state of Pennsylvania, and other coverd Commercial Lending.

Requisition Number: _____

(9) Requisitioner's Signature and Title See Attached Email
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Angela Zeller
Telephone No. 304-480-8849 Date 11/23/11
Contracting Officer's Signature for Debra Tammie Johnson
Telephone No. _____ Date _____

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 11/28/2011

(11) BCPO Signature for Tammie Johnson Date 11/28/11

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Consumer Response.

2.0 *Nature and/or description of the action being approved and estimated dollar value*. This acquisition is for the registration fee for the 4th Annual Consumer Financial Services Basics 2013 for 10 CFPB Legal staff members. The price is $8,450 for the period 30th September 2013-1 October l2013.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)*. This workshop is held every year, by the American Bar Association, which explains each of the major sources of regulation of consumer financial products and the content of the regulatory techniques and policies that are common threads in a complex regulatory environment. No other entity has been found to provide this type of training, which includes subjects such as price regulation of financial products, and federal preemption of state price limitations, truth in lending and disclosure requirements, advertising, marketing, and sales practices. loan origination, servicing and collection regulating unfair, deceptive, and abusive acts and practices. Data security, fraud prevention and identity protection, consumer reporting: FCRA & FACT Act, Fair lending and fair access to financial services, remedies: regulators and private plaintiffs, CFS Perspectives from Consumer Advocates, CFS Perspectives from Industry counsel, qand the quantity and quality of this training during the timeframe required (4th quarter FY13).

4.0 *A description of the market research conducted and the results or a statement of the reason market research was not conducted*. The Program Office researched this requirement. The Contracting Officer found no other training for less money and that provided the same, or similar, training.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies*. This acquisition is exempt from public announcement.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*. NA

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable*. The anticipated cost to the Government will be based on the training event's public pricing.

To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Signature — Date: 9-23-13

Angelika Scurlock
Contracting Officer — Date: 9-23-13

SEP 24, 2013

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Elizabeth Reilly, CFPB OCFO	(2) Estimated Cost: $4,000	(3) Requisition Number: CFP-20500-13-0012

(4) Description of Required Supplies or Services:
This request is for 4 staff members in the Office of the Chief Financial Officer to attend the annual conference of the Association of Government Accountants (AGA) in Dallas, Texas in July 2013. The conference covers new issues and best practices in areas affecting the OCFO broadly, from budget to accountability to financial management. OCFO staff will be attending from our internal control and governance/compliance teams.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__x__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The Professional Development Conference is sponsored by the Association of Government Accountants (AGA) and covers specific areas that will benefit CFPB staff and projects underway.

Topics covered include auditing; contract management; benefit and payment programs; performance and accountability; risk modeling and enterprise risk; shared services; data, analytics, and transparency; internal controls over operations; and major financial initiatives.

OCFO is in the process of creating several financial and programmatic processes from scratch, and will benefit from the broad curriculum and multiple training topics offered at this conference.

Also, given the timing of several reports and other processes that OCFO is responsible for, certain staff have very narrow timeframes that they are free to pursue external training opportunities. The July timeframe offered by this conference lined up with these participants' schedules when other times would not work.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

OCFO staff has attended and will attend other external training forums during the year, for example issue specific training offered by commercial training vendors in Washington, DC. These trainings are offered on a continual basis throughout the year, and therefore they would meet the timing requirements of OCFO staff. However, these classes

build deep skills in a particular topic, rather than an exposure to multiple topics in a single forum. Exposure to multiple topics is essential for staff to be able to efficiently consider the issues that they are working on from multiple lenses.

OCFO staff will also attend other widely-attended conferences that offer exposure to financial issues from multiple lenses, but the timing of those conferences will not accommodate staff availability. In conducting this analysis, we looked at the following conferences:

- NLC: Strategic Innovation for Government Leaders (offered by AGA in February)
- Internal Control and Fraud Prevention (offered by AGA in September)
- Federal Performance Management Training (offered by AGA in June)
- Federal Financial Management Conference (offered by JFMIP in May)
- Research Conference (offered by APPAM in November)
- Governance, Risk, and Control Conference (offered by IIA in August)
- Financial Management Conference (offered by FMS in August)

Requisition Number:_____

(9) Requisitioner's Signature and Title see email Eli Reilly, 7/2/13
Telephone No. 202-435-7278 Date 7/2/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-7253 Date 7/8/13

Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 7/8/13

Small Business Specialist Signature n/a
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature for Jerome D Johnson Date 7/9/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

SOLICITATION NO.: CFP-14-P-XXXX
JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Research, Markets and Regulations*: Consumer Financial Protection Bureau, Office of Credit Information, Collections and Deposit Markets.

2.0 Employe training – *BAI Retail Delivery Conference* – conducted at:

700 14th Street,
Denver, Colorado 80202

Individual(s) attending:

Gary Stein	*$1995.00*	*November 5-7, 2013*
Heidi Johnson	*$1995.00*	*November 5-7, 2013*

3.0 Market research was performed. There are no other (*training/seminar/conferences*?) similar in scope and content that matches the skill requirements and ongoing professional development needed for the personnel name above. *To stay abreast of industry trends; meet with stakeholders and facilitate ongoing work and mission of RMR including learning about new technologies available to the deposits industry.*

4.0 The contemplated award price for the above training has been determined fair and reasonable based on a comparison to the commercial catalog pricing as published by the course provider. The price is in accordance with the catalog pricing and thereby fair and reasonable per FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Originator's Signature (Assistant Director or Deputy) — Date: 10/28/13

Name Vanessa del Toro — Date: 10/28/13
Contracting Officer

cfpb Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB) (otherwise known as "the Bureau"), Office of Enforcement

2.0 *Nature and/or description of the action being approved.*

The CFPB Office of Enforcement is seeking to retain Birny Birnbaum as a consulting (and potential testifying) expert for the *In re* Captive Mortgage Reinsurance investigation (the "investigation"), which was transferred from the U.S. Department of ousing and Urban Development (HUD) to the Bureau shortly after July 21, 2011. We propose to ask Mr. Birnbaum to opine on captive reinsurance arrangements at issue in this case; the premiums paid by the Mortage Insureres; and what other benefit, if any, did the mortgage insurers receive from the captive reinsurance arrangements.

3.0 *Description of Requirement (including the esttmated value).*

Expert Consulting services, as described in Section 2.0, above. Estimated value: $50,000(based on Mr. Birnbaum's commercially available hourly consulting labor rate)

4.0 *Statutory authority permitting other-than full and-open competition.*

☐ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☒ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

SOLICITATION NO.: N/A
JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

We located Mr. Birnbaum as a potential expert after nearly a year attempting to identify and retain an expert in this matter. Captive mortgage reinsurance is an exotic and narrow field, and the universe of potential experts is small. Although we identified and made preliminary contact with a half dozen other potential experts, all were either unavailable, or disqualified as a result of conflicts of interest or lack of comfort with the subject matter. In addition, as indicated we are seeking Mr. Birnbaum in the context of potential litigation, and his retention should remain confidential. *See*, 12 C.F.R. § 1080.14(b). For the foregoing reasons, we believe other-than-full-and-open competition is appropriate and justifiable in this case. In addition, because of the need for confidentiality, it would not be appropriate and is not required to have this retention synopsized on FedBizOpps, the government-wide procurement point of entry..

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

We are seeking Mr. Birnbaum in the context of potential litigation, and his retention should remain confidential. *See*, 12 C.F.R. § 1080.14(b). Because of the need for confidentiality, it would not be appropriate to have this retention listed in the FARS database pursuant to exemption 14.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* For this case, Mr. Birnbaum has agreed to discount his usual consulting rate of $450 to $295 per hour, based on the Bureau's status as a government agency.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

We located Mr. Birnbaum as a potential expert after nearly a year attempting to identify and retain an expert in this matter. Captive mortgage reinsurance is an exotic and narrow field, and the universe of potential experts is small. Although we identified and made

preliminary contact with a half dozen other potential experts, all were either unavailable, or disqualified as a result of conflicts of interest or lack of comfort with the subject matter.

9.0 *Any other facts supporting the use of other than full and open competition:* None.

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* This section is not applicable, as there is no synopsis requirement for this action. This is a contract for expert consulting services.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* The agency plans to conduct further research in the future to determine any others expert consultants with significant expertise in this field.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

7/9/13

Name: Kent Markus — Date
Title: Enforcement Director

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Nicholas Olson — 7/9/13

Nicholas Olson — Date
Contracting Officer

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name:* Consumer Financial Protection Bureau, Office of Fair Lending and Equal Opportunity.

2.0 *Nature and/or description of the action being approved.* Award of an indefinite delivery, indefinite quantity contract to consulting firm BLDS, LLC, expert witness services in connection with enforcement actions involving Fair Lending-related issues.

3.0 *Description of Requirement (including the estimated value).*

Firm BLDS will provide expert advice, and conduct fair lending analyses, including but not limited to, statistical analyses, modeling, information and data requests, and other areas of quantitative and qualitative analysis related to claims under the federal fair lending laws, including the Equal Credit Opportunity Act, in enforcement actions.

At least eight enforcement actions. 160 hours per project = 1,280 total hours needed at approximately $450/hour.
Total cost: approximately $608,000.

4.0 *Statutory authority permitting other-than full and-open competition:* FAR 6.302-3, Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services.

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

OFLEO's enforcement actions will require experts who are highly specialized in the area of fair lending discrimination and well versed in the area of regression analysis and credit risk models. The unique qualifications and experiences of BLDS Ph.D. economists will provide CFPB/OFLEO with the highest quality product and analyses in the most efficient, timely, and credible manner. Dr. Siskin, founder and CEO of BLDS, is the leading and nationally renowned expert in the area of the application of statistics in law, specializing in the area of analyzing data for statistical evidence of discrimination and fair lending. In addition to teaching at Temple University and serving as Chairman of the Department of Statistics, Dr. Siskin has testified for both plaintiffs and defendants in more than 200 cases, including discrimination, fair lending, and commercial and environmental cases. Dr. Siskin has frequently been appointed by federal judges as a neutral expert to aid the court in statistical issues and he was the statistical consultant to the Third Circuit Court of Appeals Task Force on Equal Treatment in the Courts. In addition, he has written, lectured, and published extensively in the area of statistics, statistics and litigation, and quantitative techniques.

Dr. Siskin has served as a statistical consultant to the U.S. Department of Justice, the Equal Employment Opportunity Commission, the U.S. Department of Labor, the Federal Bureau of Investigation, the Central Intelligence Agency, the Environmental Protection Agency, the National Aeronautics and Space Administration and Fannie Mae (the Federal National Mortgage Association) and Freddie Mac (the Federal Home Loan Mortgage Corporation), as well as numerous other federal, state and city agencies and Fortune Five Hundred corporations.

In addition to Dr. Siskin, BLDS has six Ph.D. economists on staff who are also well-established statistical experts. For example, Dr. Joe Trippi is also a highly-regarded and nationally-renowned expert in the area of statistical analysis and fair lending. He has more than 17 years of experience as a litigation consultant and over 20 years of college teaching, research and administration experience. He has particular expertise in the area of fair lending regarding mortgage pricing and underwriting, and custom credit score development and validation. Dr. Trippi has provided consultation to major financial institutions, as well as serving as a consultant for the Federal Trade Commission regarding fair lending matters and providing expert analysis used in investigation and litigation of mortgage lending practices. Another highly qualified member of the BLDS team is Dr. Leonard Cupingood, who has particular expertise in designing and applying statistical models for the banking industry, including mortgage pricing models and analysis of loss mitigation generally and mortgage modification activity specifically.

BLDS, under Dr. Siskin's leadership as principal and CEO, will provide expert analysis in support of the development and prosecution of CFPB/OFLEO actions. As necessary, Dr. Siskin, as well as other highly qualified BLDS experts, will be available to provide expert testimony explaining the firm's analysis and conclusions..

See also attached *curriculum vitae of Dr. Bernie Siskin*.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

Based on personal knowledge of fair lending litigation, and review of briefs, reported case decisions, and other literature, CFPB/OFLEO attorneys have determined Dr. Siskin and BLDS are uniquely qualified to provide expert analysis and testimony in support of CFPB/OFLEO enforcement actions. While other individuals and entities are capable of statistical analysis, Dr. Siskin's qualifications and credibility with respect to fair lending analysis and litigation are unmatched. Award to an entity other than BLDS would weaken CFPB/OFLEO's ability to ensure that its enforcement actions are based on the soundest analytical basis and presented to tribunals in the most effective manner.

Therefore, In accordance with Section 6.302-3(b)(3)(i)(A), BLDS' services expert witnesses, whether or not testimony is expected to be given, are necessary for anticipated enforcement actions involving fair-lending matters requiring statistical expertise and analysis. In addition

to participation in the analysis, presentation, or defense of any fair-lending claim in litigation or dispute, or anticipated to result in dispute or litigation before any court, administrative tribunal, or agency, BLDS may participate in settlement negotiations or an alternative dispute resolution.

The requirements of FAR Part 5.2 were met through the publication of a notice of intent to sole-source on 01 May 2012, with a request for capabilities statements by 11 May 2012. No responses were received as a result of the notice.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The Contracting Officer possesses sufficient information on prices for similar services in the marketplace to negotiate prices that are fair and reasonable. The Contracting Officer will ensure labor rates are determined to be fair and reasonable prior to the issuance of any contractual vehicle.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.* A number of OFLEO's staff and attorneys have come from other federal agencies and the private/banking industry where BLDS, among others, had been utilized in an expert/consultant capacity. Based on this experience and knowledge in OFLEO, there was consensus that BLDS consistently provided the highest quality work product.

9.0 *Any other facts supporting the use of other than full and open competition,* such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.*
N/A

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.*
N/A

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.*
N/A

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* The requirements of FAR Part 5.2 were met through the publication of a notice of intent to sole-source on 01 May 2012, with a request for capabilities statements by 11 May 2012. No responses were received as a result of the notice.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*
N/A

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL*. All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

Patrice Alexander Ficklin — 6/13/12

Patrice Ficklin
Assistant Director, OFLEO

Date

2.0 *PROCUREMENT STAFF*. To the best of my knowledge and belief, I certify that this justification is accurate and complete.

13 JUNE 2012

Name
Elie F. Stowe

Date

N/A

Joshua F. Galicki
Competition Advocate (actions over $650K - $12.5 million)

Date

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-14-P-00016, BLDS

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Fair Lending and Equal Opportunity (OFLEO).

2.0 *Nature and/or description of the action being approved and estimated dollar value.* The CFPB requires expert advice, and conduct Fair Lending analyses, including but not limited to, statistical analyses, modeling, information and data requests, and other areas of quantitative- and qualitative analysis related to claims under the Federal, Fair Lending laws, including the Equal Credit Opportunity Act, in enforcement actions (including reasonably foreseeable enforcement actions). The amount of the Purchase Order is $150,000.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)* Dr. Siskin is a leading expert in the area of the application of statistics in law, specializing in the area of analyzing data for statistical evidence of discrimination. He and his firm, BLDS, are uniquely qualified in the areas of statistical and quantitative analysis for purposes of federal litigation (including reasonably foreseeable enforcement actions). Dr. Siskin has written, taught, and testified extensively in this particular area, as have the majority of the subject-matter experts at BLDS.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* The CFPB conducted a survey of the Fair Lending attorneys within OFLEO to identify qualified contractors to provide expert advice for enforcement matters; there was consensus around BLDS.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* This action is exempt from synopsis. The authority for the exemption is FAR 5.202(a)(14): the proposed contract action is made under conditions described in 6.302-3 with respect to the services of an expert to support the Federal Government in any current- or anticipated litigation or dispute.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* Not applicable.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The Contracting Officer will ensure labor rates are determined "Fair and Reasonable" prior to the issuance of any contractual vehicle.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Rebecca Bellford 12/3/13

Originator's Signature (Assistant Director or Deputy) Date

Digitally signed by ELIE STOWE
DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=ELIE STOWE, 0.9.2342.19200300.100.1.1=95581001580288
Date: 2013.12.03 15:59:07 -05'00'

Name Date

Contracting Officer

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost: ~~$44,000.00~~ $84,000	(3) Requisition Number:

(4) Description of Required Supplies or Services:

Onsite services and implementation support for Quest migration tool.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The Consumer Financial Protection Bureau (CFPB) previously purchased 3,000 Quest email migration licenses for Microsoft Exchange, Active Directory and Sharepoint, along with the support services from BlueTech, Inc. (Blue Tech) under contract TPD-CFP-12-K-00079. These items are to facilitate CFPB's migration of these services from the Department of the Treasury, Departmental Offices (DO)'s infrastructure onto CFPB's owned and managed infrastructure. The support services are for the configuration of the Quest migration tool, activation of the licenses and training to CFPB staff to effectively manage the tool and supporting work through the migration. Through the contract, Blue Tech has provided Quest subject matter experts (SMEs) that have obtained the proper clearance from CFPB's Office of Personnel Security and have worked on-site at CFPB to accomplish these tasks.

Due to the volume, complexity and amount of time needed for the migration and risk of disruption to CFPB's daily activities, it must take place during non- business hours. The CFPB in-house systems engineering staff does not have the capacity to do this work during this timeframe while simultaneously performing essential daily operating and maintaining engineering work during the day. Therefore, the CFPB requires additional contractor support to conduct the migration during the off hours and to supplement the capacity of the systems engineering team for this specific time frame.

Blue Tech is the only resource available to complete this task. Blue Tech has SMEs who are familiar with CFPB's technical environment, the Quest tool's functionality, and have been cleared by CFPB's Office of Personnel Security in order to perform the work. It is estimated to locate another contractor with Quest SMEs, have those resources cleared by the CFPB Office of Personnel Security and bring them up to speed to perform the work would delay the project by at least (4) four months. The requested amount of hours (132) is the amount needed to complete the migration scheduled to occur from October 4 through November 4. Without this support, the CFPB will be hindered severely in our ability to migrate these major services from Treasury in a timely manner which would have significant downstream impact to cost and resources both within and outside of CFPB.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
Market research was conducted on the previous purchase. The time between the previous award (9/2012) and subsequent contract modifications that considered the market climate in order to exercise the option period (9/2013), is minimal (the mod was issued on 9/23/13). As such, no further market research was conducted given the fair and reasonableness of the pricing offered by the proposed small business vendor.

Requisition Number:_____

(9) Requisitioner's Signature and Title See Email in Folder
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Brandon D Summerville
Telephone No. 304-480-6889 Date 9/30/2013

Contracting Officer's Signature P. L. Stanley
Telephone No. 304-480-7213 Date 9/30/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 09/30/13

(11) BCPO Signature Jammie S Johnson Date 10/2/13

JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Operations Division, Office of Facilities.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a Purchase Order to CBRE, Inc., 750 9th Street NW, Suite 900, Washington, DC 20001, for maintenance and repair of the CFPB New York Regional Office Building. The CFPB entered into a lease with GSA for the New York Regional Office however GSA does not cover all necessary building maintenance and repair. As a result, this procurement action is to provide additional building maintenance and repair for the CFPB New York Regional Office.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a continued need for maintenance and repair of the CFPB New York Regional Office Building. This procurement will cost approximately $10,000 for one year.

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* **None**

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* **N/A**

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

09/29/2013

Name: Larry Pauling — Date
Title: Director of Facilities

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

09/29/2013

Name: Laurent E. Pichet — Date
Senior Contracting Officer (all actions)

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $46,188.10	(3) Requisition Number: **CFP-90100-13-0088_**

(4) Description of Required Supplies or Services:

This procurement is for Accounting Research Manager (ARM). ARM is a comprehensive online database that provides guidance with respect to Accounting standards, Auditing standards, SEC rules and other financial and accounting related regulations. Additionally, the Internal Controls and Fraud / Forensic accounting libraries add-on feature provides analysis and guidance that will enable the forensic accountants to better assist Enforcement investigations and research matters.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

ARM provides users with access to accounting and auditing standards, along with interpretations and guidance relating to those standards. This resource will assist the forensic accountants in conducting thorough research and providing accurate guidance when advising on enforcement matters.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted by comparing ARM database features to the following three vendors: KPMG, SSRN Accounting Research Network (SSRN), and Wiley Online (Wiley). While KPMG offers a number of the required features, it lacks the specific content as it relates to forensic accounting. While SSRN provides the correct information, it lacks the breadth and scope that is required by the CFPB. The format of SSRN is more of a professional networking system that allows for the exchange of information. SSRN also lacks the specific content required by the forensic

accounting professionals. The Wiley online library offers access to only a few select academic journals as it relates to accounting; however, this limited selection restricts its ability to offer the level of content required by the CFPB.

Additionally, CFPB's Forensic Account independently compared features of ARM to that of Thomson Reuters and Bloomberg BNA. While several of the features offered by these vendors overlapped (e.g. analysis and interpretations of financial standards), it was determined that ~~found that~~ ARM was the only product offering a centralized database of all accounting and auditing standards that are paired and organized with expert opinions, which provides the most useful information to forensic accountants and financial analysts. ARM also offers, through the Internal Controls and Fraud / Forensic accounting libraries add-on features, additional resources that are not only applicable to forensic accounting professionals in enforcement, but have the potential to provide additional resources to supervisory staff that will provide assistance during their examinations. Furthermore, the information and content contained within ARM is updated on a daily basis and offers users "What's New" and "Effective Date" checklists, which will allow for timely analysis and conclusions. Additionally, ARM offers technical features that allow the user to easily review topics (e.g. combining an entire FASB topic and preview / hover options).

Requisition Number: CFP-90100-13-0088

(9) Requisitioner's Signature and Title Jeanine Joiner

Telephone No. (202 435-9520 Date August 26, 2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-6889 Date 8/27/2013

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 8/27/2013

Small Business Specialist Signature Loretta Osuna Cotts
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 08/28/13

for
(11) BCPO Signature Tammie S. Johnson Date 8/28/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Tamera Lucero, CFPB	(2) Estimated Cost: $6,256.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:
This requirement is for Gail Hillebrand to attend a course, "Developing the Strategic Leader," provided by the Center for Creative Leadership in Colorado Springs, CO from 07/16/2012 to 07/20/2012.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).
FAR 6.302-1 – "Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements."

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name__
(NOTE: In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CCL is the only of the world's top providers of open-enrollment programs that specializes in leadership education and research. The course faculty at CCL represents a rich diversity of academic credentials and business experience not found in other leadership programming, including advanced degrees in behavioral psychology, organizational development, business and education. There is a higher level of personal interaction between the faculty and the participants than other leadership programming, which pulls together the wide breadth of private and public sector experiences into a unique learning engagement on best practices and translating ideas into reality. The DSL program is the one-of-a-kind leadership course that blends the use of strategy with dynamic leadership. This course is centered around CCL-designed simulations and leadership assessments that are intellectual property of CCL and more robust than other leadership development programs. It offers a unique program design based on content and approach, with its blend of experiential, reflective and peer learning.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research conducted indicates that this is the only Vendor that can provide the requirements of this course with the level of experience needed.

Requisition Number: CFP-30200-12-0006

(9) Requisitioner's Signature and Title Tamera Lucero Tamara Lucero, Executive Asst.
Telephone No. 202 435 7121 Date 5/29/2012

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. [illegible] Date 5-25-12

Contracting Officer's Signature
Telephone No. 304 480-7180 Date 5/25/12

Small Business Specialist Signature N/A
(Review and Approval required if over $25,000)
Telephone No. Date

(11) BCPO Signature Date 5-29-2012



LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Equal Employment Opportunity.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* The Office of Equal Employment Opportunity encourages the use of alternative dispute resolution (ADR) to amicably resolve EEO matters. Parties to an existing formal EEO Complaint have requested mediation and have specifically agreed upon a proposed mediator, and location, from the Center for Dispute Settlement. Costs are estimated at a maximum of $15,600 (covers three full days of mediation services), but likely will be significantly less than that amount based on the actual hourly services required by the mediator to help facilitate possible resolution of the matter and issues involved. Money spent on ADR, when resolution results, can ultimately save the agency more expenses associated with a prolonged litigation. The Center for Dispute Settlement (http://www.cdsusa.org/), is a well-known and effective mediation-services provider. The requested mediator is well recognized and an effective mediator who both parties to a formal EEO complaint have specifically requested to mediate the dispute. ADR would not occur if the CFPB did not make available this mediator, and ADR is in the best interest of CFPB.

3.0 *Reason for other-than-full-and open competition (proposed contractor's unique qual, etc.). FAR 13.106-1(b), Unique qualifications.* The unique qualifications of the proposed source (the only entity the parties agreed upon in this dispute action) deem that only one responsible source is reasonably available to satisfy the agency requirements described herein. These mediation services are unique in terms of provider, subject matter, and location.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* No additional market research is needed on this subject.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* N/A.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required. N/A*

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* Prior to issuance, the costs will be determined fair and reasonable.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

M. Stacey Back — 5-16-13
Date

Elie F. Stowe — 16 May 2013
Contracting Officer — Date

Consumer Financial Protection Bureau

OFFICE OF FINANCIAL EDUCATION
COMMUNITY ACTION PROJECT OF TULSA COUNTY PROJECT
LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Financial Education.

2.0 *Project Description:* Community Action Project of Tulsa County – Estimated value $6,495.

Under the Dodd Frank Act, the Office of Financial Education is responsible for developing activities that provide opportunities for consumers to access wealth building and financial services during the tax preparation process to claim earned income tax credits and Federal benefits. Community Action Project of Tulsa County (CAPTC) and CFPB are partnering on a community awareness campaign targeting consumers in the Oklahoma market. The campaign is designed to inform CAPTC clients, eligible for the Earned Income Tax Credit, to utilize free tax preparation services and to save a portion of their tax refund. CAPTC is the leading provider of Volunteer Income Tax Assistance (VITA) services in Northeastern Oklahoma, and has participated in other tax time saving pilots with other organizations.

3.0 *Reason for other-than full-and-open competition.*

CAPTC maintains a proprietary list of clients they serve that may be eligible for free tax preparation services. CAPTC limits their services to low-income families with young children. The targeted list of eligible families requires CFPB to conduct promote the direct mail outreach campaign to CAPTC client list of approximately 13,000 people. Utilizing other mailing list would make the campaign ineffective because CAPTC is unable to serve additional clients.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.*

CAPTC is the leading provider of Volunteer Income Tax Assistance (VITA) services in Northeastern Oklahoma, and has participated in other tax time saving pilots with other organizations. This organization is the best partner for this outreach effort and, more importantly, has the only list of the required target audience for this mailing effort.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart*

5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.

This contract is not expected to exceed $15,000 and therefore does not meet the threshold described in 5.201 (a)(1) or (2).

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

OFE explored options to compete for general mailing list. General mailing lists do not target clients that may be eligible for the earned income tax credit.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

While a final pricing proposal has yet to be received from CAPTC, a price estimate has been obtained in the amount of $6,495. See attached Cost Estimate Spreadsheet. This estimate offers highly competitive pricing in comparison to other published price lists (on the GSA Schedule) for similar printing and mailing services – these published price lists and mailing services range from approximately $200 to $10,000, depending on the nature of the list (to include geographical, demographic, and other constraints).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Cassandra McConnell — Date: 1/2/13
Deputy Assistant Director – CEE OFE

Nicholas Olson — Date: 1/2/2013
Senior Contracting Officer

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester	(2) Estimated Cost:	(3) Requisition Number:
Larry J. Haas	11,130.00	CFP-50200-0003

(4) Description of Required Supplies or Services
Have 14 folks attend the Conference of State Bank Supervisors Forum at the Hilton Nashville Downtown, Nashville TN ~ Monday, May 20, 2013 to Wednesday, May 22, 2013

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements XX

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Please see attached.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

A market survey was not conducted as this is a unique conference with very specific attendance by state commissioners and high level federal regulators.
I searched for conferences for state bank supervisors and did not find any additional conferences for this audience. tj

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Requisition Number: CFP-50200-0003

(9) Requisitioner's Signature and Title Larry J. Haas, COR
Telephone No 202.435.7903 Date April 24, 2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-6889 Date 04/26/2013

Contracting Officer's Signature Dina Hanna
Telephone No. 304-480-7181 Date 4/26/13

Small Business Specialist Signature
(Review and Approval required if over $25,000)
Telephone No Date

(11) BCPO Signature Tammie S. Johnson Date 4/26/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Unique Conference

Developing and maintaining strong relationships with state financial regulators is critical to the success of the CFPB's mission and attending the CSBS State Federal Supervisory Forum (SFSF) provides a unique forum to do that. In its fourth year, the SFSF is distinguished from other conferences by the large number of both high level state commissioners and high level federal regulators, who meet to discuss an agenda of highly relevant, substantive, and robust topics.

In addition to the current public agenda, we intend to use this conference to accomplish three things. First, Acting Deputy Director/Associate Director for SEFL Steve Antonakes is giving a keynote speech to state regulators at the state-regulators-only session on Monday. Second, we have scheduled a meeting between a select group of state banking commissioners and our supervision team (both assistant directors, all four regional directors, selected assistant regional directors, and other headquarters staff) to discuss pending issues about how to improve the mechanics of examining together including scheduling, information sharing, and other related matters. Third, we expect to have a framework for working together with the states on supervisory matters that will be signed by CSBS and a representative from the CFPB (probably Steve Antonakes).

Importance of State-Federal Partnership

Approximately 40% of the depository institutions supervised by the CFPB are chartered by state regulators, not federal. Although these state chartered institutions also have a federal prudential regulator (FDIC or FRB for banks and NCUA for the one state chartered credit union under our supervision), the state regulator remains the chartering authority for the institution and retains plenary responsibility for its supervision. Examples of state chartered banks under CFPB supervision include Citizens Bank of Pennsylvania, Goldman Sachs, SunTrust, BB&T and Regions.

Similarly, state financial regulators license and supervise nonbank financial services providers that are currently under CFPB supervision including mortgage lenders and brokers, payday lenders and debt collectors. There are other areas of overlapping jurisdiction as well with the states, including indirect auto lending which is a high priority for the CFPB.

Since July of 2011, CFPB examiners have regularly worked alongside state examiners of banks and nonbanks, shared information, and provided copies of exam reports when done. We have also negotiated (and are currently negotiating) major enforcement actions alongside state regulators who have used their chartering or licensing authority to assist our efforts. Thus, from a supervisory and enforcement perspective, partnership with the states is mission-critical.

In addition, state financial regulators have the authority under the Dodd-Frank Act to enforce some of the rules the CFPB promulgates against the banks and nonbanks under state jurisdiction. Federal-state cooperation will ensure consistent application of our rules.

Conclusion

For the foregoing reasons, the Division of Supervision, Enforcement and Fair Lending has decided to send a significant presence to the SFSF including our two assistant directors in supervision, four regional directors, selected assistant regional directors, and key supervision headquarters personnel. Steve Antonakes and I will also be attending parts of the conference.

It is our understanding that the federal prudential regulators send similar numbers and levels of their employees to the SFSF.

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Sinead Dinkel	(2) Estimated Cost: $11,940.00	(3) Requisition Number: TDB

(4) Description of Required Supplies or Services:

The annual Consumer Bankers Association (CBA) conference gathers industry experts to present their latest insights and current analysis of retail banking industry. Specifically, this conference will provide an opportunity for CFPB to discuss developments in compliance, and regulations with industry executives in the areas of Auto Finance, Default Management and Collections, Fair Lending, and Student Lending.

The CFPB plans to send 12 people to this conference. The cost estimates are approximately $11,940 (or $995 p/ person).

The training will begin on Monday, March 11th 2013 and will run through Wednesday March 13th 2013. It will take place in Phoenix, AZ.

http://www.cbanet.org/CBA%20LIVE/cba_live.aspx

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Congress established the CFPB to protect consumers by carrying out federal consumer financial laws. Consequently, the Bureau's mission is to make markets for consumer financial products and services work for Americans. This includes consumer financial education. The CBA Live conference supports CFPB's mission by providing a platform for the Bureau to provide answers to critical questions surrounding qualified mortgage rules, leadership, structure, enforcement and supervision of non-banks. Auto finance will be a key area of discussion, which is currently a priority area for the Bureau. This conference is unique to others as the agenda enables CFPB to discuss key components of the Bureau's work with top executives in retail banking to learn, exchange ideas and identify solutions to the challenges facing the industry.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
We researched other trainings, but no other training with the specificity of this colloquium are being currently offered.

This conference has approximately 1000 attendees. Research was completed via the Internet.

Sample conferences we researched which did not meet our needs included:

- Roundtables, which although useful, do not meet our need to disseminate specific information regarding the Bureau's work on particular topics that are relevant to the conference attendees.
- Webinars, which useful, do not meet our need for discussion and dialogue.
- Industry conferences which requested no CFPB personnel to be present and discussed topics that were not specific to the work of the Bureau.

See attached document for specific sites reviewed.

Requisition Number:_____

(9) Requisitioner's Signature and Title see email
Telephone No. 202-435-7480 Date 3/4/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8553 Date 3/05/13

Contracting Officer's Signature Lisa P. Stanley
Telephone No. [redacted] Date 3/5/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature Jennace S Johnson Date 3/6/13

Other conferences, but without same breadth/ scope

http://www.tcul.coop/repository/Fair+Lending+Seminars+Flyer.pdf
http://fairlendingtoday.com/2013/03/01/join-us-for-fair-lending-today-2013-detailed-agenda/
http://www.fisglobal.com/EGRCSummit2013/Agenda/index.htm
http://www.organizeohio.org/22nd-annual-fair-lending-conference.html
http://skaddenpractices.skadden.com/cfs/index.php?sectionID=38&print=1
http://www.ncrc.org/conference/event/fair-lending-lessons-from-2012/

Other conference, No CFPB allowed

http://www.infobytesblog.com/join-us-2012-fair-lending-today-conference/

Webinars & Roundtables

http://www.cunacouncils.org/shared/upcoming_events.php

http://www.ibc-education.org/lending/

http://www.philadelphiafed.org/bank-resources/publications/consumer-compliance-outlook/outlook-five/

Consumer Financial Protection Bureau

OFFICE OF CONSUMER EDUCATION AND ENGAGEMENT
CFED CONFERENCE CO-SPONSORSHIP
LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Consumer Education and Engagement (CEE).

2.0 *Project Description:* Corporation for Enterprise Development (CFED) Conference Co-Sponsorship – Value $10,000.

CFED's Assets Learning Conference is a biennial event that serves as a hub for connecting asset building research, policy and practice. On September 19-21, 2012, CFED's 10th Assets Learning Conference (ALC), to be held in Washington, D.C. at the Marriott Wardman Park Hotel, will bring together over 1,200 professionals from non-profits, foundations, financial institutions, corporations, academia and all levels of government to learn about programs, products and policies that help low-income households and communities build wealth and financial security

This research forum will be a separate- independent track adjoined to CFED's larger conference. This session will include a specific focus on recent research on strategies to expand asset building. The research papers being selected and presented during the panel discussions will focus on innovations, promising practices, and barriers to building assets. This research forum is the only session being sponsored by CFPB.

CFPB staff will collaborate with CFED's staff to review the research papers, select research papers, and develop the panels and discussion topics for this independently sponsored research forum.

3.0 *Reason for other-than full-and-open competition.*

This is a unique event that is not subject to competition. This is not a procurement in the truest sense of the word, but rather a transfer of funds to support an event in furtherance of the agency's mission, approved by the CFPB Office of Consumer Education and Engagement and the Chief of Staff (see attached Approval Memo, signed by Chief of Staff Garry Reeder).

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.*

Market research was not conducted due to the unique nature of this event.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.*

This contract is not expected to exceed $15,000 and therefore does not meet the threshold described in 5.201 (a)(1) or (2).

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

Not applicable due to the unique nature of this event.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The $10,000 cost to co-sponsor this event is not a cost that requires a price reasonableness determination, as it does not reflect the cost of a service provided, but rather a funding transfer to co-host an event in support of CFPB's mission – an amount ($10,000) which has been determined appropriate by the CFPB Office of Consumer Education and Engagement. Because of the unique nature of this event, and the fact that there is no other method under which to determine this "cost" to be fair and reasonable, I defer to the Office of Consumer Education and Engagement and the Chief of Staff's decision that this amount is fair and reasonable for the co-sponsorship of this event.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Nicholas Olson
Senior Contracting Officer

8/16/2012
Date

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Melanie Hirsch	(2) Estimated Cost: $7,294	(3) Requisition Number: CFP-50400-12-0030

(4) Description of Required Supplies or Services:

Counselor Library publishes two resources that would be of use to the Office of Enforcement.

SpotDelivery ($299) is a concise, 12- to 16- page printed, easy-to-read, monthly legal update on automobile finance. Spot Delivery addresses new and complex legal issues from an industry perspective. It provides familiar factual scenarios, identifies the legal issues involved, and presents real court resolutions.

CarLaw ($6,995) is a monthly legal reporter for legal compliance specialists in the automobile industry - automobile lessors, finance companies and companies that service the automobile industry, including law firms. CarLaw is compiled from a number of sources, including legislation, regulations, attorney general actions, and cases, in an effort to present the most comprehensive monthly report of legal developments in the world of automobile finance law.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Counselor Library is the only responsible source that can meet Enforcement's needs for these products. SpotDelivery and CarLaw provide a detailed compilation of automobile finance law, an area where the Office of Enforcement is already pursuing investigations. Experts in the field have highly recommended the purchase of these particular resources. Access to these in-depth and authoritative references will enhance the work of the CFPB by promoting thoroughness and efficiency by Enforcement attorneys in their research, investigation, and prosecution of auto finance matters.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

CFPB has conducted extensive internet searches and searches of other legal publishers to determine if any comparable resources exist. While other resources address other aspects of automobile litigation, including insurance and product liability, CFPB has been unable to locate any other resources focusing on auto finance in the way that these products do. For example, Blashfield Automobile Law and Practice, a resource sold by Thomson Reuters for $2,335, covers topics such as liability, insurance, and licensing, but it does not cover automobile finance law.

Requisition Number: **50400-12-0030**

(9) Requisitioner's Signature and Title /s/ Melanie Hirsch
Telephone No. 202-435-7944 Date 7/18/12

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 4555 Date 7-18-12

Contracting Officer's Signature
Telephone No. 202.450.7150 Date 7/18/12

Small Business Specialist Signature
(Review and Approval required if over $25,000)
Telephone No. Date

(11) BCPO Signature Date 7-18-12

cfpb Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-13-P-00005, CONFLICT MODE INDICATOR

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of the Chief Human Capital Officer.

2.0 *Copywritten Material*: Thomas-Kilman Conflict Mode Indicator Self-Assessment Instrument, published by:

CPP, Inc.
1055 Joaquin Road, Suite 200
Mountain View, CA 94043
Price: $141.55 each, Quantity: 75 (Total: $10,616)

3.0 Market research was performed. No other materials are similar in scope or content.

4.0 The contemplated award price for the above copywritten material has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Name
Contracting Officer

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Facilities Division.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a contract to DORMA, 6770 Oak Hall Lane, Suite 125, Columbia, MD 21045, to install handicap accessible doors and restrooms.

The Consumer Financial Protection Bureau (CFPB) will require installation of barrier-free access applications to make existing doors easily accessible to accommodate wheelchairs at 1625 Eye Street, NW and to comply with the Americans with Disabilities Act (ADA).

CFPB has hired a wheelchair bound employee and therefore will need to make a front and rear door on both the 3rd and 4th floors and restrooms handicap accessible via installation of barrier-free access applications.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a need to make existing doors and restrooms easily accessible to accommodate wheelchairs at 1625 Eye Street, NW. This procurement will cost approximately $19,680 ($2,460 per door for a total of eight doors).

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services*

will Satisfy Agency Requirements (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

1625 Eye Street is a privately owned building and the Lessor is responsible for the operation of 1625 Eye Street, NW. As the Lessee, the CFPB is required to use one of the contractors retained by the building owner to work The Lessor has recommended DORMA for the work as DORMA is the only vendor which the Lessor utilizes in the building.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

There is no competition anticipated for this acquisition as DORMA is the only vendor which the Lessor utilizes in the building. This requirement will not be posted in FedizOpps, the Governmentwide Point of Entry (GPE), as it is less than $25,000.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

To complete a price analysis, the government conducted market research to determine pricing for similar swing door operator products. Based on pricing information found on multiple websites, the Contracting Officer determined that the anticipated cost to the Government will be fair and reasonable.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

Market Research was conducted in April of 2013 to determine whether DORMA's price was fair and reasonable. Internet research provided pricing for similar low energy swing door operators made by Detex and by DORMA. The Detex A019-1 swing door operator ranged from $2,000 to $2,200 on multiple internet websites. DORMA pricing for a different model, the ED 800, ranged from $2,500-$2,690 on multiple internet websites. Since the quote provided to the Government by DORMA was $2,460 per door and included multiple parts in addition to the swing door operator, the quote was found to be fair and reasonable.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

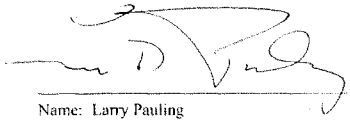
10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* **None**

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services*

required.
N/A

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.



04/17/2013

Name: Larry Pauling — Date
Title: (Assistant Director or Deputy)

2.0 *PROCUREMENT STAFF:* To the best of my knowledge and belief, I certify that this justification is accurate and complete.



04/17/2013

Name Laurent E. Pichet — Date
Contracting Officer (all actions)

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $29,995	(3) Requisition Number: CFP-90100-13-0068

(4) Description of Required Supplies or Services:

This procurement if for Ebsco's research databases: Academic Search Complete, Business Source Complete, and EconLit with Full Text. Ebsco will allow users to search the indexes and abstracts of these databases and retrieve full-text periodicals using a single interface. Access to these databases will allow users to conduct scholarly, multi-disciplinary, business, and economic research and allow retrieval of searchable, full-text peer-reviewed journal articles.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__ X __

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB conducts financial market research. Ebsco's multi-disciplinary, business, and economics databases will give CFPB researchers current access to a wide range of disciplinary-specific literature critical to creating accurate and effective work products, which will allow CFPB decision-makers to make well-informed decisions.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted by comparing the database features of three information service providers: American Economic Association, Ebsco, and Proquest. Ebsco was the only the information service provider that offered EconLit with links to full-text and current journal articles, which means immediate access and no embargo on recently published literature. Ebsco is also the proprietary provider of Academic Search Complete and Business Source Complete. Acquiring all three databases from Ebsco will allow users to conduct a simultaneous search of these

databases, which will result in thorough and time-saving research.

The chart below reflects the requirements sought by CFPB as it relates to our market research. (Red highlights indicate that product does not meet the requirement.)

	EconLit		
Requirements	American Economic Association	Ebsco	Proquest
Index coverage: 1886 - current	X	X	X
Searchable bibliographic database	X	X	X
Links to full-text subscriptions		X	X
Full-text book reviews		X	X
Full-text working papers		X	X
Full-text journals		X	
Current full-text access		X	

Requisition Number: CFP-90100-13-0068

(9) Requisitioner's Signature and Title Jeanine Joiner
Telephone No. (202) 435-9520 Date June 14, 2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-6889 Date 6/17/13

Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 6/17/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 6-17-13

(11) BCPO Signature Acting _____ Date 6/17/2013

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), Office of Enforcement

2.0 *Nature and/or description of the action being approved.*

The CFPB Office of Enforcement requires consulting services regarding the data protection activities of an investigative target in the money transmission services industry. The Office of Enforcement has performed research determining which vendor may be capable of performing these services and found Elysium Digital to be the best fit, given their expertise in data security, customer authentication techniques, and system architecture vulnerability analaysis.

3.0 *Description of Requirement (including the estimated value).*

Expert consultation services for an investigation. Estimated value: $87,860
This amount includes $78,835 in steady state consulting activities, $4,225 in E-discovery technical assistance and $4,800 in potential travel expenses. This estimate was derived from Elysium Digital's commercially available hourly consulting rates.

4.0 *Statutory authority permitting other-than full and-open competition.*

☐ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☒ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

We located and contacted Elysium Digital after several attempts to locate a suitable expert in the field of data security and data risk management. This company is recognized in its field and has relevant experience assisting the federal government in similar matters. Elysium came highly recommended from our enforcement colleagues at the Federal Trade Commission, who have had recent matters in which Elysium served as a consultant or expert witness. We are seeking to engage Elysium in the context of potential litigation, and its retention should remain confidential. *See*, 12 C.F.R. § 1080.14(b). For the foregoing reasons, we believe other-than-full-and-open competition is appropriate and justifiable in this case. In addition, because of the need for confidentiality, it would neither be appropriate, nor required to have this retention synopsized on FedBizOpps, the government-wide procurement point of entry.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

Since this acquisition is for expert consulting services in support of litigation (see 4.0 above), exception (14) under FAR 5.202 applies. The exception is as follows: (14) The proposed contract action is made under conditions described in 6.302-3 with respect to the services of an expert to support the Federal Government in any current or anticipated litigation or dispute.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* Given that the rates that will be charged by Elysium Digital in this contract are their commercially available rates, the Contracting Officer has determined these costs to be fair and reasonable.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

As previously indicated, we sought out a potential expert consultant and during our search Elysium was recommended by enforcement colleagues at the FTC. Currently,

Elysium is assisting the FTC in an ongoing matter and previously Elysium assisted the commission in a related investigation that concluded prior to litigation. Elysium is highly respected in its industry and has relevant expetience in successfully assisting the federal government in similar matters.

9.0 *Any other facts supporting the use of other than full and open competition*: None

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* This section is not applicable, as there is no synopsis requirement for this action, as explained in 6.0 above. This is a contract for expert consulting services.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* CFPB plans to conduct further research in the future to determine any other expert consultant organizations with significant expertise in this field.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

9/24/2013

Name: Kent Markus Date
Title: Enforcement Director

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

9/24/2013

Nicholas Olson Date
Contracting Officer

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:

DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS
ArcGIS ArcView - 2 Concurrent licenses
ArcGIS ArcEditor – 1 Concurrent License
ArcGIS ArcInfo – 1 Single user License

(Option to purchase 3 add'l ArcView and 1add'l ArcEditor)
Qty = 7 w/ options for additional quantities and maintenance option.

REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S)
CFP-40100-11-0004	ESRI 8615 Westwood Center Dr., Vienna, VA 22182
COST ESTIMATE Each license: $7,295.00 Obligation: $14,590.00 Total Estimate: $51,065.00	

FEDERAL ACQUISITION REGULATION 8.405-6

(place "X" in appropriate box and complete rest of form)

	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work. Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
X	**FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.** are Market research conducted indicates there is no similar product available on the market that approaches ArcGIS in terms of the features and capabilities the tool provides for manipulating geospatial data and performing geospatial analysis. ESRI products are the standard tool used across much of the Federal sector. The capabilities offered by the ESRI products (i.e. the ArcGIS suite tool) are essential for CFPB staff in conducting effective data analysis.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

This procurement will be executed through GSA's SmartBUY program, a required source IAW FAR 8.002.

ArcInfo provides desktop GIS functions including, but not limited to: sophisticated spatial anlaysis; extensive data management; high-end cartography tools to create professional-quality, publication-ready maps; ability to perform advanced GIS data analysis and modeling, including overlay analysis, proximity analysis, surface analysis; creating and managing geo-databases.

This release makes map creation and production much easier and provides best practices templates to help users get started quickly. Users can search by keywords or data types to find data and maps. They can also use the search function to quickly and easily find symbols to use in their maps and tools for analysis.

Editing in ArcGIS 10 is streamlined; this release introduces sketch-based desktop and Web editing, which means that users can choose from a customizable on-screen palette of features in desktop and Web clients. In addition to making users more efficient, this new editing experience allows the expansion of volunteered geographic information or user-generated content on the Web.

Moreover, this release will enable CFPB users faster performance. This is the result of averaging local graphics cards on desktops and improved cache generation and management, as well as optimized Web graphics. These caching and Web graphic improvements translate into more responsive drawing performance, including smooth, continuous panning of data.

Market research conducted indicates there is no similar product available on the market that approaches ArcGIS in terms of the features and capabilities the tool provides for manipulating geospatial data and performing geospatial analysis. ESRI products are the standard tool used across much of the Federal sector. The capabilities offered by the ESRI products (i.e. the ArcGIS tool suite) are essential for CFPB staff in conducting effective data analysis, data modeling and management along with the ability to manage geo-databases.

CFPB already owns and utilizes ArcGIS licenses. Purchasing additional licenses will allow for continuity and not require training or induce a learning curve.

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

Market research showed that the requirement can be fulfilled through SmartBuy, a FSS required source. The only vendor selling this brand of product through the SmartBuy BPA is the manufacturer, ESRI.

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

The agency shall continue to look to the Federal Supply Schedules to satisfy its requirements.

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

This request does not result from a lack of planning or the expiration of funds.

Requisition Number:_____

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)* NELLY RAMDASS	*(Signature)* SEE EMAIL APPROVAL	*(Phone No.)* 202.435.7782	*(Date)* 1/31/12
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Lorette Osuna Cotto	*(Signature)* Lorette Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 1/31/12
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Jacob Oberlin	*(Signature)* Jacob Oberlin	*(Phone No.)* 304.480.7180	*(Date)* 1/31/12
CONTRACTING OFFICER *(Type or Print Name)* Lisa R. STANLEY	*(Signature)* Lisa R Stanley	*(Phone No.)* 304-480-7213	*(Date)* 1-31-12
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)* Tammie J Johnson	*(Signature)* Tammie J Johnson	*(Phone No.)* 304 480 7139	*(Date)* 1-31-12

for

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $14,880.00	(3) Requisition Number: CFP-20400-13-0039

(4) Description of Required Supplies or Services:

This procurement is for the attendance of 12 CFPB employees and Technology Fellows (all members of CFPB's Digital and Design teams) at the 2013 Event Apart web design conference in Washington, DC. This training will focus on the web design areas of coding, usability testing and creative web content.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Members of the Design and Digital teams create and maintain both the agency's public-facing website and its intranet. The public-facing website is the agency's primary way of engaging with consumers, particularly informing them of new rules, regulations and consumer education programs. The intranet serves as a resource for CFPB employees to perform a variety of functions, from learning more about the agency to completing travel reimbursement forms. This training will enhance the skills of the members of the Design and Digital teams in the aforementioned areas of web design to allow for continuous support and improvement of both the CFPB's public-facing website and its intranet.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was done by conducting an internet search and speaking with industry professionals for training in web design and coding in the Washington, DC metro area. Market research focused on this area because of its close proximity to CFPB Headquarters, where the CFPB employees attending this event are based. This was done in order to find a location within driving/commuting distance to as to reduce the travel expenses that would be incurred at locations outside of this area. Of the courses surveyed, no other trainings in the area offered training with this level of focus on web design.

Requisition Number: CFP-20400-13-0039

(9) Requisitioner's Signature and Title John Braun
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-6889 Date 6/5/2013

Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 6/5/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

for
(11) BCPO Signature _____ Date 6/5/13

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS **Web Designer/application programmer**	
REQUISITION NO. **TBD**	NAME(S) OF PROPOSED FSS SOURCE(S) **Excella (GS-35F-0115R)**
COST ESTIMATE **$87,000**	

	FEDERAL ACQUISITION REGULATION 8.405-6 *(place "X" in appropriate box and complete rest of form)*
	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work. Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
XX	**FAR 8.405-6 (b) (2) XX The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures.**
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs. In accordance with FAR 11.105(a)(1), Explain why the brand name item is essential for the acquisition by identifying which feature(s) is essential to meet the Government's requirements and the market research which indicates what other similar items were identified and what feature(s) it lacks or that cannot be modified to meet the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

Background:

On January 11, 2012, the CFPB issued Solicitation RFQ-CFP-12-0006, as a small business set-aside, for web design and web development support. The RFQ was emailed to six (6) GSA businesses. The solicitation closed on January 19, 2012, with three (3) timely proposals received; however, only 2 vendors (FWG and Excella) submitted proposals for web development support. The solicitation called for a variety of web development expertise and therefore, allowed for multiple awards. FWG was awarded a contract for web development support particularly WordPress (development) support to be provided by two resources. Note: Prior to start of the contract, one of the resources resigned from FWG. To date, a replacement has not been provided due to the specialized nature of the development expertise and limited number of skilled resources available.

Excella's resources were deemed more highly experienced and skilled particularly in the areas of MediaWiki and Django (development) expertise. Accordingly, task order, TPD-CFP-12-K-00031 was made to Excella for 640 hours of web development support for the period 2/27/12 - 6/27/12, and an option for 960 hours of support for the period 6/28/12- 12/28/12.

On April 2012, modification 1 was issued to the Excella contract to increase the hours during the base and option year by 475 hours. This increased level of effort was necessary in order to directly support the redesign of the CFPB's public website. The CFPB public website is a flagship project for the Bureau as it allows for direct communication with consumers. A key attribute of the website is to ensure consumers can readily search, find, view and access necessary rules, regulations, documents and be able to communicate with the Bureau in an easy and seamless way. The public website is developed using Django and WordPress web programming language. Given FWG's inability to provide a skilled resource (WordPress), the CFPB sought resources via the Excella contract and were able to successfully attain a highly skilled resource with a breadth of developmental expertise. The addition of this second resource to the contract required the CFPB to reduce the number of hours in the option period in order to remain within the contract ceiling.

In June 2012, modification 2 was issued to exercise the option period with two resources providing full time support. In September 2012, modification 3 was issued to add 586 hours for continued support. This additional support increased the contract value by 20% and was necessary to accommodate the re-launch and re-design of the CFPB Intranet. The CFPB Intranet is developed in MediaWiki web programming language. The Bureau has grown significantly (more than doubled in personnel) since its inception with additional features and functionalities needed to support this growth and maturity. The CFPB site serves the internal user population providing timely and efficient access to operational policies, procedures, lines of Bureau and generally, the single place for all employee information Accordingly, changes must be made to effectively accommodate and ensure the site is fully operational, intuitive and user friendly for users. To date, tremendous effort has been deployed by the Excella resources in virtually all areas of web development, and design to the Intranet and external website. More importantly, these resources have the specific complement of specialized MediaWiki and Django experience that is vital to the continuity and successful re-launch of both sites scheduled for October 4, 2012. Included in the re-launch of the site, are a number of training sessions for users to communicate and provide an overview of the new features and functionalities. As a new Bureau, CFPB currently does not have this specialized experience in-house to either perform the development and design efforts nor the necessary training.

To solicit for this expertise at this critical juncture would compromise and present a risk to the launch date and hinder CFPB's rollout of key functionalities (e.g. search feature, performance management tool, recruitment tool, etc.) which are integral to CFPB's operations and a number of mission aforementioned critical activities. Moreover, based on market research conducted prior to the January 2012 solicitation release, the limited number of proposals received, and subsequent efforts to solicit for similar support, this specialized experience is highly difficult to find in the Washington DC and surrounding metro area.

CFPB requested an extension to the Excella contract but it was determined by the contract administration team that such increase in to the level of effort is out of scope, as it encompasses an anticipated 56% increase in value when combined with previous modifications.

Accordingly, given the timing of activities and the criticality of the specialized experience provided by Excella resources, and in the interest of economy and efficiency, the CFPB desires to engage in a short term task order with Excella for a period of seven weeks to ensure all activities necessary to support the re-launch of the Intranet and

website are completed prior to October 4, and to efficiently provide support for user training for a period thereafter. The original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures and was not previously issued under sole-source or limited-sources procedures.

The CFPB will conduct a competitive procurement to secure this ongoing support and will make reasonable efforts to ensure effective transition of support within this timeframe.

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

See background statement in paragraph A, above.

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

It is the intent of CFPB to issue a competitive RFQ for a 3-year BPA, to be effective mid-November 2012 for continued support services.

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

This requirement did not result from a lack of planning or expiration of funds (CFPB funds are not appropriated). The CFPB will be diligent in appropriately scoping the level of effort for this and any future similar support. Additionally, the CFPB will institute appropriate contract monitoring mechanisms including weekly communication with the vendor to track level of effort and manage the hours appropriately. (see attached memo)

Requisition Number:_____

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)* Nellisha Ramdass	*(Signature)* See 9/20/12 email	*(Phone No.)* 202-834-5775	*(Date)* 9/20/2012
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Loretta Osuno-Cotto	*(Signature)* Loretta Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 09/20/12
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Lisa Stanley	*(Signature)* Lisa R. Stanley	*(Phone No.)* 304-480-7213	*(Date)* 09/20/2012
CONTRACTING OFFICER *(Type or Print Name)* Gina Hanna	*(Signature)* Gina Hanna	*(Phone No.)* 304-480-7181	*(Date)* 09/20/12
for BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)* Tammie S Johnson	*(Phone No.)* 304-480-7139	*(Date)* 9/20/12

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVALS
FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

CFP-13-C-00003
EXPERIAN AUTOCOUNT DATABASE MODULE SUBSCRIPTIONS

A. JUSTIFICATION.

1.0 *Agency and Office Name.* Consumer Financial Protection Bureau, Office of Research, Markets and Regulations.

2.0 *Nature and/or description of the action being approved.* Issuance of contract CFP-13-C-00003 on a Firm, Fixed-Price-, sole-source basis to provide agency users with access to a unique database compilation of records necessary for work performance. The Contractor is:

Experian Information Solution, Incorporated
955 American Lane
Schaumburg, IL 60173-4998

3.0 *Description of Requirement (including the estimated value).* The requirement consists of a 12-month subscription to Experian's AutoCount database modules, which will grant 150 CFPB users with 24/7 unlimited access for the term of the contract. The subscription will be made up of three components: AutoCount Market Share, AutoCount Risk Report, and NADA Value data. In addition, the Program Office requires access to Experian's AutoCount Historical Data, which is the past twelve months' most recent data. The total price for the database modules' subscription and access to the historical data is: $306,400.

- The AutoCount Market Share module ($9,500/month). This module gathers 46 states worth of DMV titling records for automobiles, SUV's and light trucks. This title information lists the lien holder (the lender) in each instance allowing users of the database to generate reports on market shares for a given finance company or bank across a range of geographies, from nationally all the way down to a metropolitan area/city level.

- The AutoCount Risk Report module ($6,500/month). This module appends transaction level records to contain additional data from consumer credit reports such as the total amount financed, monthly payment, borrower(s) credit score(s) and other loan characteristics, including interest rate and term (in months).

- The NADA Value Data module ($5,200/month). This module assists in the calculation of loan to value ratios in conjunction with the amount financed from the Risk Report module described above.

- AutoCount Historical Data ($76,000). This is twelve months of retroactive data that will allow the CFPB to observe trends over time, to make Q/Q and Y/Y comparisons.

4.0 *Statutory authority permitting other-than full-and-open competition.* FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements.*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.* The Experian product is the only available database that will give the CFPB necessary information regarding the lender/finance company, vehicle dealer, consumer credit characteristics, and the collateral valuation of auto finance transactions. The most unique feature is that Experian populates its database starting with information on vehicle titling transactions directly from 46 states' individual Department of Motor Vehicle systems. This information is then appended with consumer credit information to give unique, proprietary insights into the overall auto finance marketplace.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.* A notice to the public was issued on 14 December 2012, announcing the government's intent to award a Firm, Fixed-Price contract to Experian on a sole-source basis. Interested parties were invited to submit responses by December 28. No parties responded.

7.0 *Determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.* The anticipated costs to the Government for the Canback module subscriptions and historical data are based on the Contractor's standard commercial practices, and will vary according to the number and type(s) of data sought. What does not vary is the manner in which pricing is determined, which is standard in the marketplace, and is its standard commercial practice. As such, the Contracting Officer has enough data to conclude that the price(s) for the data subscriptions and historical data are "fair and reasonable" for the purposes of this acquisition.

8.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* The CFPB Office of Research, Markets and Regulations spent twelve months attempting to determine the best solution in the marketplace for the Bureau's auto finance data needs. It found no product that meets the Bureau's needs other than Experian's AutoCount database. Its breadth of national coverage, and the number of data elements (from vehicle detail (year, make, model) to credit information to loan terms) make it a unique source.

9.0 *Any other facts supporting the use of other than full and open competition,* such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.*
See paragraph 8 herein.

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.*
This is not a follow-on acquisition.

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.*
No sources have expressed any interest in this procurement.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*
None known.

CFP-13-C-00003
Justification and Approvals for Other-Than Full-and-Open Competition

D. APPROVALS.

REQUIREMENTS. All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

12/20/12

Richard P. Hackett
Assistant Director

Date

PROCUREMENT. To the best of my knowledge and belief, I certify that this justification is accurate and complete.

20 DEC 2012

Elie F. Stowe
Contracting Officer

Date

Legal Counsel.

I find this Justification and Approvals to be legally:

[X] sufficient
[ ] insufficient. See notes.

Name

Jan 15 2013

Date

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION AND FAIR PRICE DETERMINATION

cfpb Consumer Financial Protection Bureau

1.0 *Office Name*: Consumer Financial Protection Bureau, Technology and Innovation Office.

2.0 Employee Training – HOW Design Conference 2013 - conducted at:

Moscone West
800 Howard Street
San Francisco, CA, 94103

Individuals attending:

Jennifer Ehlers - Web designer	$1245	6/22-26
Stephen Kennedy – Web designer	$1245	6/22-26
Justin James - Web designer	$1245	6/22-26
Mehgan Iulo - Web designer	$1245	6/22-26
Lee Williams - Web designer	$1245	6/22-26
Stephanie Osan – Web designer		

3.0 Market research was performed. There are no other seminars similar in scope and content within the web design arena that matches the skill requirements and ongoing professional development needed for the personnel (CFPB's Design Team) named above. As such, the F+W Media, Inc dba How Design Live shall be considered a unique source and will receive award per FAR 13.106-1(b).

4.0 The contemplated, award price for the above classes has been determined fair and reasonable based on a comparison to the commercial catalog pricing as published by the course provider. The price is in accordance with the catalog pricing and thereby fair and reasonable per FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

NELLISHA RAMDASS Digitally signed by NELLISHA RAMDASS DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=NELLISHA RAMDASS, 0.9.2342.19200300.100.1.1=95581001647699 Date: 2013.05.10 12:54:42 -04'00'

Name Nellisha Ramdass Date

VANESSA DEL TORO Digitally signed by VANESSA DEL TORO DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=VANESSA DEL TORO, 0.9.2342.19200300.100.1.1=95581001647651 Date: 2013.05.10 12:54:14 -04'00'

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau, Office of Fair Lending and Equal Opportunity (OFLEO).

2.0 *Nature and/or description of the action being approved.* Award of a five year, indefinite delivery, indefinite quantity contract (CFP-13-D-00009) to the Fair Housing Justice Center (FHJC), for expert analysis and testimony in support of CFPB/OFLEO enforcement actions involving fair lending-related issues.

3.0 *Description of Requirement (including the estimated value).* The FHJC will provide expert analysis and/or testimony in support of CFPB/OFLEO enforcement actions, consisting of (but not limited to): expert advice, fair lending testing and analyses (including the design, coordination, pre-testing, review, and analysis of matched-pair testing of a number of identified subjects) for evidence related to enforcement actions/claims under the federal fair lending laws, including the Equal Credit Opportunity Act. At a minimum, twenty tests are estimated to be required; the maximum number is one hundred (100). The cost for one test is $8,702; the total estimated maximum contract value is $870,200.

4.0 *Statutory authority permitting other-than full and-open competition:* FAR 6.302-3, *Industrial Mobilization, Engineering, Developmental, or Research Capability; or Expert Services.* In accordance with Federal Acquisition Regulation (FAR) 6.302-3(a)(2)(iii) and 6.302-3(b)(3)(i)(A), FHJC's expert consultant and witness services, whether or not testimony is expected to be given, are necessary for anticipated enforcement actions involving fair-lending matters requiring testing evidence. In addition to participation in the analysis, presentation, or defense of any fair-lending claim in litigation or dispute, or anticipated to result in dispute or litigation before any court, administrative tribunal, or agency, FHJC may participate in settlement negotiations or an alternative dispute resolution in accordance with FAR 6.302-3(b)(3)(i)(B).

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*
OFLEO's enforcement actions will require experts who are highly specialized in the area of fair lending discrimination testing. The unique qualifications and experiences of the FHJC's test coordinators and testers will provide CFPB/OFLEO with the highest quality product and analyses in the most efficient, timely, and credible manner.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.* The requirements of FAR Part 5.2 were met through the publication of a notice of intent to sole-source on 06 May 2013.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The Contracting Officer possesses sufficient information on prices for similar services in the marketplace to negotiate prices that are fair and reasonable. The Contracting Officer will ensure the proposed pricing is determined to be fair and reasonable prior to the issuance of any contractual vehicle.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.* A number of OFLEO's staff and attorneys have come from other federal agencies and the non-profit housing sector where Mr. Freiberg and/or FHJC, among others, had been utilized in an expert/consultant capacity. Based on this experience and knowledge in OFLEO, there was consensus that Mr. Freiberg and/or FHJC consistently provided the highest quality work product.

9.0 *Any other facts supporting the use of other than full and open competition. N/A*

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* No sources expressed any interest in providing these services.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* N/A

B. APPROVAL.

1.0 TECHNICAL/REQUIREMENTS PERSONNEL. All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

Rebecca Gelfond — 6/26/2013

Rebecca Gelfond — Date

Deputy Fair Lending Director, Enforcement, Office of Fair Lending & Equal Opportunity

2.0 PROCUREMENT STAFF. To the best of my knowledge and belief, I certify that this justification is accurate and complete.

June 26 2013

Name — Date

Elie F. Stowe

cfpb Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Human Capital.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* Task Order under CFP-13-Z-00003 FMP, for bi-monthly New Hire Training, and Course Content updates, through FY2013.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)* The CFPB New Hire Training is currently dependent upon FMP's resources. FMP is the creator of the coursework for CFPB, as well as the source for collaborative course updates. Further updates will be needed throughout the remainder of FY2013. FMP is the only Contractor that can maintain continuity of content, complete the updates efficiently (with current command of the content), and provide continuity of service to CFPB for the remainder of FY2013.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* Market Research was not conducted in this case, as the current Supplier costs are in-line with previous CFPB contracting vehicles and outputs, both with this Supplier and others similarly in Human Capital services for CFPB. Additionally, the COR and Human Capital Team have extensive experience in this Market, both as customers and as paid and contracted Suppliers ourselves for these services elsewhere prior to joining CFPB. No additional Market Research is needed on this subject, in this case/circumstance.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* NA

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* For all future requirements, the CFPB will solicit the other BPA holder, Lindholm, or will hold a general competition among best-qualified sources.

SOLICITATION NO.: ~~CFP-12-X-XXXX~~ CFP-13-Z-00003, Call 0003
JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* Prior to issuance, the costs will be determined fair and reasonable.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Originator's Signature — Date 3/25/13

Name — Date 25 March 2013

Contracting Officer

OTS/OCC Contract TOTS-D-10-P-00123 was transferred from the OCC to the CFPB on 04/01/2012. As a result of this contract transfer, the CFPB created CFP-12-P-00006. All original documentation for this contract was created by the OTS/OCC.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1. **Agency Identification:** Office of Thrift Supervision (OTS)

2. **Description of Procurement Action:** This procurement action will result in the award of a purchase order to the Federal Radio Service Corp. for trunked radio service.

3. **Description of Services Required to Meet Agency Needs:** OTS requires trunked radio service. The Federal Radio Service Corp. (FR) operates the trunked radio service for federal government agencies and contractors. FR is the exclusive management company of Federal Radio Service Corp. under contract from the Department of Commerce (DOC)/NTIA to provide trunked radio service to federal agencies. It operates the FEDSMR wide band trunked radio service and 1CommWireless narrowband digital trunked radio service. FR is the only source for FEDSMR and 1CommWireless airtime service, programming, and complete equipment maintenance service. No other company is under contract with DOC to provide dedicated government trunked radio service.

4. **Applicable Statutory Authority:** 41 USC 253(c) (1) - Only one responsible source. The services required by the agency are available from only one responsible source, and no other type of services will satisfy agency requirements.

5. **Demonstration that Unique Qualifications Require Use of Authority Cited:** See explanation under item number 3 above.

6. **Efforts Made to Ensure that Offers are Solicited From as Many Potential Sources as Practical:** This is a sole source procurement from only one available source.

7. **Determination that Price is Fair and Reasonable:** This price is consistent with historical prices. In fact, the Contractor provided the OTS with a reduction .

8. **Description of Results of Market Survey:**
Not applicable. FR is the only vendor capable of providing the trunked radio service.

9. **Other Supporting Facts:** None.

10. **Listing of Interested Sources:** Not applicable.

11. **Actions Taken to Overcome Competition Barriers:** Not applicable.

Contracting Officer Certification: The signature of the Contracting Officer certifies that other than full and open competition is justified for this procurement action.

TECHNICAL AND REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this justification and its supporting request for procurement services and which form a basis for this justification are complete and accurate.

CONTRACTING OFFICER CERTIFICATION (FAR 6.303-2(A)(12)):

I certify that this justification, including its supporting request for procurement services, is accurate and complete to the best of my knowledge and belief.

Andre Adams
Contracting Officer

August 26, 2010
Date

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 Consumer Financial Protection Bureau, Legal Division.

2.0 Funding for FELTG's FLRA Law Week for four CFPB employees at a total cost of $5,970.

3.0 This training is to provide preparation for changes in "permissive" subjects of bargaining under 5 USC 7106(b) of Executive Order 13522. FLRA Law Week provides extensive training on issues of employee and union rights. The topics covered include Labor Relations, Negotiation Techniques, and Arbitration. Furthermore, the topics are broken down by day, so attendees can pick and choose which sessions and days that are willing to attend. No other comparable conference/training option exists so close to CFPB headquarters at this time.

4.0 Market research was conducted in November 2012 and this training conference was found to be unique, both in terms of subject matter and location.

5.0 This is currently the only training of its kind being offered at this time and in a location so close to the Bureau.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*
Not Applicable

7.0 The cost of this training conference is fair and reasonable. The attendance fee of $850 for two days, $1,220 for three days, and $1,950 for the full week is being offered as a commercial price to the general public. It should be noted that due to the training's proximity to the Bureau, the Bureau will not have to spend additional money for travel or lodging.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Laurent E Pichet 12/18/12

Laurent Pichet — Date
Contracting Officer

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Consumer Education & Engagement, Office of Older Americans.

2.0 *Nature and/or description of the action being approved and dollar value.*

This proposed contract is for purchase of a license to create a derivative work based on an existing publication and for services contributing to a CFPB project described herein. The project, approved by CFPB Director Richard Cordray on March 27, 2012, will create a CFPB guide to help providers serving vulnerable adults in congregate settings identify and address the financial exploitation of older Americans in their care. The guide will advance a key part of the Office for Older Americans' statutory mandate to protect older Americans against unfair, deceptive and abusive practices. Dollar Value: $25,000.00 (Independent Government Cost Estimate $24,999.00)

3.0 *Reason for other-than full-and-open competition*

The proposed contractor, Ms. Iris C. Freeman, wrote and holds the copyright for the only existing guide for operators of congregate living sites on identifying an intervening in elder financial exploitation cases. The publication, *Identifying and Intervening in Elder Financial Exploitation – Manual and Protocol for Providers Serving Vulnerable Adults in Congregate Settings*, was copyrighted by Iris C. Freeman in 2010. The publication is specifically geared to facilities in Minnesota (MN) and contains specific content on Minnesota laws, regulations, policies and practices. It was based on significant input from care providers and other key stakeholders, received strong support, and formed the basis for at least 25 state and national training sessions. This track record supports the utility of scaling the effort up to the national level

In order to create a national version of the guide, the CFPB must purchase a license from Iris Freeman to create a derivative work based on her original and unique guide. In addition, CFPB needs to purchase supplemental consulting services from Freeman to assist in: conducting background research using the methodology she devised for the original guide; formulating the content for the national version; reviewing the CFPB draft; and creating a replication manual enabling states to develop state-specific guides based on the original MN guide. Ms. Freeman is uniquely qualified to provide these additional services based on over thirty years of experience in long-term care policy and practice and other issues affecting older and vulnerable adults; her conception and creation of the MN guide; and her national visibility and influence among relevant stakeholders.

4.0 *A description of the market research conducted and the results, or a statement of the*

reason market research was not conducted.

In order to identify any existing tools to assist providers of residential care in identifying and intervening in elder financial exploitation cases in a concise but comprehensive manner, the Office for Older Americans' staff conducted extensive internet research through numerous search tools and discussed the topic with numerous national experts and stakeholders. Ms. Freeman's guide was the only such publication identified. Key stakeholders with extensive experience have invited Ms. Freeman to conduct training on this topic at major national conferences due to her unique expertise and experience. Discussions with Ms. Freeman revealed that she is the sole holder of the copyright to her existing guide and that she has not previously granted a license for this publication to other entities.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.*

Because this requirement is not estimated (valued) at greater than $25,000, a FBO posting is not required.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*

This is the only known need at this time. Follow-on efforts are not currently anticipated beyond this unique requirement.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

When examining information related to price, FAR 15.402(a) reflects a preference that information available within the Government be relied upon in determining the reasonableness of prices. CFPB developed an Independent Government Cost Estimate (IGCE) as part of its pre-solicitation market research. The IGCE for this acquisition is $24,999.00. Ms. Freeman submitted a proposal in the amount of $25,000.00. This proposed price is slightly higher than the IGCE. In this instance, comparison with the IGCE is the only appropriate price reasonableness methodology, due to the unique and copyrighted nature of the product. Unfortunately, Ms. Freeman has not offered this product for sale to the general public or any specific entity (University, Government agency, etc.). However, Ms. Naomi Karp of the Office of Older Americans has stated that the $25,000.00 price for the creation of a derivative work from the copyright at issue here is fair and reasonable, based on her past work in the industry with similar subject matter, work products, and written copyrighted materials. Based on the reasons cited above, I hereby conclude that Ms. Freeman's proposed pricing is fair and reasonable.

CONTRACT NO. CFP-12-C-0006
JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Nicholas Olson
Contracting Officer

7/24/2012
Date

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:

DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS
Purchase of licenses to Gartner.

REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S)
COST ESTIMATE $ $103,500.00 (annual) $517,500.00 total including four (4) option periods	Gartner 4501 North Fairfax Drive 8th Floor Arlington VA 22203

FEDERAL ACQUISITION REGULATION 8.405-6

(place "X" in appropriate box and complete rest of form)

X	**FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.** Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under limited source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

Each of the following items are proprietary resources that can only be accessed through Gartner:
- Proprietary and independent research reports exclusive to Gartner such as Toolkits, Magic Quadrants, Hype Cyple Reports, Templates, Maketscopes, Vendor Ratings, IT Score Diagnostics, Benchmarking Key Metrics
- Gartner is the only organization who can provide hundreds of dedicated, experienced Executive Level subject matter experts (resources with more than 20 years of executive IT experience), specifically assigned to the CFPB to identify and drive IT efficiency across more than 75 areas of IT expertise, and provide a conduit for best-practices across the government/financial continuum.
- Gartner provides the largest CIO network in the world with more than 4,100 CIO's to leverage through networking forums
- Consult directly with more than 1200 IT industry analysts and subject matter experts to support technology

investment decisions, validate understandings and clarify assumptions.
- Access to Gartner Events, including the world's largest gathering of CIO's and Sr IT decision makers.
- Independent and Unbiased decision support and insight that is the recognized worldwide leader.
- Proprietary Methodologies: Gartner derives insight from a unique set of methodologies and tools that are exclusive to Gartner and cannot be duplicated
- Only Gartner can provide the deliverables required by CFPB at a firm, fixed-price. No equivalent services or combination of service deliverables can be found elsewhere.

Note: Gartner does not have resellers nor distributors (neither in the commercial marketplace nor under a GSA Contract).

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

Gartner is renowned in the IT industry – public and private - as a trusted source for objective and best practice information. Their capabilities have been validated by previous experiences of a number of personnel within CFPB.

Gartner is the only organization who can provide dedicated, experienced Executive Level resources (resources with more than 20 years of executive IT experience), specifically assigned to the client to identify and drive IT efficiency across more than 75 areas of IT expertise, and provide a conduit for best-practices across the government/commercial continuum. Only Gartner can provide the deliverables listed herein at a firm, fixed-price.

Armed with trusted advice provided by Gartner, the CFPB can make better and more confident technology decisions that will enhance the performance and cost-efficiency of their IT infrastructure. Gartner plays a unique role in the marketplace, analyzing vast amounts of information on IT supply and demand. Specifically, the CFPB plans to procure the Gartner "IT Executives - CIO Signature" and "Gartner for IT Leaders - Advisor" Licenses. These licenses will allow the CIO and Senior IT Executives executive-level direct access to Gartner research and inquiry, networking opportunities with a select group of their peers with similar levels of responsibility, as well as critical information to enhance, validate accelerate and/or mitigate at risk decision making.

Building on the foundation provided by Gartner research, Executive Programs combines research with peer networking and advisory opportunities for CIOs, their direct reports and other senior business executives. Given the rapidly changing technology landscape, CIOs and other IT executives are challenged to keep abreast of the latest technology trends, ensure best practices are shared, and achieve efficiencies within the constraints of tightened budgets. IT executives look to Gartner's Executive Program for insight and advice on how to achieve their vision for operational excellence. Gartner EXP Programs ensure that IT leadership is armed with the latest information and advice on technology solutions and best practices in implementing those solutions.

Moreover, Gartner provides CIOs and IT staff with a unique opportunity to network with other government and commercial IT executives and to learn from their IT implementations and experience. This opportunity provides invaluable insight that keeps projects on track, while guiding them through available options and helping avoid common mistakes that can have severe financial and operational impact on agency missions.

The unique value of this program results from the integration of Gartner's business insight, objectivity, and rigorous research approach along with unparalleled access to a network of thought leaders, practitioners, and peers. There is no other integrated offering for IT executives that provides peer networking and research programs that is comparable to Gartner's Executive Programs.

Specific value to the Federal Government includes:

- Unparalleled Breadth and Depth of Expertise Including Government: Through Gartner's vast experience supporting thousands of clients, the organization has developed templates, tools and methodologies based on industry best-practices. Leveraging Gartner's experience ensures support is based on the best practices of

the most experienced firms at the nexus of business and information technology.

- Knowledge and Experience: Gartner is a trusted advisor and have consistently earned the high regard of senior leadership across government. Gartner will apply their knowledge of government and technology to ensure support is closely tied to the agency's mission and to help reduce risks.
- Objectivity and Independence: Objectivity and independence are critical factors in the success of Research Advisory Executive Service programs because it means that findings are unbiased and directed only toward increasing the success of agency programs. Gartner has unmatched objectivity and independence which means we have no bias toward any particular hardware manufacturer, software vendor or system integrator. Gartner does not perform downstream implementation work. Gartner's independence adds unquestionable credibility to CFPB's efforts.
- Global Research Leadership: Gartner is the world's leading IT research firm. Research analysts cover the entire IT industry and are recognized IT subject matter experts. Gartner's unique integration of research and consulting allows for a prospective view of Research Advisory Executive Services and program oversight processes. Gartner has published the largest body of IT research in the world and are routinely called on to testify before Congress and Executive organizations. This is undoubtedly a capability of interest to CFPB.
- Proprietary Methodologies: Gartner derives insight from a unique set of methodologies and tools that have often been copied, but never duplicated including the Magic Quadrants and Hype Cycles.

All of the above unique capabilities demonstrate why Gartner is the only source that can provide the requisite specialized support required for CFPB.

CFPB will continue to monitor the market environment to ensure the needs of the CFPB's Technology Team are met in the most efficient and effective ways.

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

The CFPB will take all steps to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

This request does not result from a lack of planning or the expiration of funds.

Requisition Number:_____

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a limited source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)*	*(Signature)*	*(Phone No.)*	*(Date)*
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Loretta Osuna Cotto	*(Signature)* Loretta Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 2/1/2012

PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Cindy Ritchea	*(Signature)* Cindy Ritchea	*(Phone No.)* 304-480-7258	*(Date)* 1/31/12
CONTRACTING OFFICER *(Type or Print Name)* Gina Hanna	*(Signature)* Gina Hanna	*(Phone No.)* 304-480-7181	*(Date)* 1/31/12
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)* Jason B. Isaacs	*(Signature)* J.B.	*(Phone No.)* 304.480.7169	*(Date)* 2/6/12

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $3,500	(3) Requisition Number: CFP-20400-14-0006

(4) Description of Required Supplies or Services:
General Assembly's IT product management course "Front-End Web Development"
Dates: 12/07/2013 – 02/22/2014
Location: 10 East 21st Street, New York, NY 10100

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

This is a 10 week long course will is designed to teach students how to convert design ideas into functional websites coded in HTML, CSS and Javascript. This course enables students to design a user-centered website, become more innovative with web design and master technical vocabulary to communicate ideas to website users.

This course is needed for Ms. Mehgan Iulo, a CFPB Graphic Designer. As a Graphic Designer, Ms. Iulo works with the various stakeholders to design and develop the Bureau's internal and external webpages and applications. This training will enhance Ms. Iulo's skills in front end web development by focusing on use of HTML, CSS and JavaScript coding languages as well as using Github and jQuery, two key tools used by the CFPB Design and Development teams. The website is the Bureau's primary medium for disseminating information to consumers on new educational programs and rulemaking actions. The website also serves as the primary means by which consumers can submit complaints about institutions regulated by CFPB and obtain contact information for the consumer complaint line. This training will give Ms. Iulo the skills needed to design and develop new webpages and applications for the Bureau's public facing website, which will further the Bureau's mission of educating consumers and enforcing regulations. General Assembly is the only available source providing this training.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted in the form of surveys of universities in New York City, where Ms. Iulo is located. Of the universities surveyed (New York University, Fordham, Columbia and SUNY NYC, among others in the New York Area) none were found that offer a course with this focus.

Requisition Number: ____CFP-20400-14-0006_____

(9) Requisitioner's Signature and Title JOHN BRAUN Digitally signed by JOHN BRAUN DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=JOHN BRAUN, 0.9.2342.19200300.100.1.1=95881007887928 Date: 2013.11.25 14:09:41 -05'00'
Telephone No. (202)-435-9507 Date 11/25/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. (304) 480-8553
Date 11/25/13

Contracting Officer's Signature _____
Telephone No. (304) 480-8559 Date 11/25/13

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

For
(11) BCPO Signature _____ _____ Date 11/26/2013

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), Office of Research, Markets and Regulations (RMR), Deposits, Cash, Collections and Reporting Markets.

2.0 *Nature and/or description of the action being approved.* Consumer Finance Law course for Sarita Frattaroli, Policy Analyst for RMR.

3.0 *Description of Requirement (including the estimated value).* Consumer Finance Law Course that covers enumerated consumer finance laws under Dodd Frank, including Regulation E, Regulation Z, and UDAAP. The course is offered by Georgetown University School of Law. It is 3 credits at $2,070/ credit plus $90 application fee, resulting in an estimated cost of $6,300.

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

In order to fulfill her duties in providing legal analysis and policy development support in Deposits, Cash, Collections, and Reporting Markets, Ms. Frattaroli needs a detailed understanding of the CFPB's authority (and division of authority with other regulators), consumer finance laws (including UDAAP, the EFTA, TILA, ECOA, and the FDCPA), their implementing regulatory text, the caselaw interpreting the statutes (including class action litigation), and how the law interacts with relevant products (including overdraft, payday loans, auto title loans, deposits, and the payments system). Review of state usury law and federal preemption of state law would also be helpful for my small dollar lending work. Market research indicated that Georgetown University is currently the only institution that meets this immediate need.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The anticipated costs can be deemed fair and resaonable. The costs are commercial tuition rates as they are offered to all potential students.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

RMR completed a review of courses offered by trade associations and all consumer finance courses offered by law schools in the DC metro area.

Ms. Frattaroli has completed two courses offered by trade associations and those courses have not met RMR's needs. These courses were the Compliance School offered by the American Bankers Association, and the Consumer Finance Basics course offered by the American Bar Association's Business Law Section. The Compliance School did not provide any background in the meaning of the consumer finance regulations or case law interpreting those regulations; it was structured to provide a quick "checklist" for examiners that had no legal background. The Consumer Finance Basics Course did not outline the specific requirements of the consumer finance regulations; rather, it provided panels of experts that discussed recent

developments in the industry.

Given that more in-depth training is needed, it has been determined that Ms. Frattaroli needs a law course offered over multiple weeks that can cover the CFPB's authority, consumer finance laws, their implementing regulatory text, the caselaw interpreting the statutes, how the law interacts with relevant products, state usury law, and federal preemption of state law. This course should be in the DC metro area so that she can attend it while still conducting her duties at the Bureau. RMR has searched the law courses for DC area schools that are close enough for her to attend classes while working at 1700 G Street, including American University, George Washington University, Georgetown University, and Catholic University. GW offered a Consumer Protection Law course for Fall 2013; however, the instructor (who is an attorney at the FTC) informed Ms. Frattaroli that the course would not cover consumer finance law like Regulation E or Regulation Z – it would focus practices particular to the FTC, like deceptive advertising.

GW is not offering a consumer finance course next semester. American is offering an "Unfair Trade Practices and Consumer Protection" class in the Spring, but it focuses on FTC work and anticompetitive practices rather than consumer finance. Catholic is not offering a consumer finance law course this year.

The only consumer finance law course available in the DC metro area within the 2013-2014 academic year is being offered by Georgetown Law. The professor has confirmed, thorugh a syllabus provided, that the consumer finance laws implemented by the Bureau will be covered. The course covers all the products Ms. Frattaroli's team is responsible for, including overdraft, deposits, payday loans, auto title loans, collections, and credit reporting. It covers all of the relevant consumer finance laws the team must understand in order to develop sound policy, including UDAAP, the EFTA, TILA, ECOA, and the FDCPA. The course reviews caselaw interpreting these statutes sostudents can gain expertise in how these laws are interpreted. It also breaks down the course by product, in order for students to understand how the laws are interpreted in the context of particular product markets.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* N/A

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* N/A

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* N/A

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* N/A

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* Should any future similar training needs arise, CFPB will again conduct market research to determine what available sources can offer training in a timely maneer to meet specified needs.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

10/21/13

Name: [illegible] Date

Title: (Assistant Director or Deputy)

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Vanessa del Toro 10/21/2013

Vanessa del Toro Date

Contracting Officer (all actions)

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost: $38,750.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:
Purchase of up to 160 licenses.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (e.g., urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements __X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Github Enterprise is the enterprise version of Github.com, a web service that allows software developers to track changes in software code, manage issues, and collaborate among developer teams. Github is based on Git, a framework for managing software source code. Git became the industry standard for development teams, supplanting older tools like Subversion, CSV, and SourceSafe, which have been obviated by the creation of Git. Moreover, Git was built with whole teams in mind, as opposed to its older counterparts, whose centralized nature creates inconvenience and risk for development teams.

Github is the industry standard used to help developer teams easily implement a Git-based environment. It includes a full set of software project management features including issue tracking, issue assignment, documentation, and permissions. CFPB requires this feature set in a product that can be hosted inside an organization's firewall. While several products fulfill one of these requirements, Github Enterprise is the only product that fulfills both of them

Since the launch of CFPB, the Technology & Innovation (TI) team has been using Git to manage its source code. It is the intent of the CFPB TI Team to continue to use Github Enterprise to manage its software development process. Switching to another source code management framework would be risky and regressive and would be detrimental to the team's ability to develop and maintain software code. Accordingly, the CFPB intends to sole source this requirement for the purchase of 60 user licenses immediately with the option of purchasing up to 100 additional ones.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Additional market research was not conducted given the functional capabilities described above and the impacts of switching to another product. CFPB will continue to monitor the market environment to ensure these licenses both meet the technical needs of the CFPB TI Team and are the most cost effective options.

Requisition Number: _____

(9) Requisitioner's Signature and Title NELLISHA RAMDASS
Telephone No. 202-435-7782 Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8554 Date 12-5-12

Contracting Officer's Signature _____
Telephone No. 304.480.7180 Date 12/6/12

Small Business Specialist Signature Loretta Owens Cottle
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 12/6/12

(11) BCPO Signature _____ Date 12-6-2012

JREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost: $10,000.00	(3) Requisition Number:

(4) Description of Required Supplies or Services:
Purchase of up to 40 licenses.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements __X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Github Enterprise is the enterprise version of Github.com, a web service that allows software developers to track changes in software code, manage issues, and collaborate among developer teams. Github is based on Git, a framework for managing software source code. Git became the industry standard for development teams, supplanting older tools like Subversion, CSV, and SourceSafe, which have been obviated by the creation of Git. Moreover, Git was built with whole teams in mind, as opposed to its older counterparts, whose centralized nature creates inconvenience and risk for development teams.

Github is the industry standard used to help developer teams easily implements a Git-based environment. It includes a full set of software project management features including issue tracking, issue assignment, documentation, and permissions. CFPB requires this feature set in a product that can be hosted inside an organization's firewall. While several products fulfill one of these requirements, Github Enterprise is the only product that fulfills both of them

Since the launch of CFPB, the Technology & Innovation (TI) team has been using Git to manage its source code. It is the intent of the CFPB TI Team to continue to use Github Enterprise to manage its software development process. Switching to another source code management framework would be risky and

> a product other than GIT)

regressive and would be detrimental to the team's ability to develop and maintain software code. Accordingly, the CFPB intends to sole source this requirement for the purchase of up to 40 user licenses.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Additional market research was not conducted given the functional capabilities described above and the impacts of switching to another product. CFPB will continue to monitor the market environment to ensure these licenses both meet the technical needs of the CFPB TI Team and are the most cost effective options.

JAN 3

Requisition Number: _____

(9) Requisitioner's Signature and Title Nellisha Ramdass
Telephone No. 202-435-7782 Date 12/05/11

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-7173 Date _____

Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date _____

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date _____

regressive and would be detrimental to the team's ability to develop and maintain software code. Accordingly, the CFPB intends to sole source this requirement for the purchase of up to 40 user licenses.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Additional market research was not conducted given the functional capabilities described above and the impacts of switching to another product. CFPB will continue to monitor the market environment to ensure these licenses both meet the technical needs of the CFPB TI Team and are the most cost effective options.

POSTED INTENT TO SOLE SOURCE ON FBO 12/9/11, CLOSED 12/15/11 WITH NO RESPONSES RECEIVED.

Requisition Number: CFP-20400-12-0013

(9) Requisitioner's Signature and Title Nellisha Ramdass
Telephone No. 202-435-7782 Date 12/05/11

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-7173 Date 12/15/11

Contracting Officer's Signature
Telephone No. 304-480-7213 Date 12-19-2011

Small Business Specialist Signature N/A
(Review and Approval required if over $25,000)
Telephone No. Date

(11) BOPO Signature for Date 12-19-11

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-13-P-00039

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of the Chief Human Capital Officer.

2.0 Employee training in the form of Senior/Executive Manager workshops conducted at:

Harvard Kennedy School of Government
79 JFK Street
Cambridge, MA 02138

Individual(s) attending: Up to ten selected managers
$6,900 each, total $69,000
during FY13 and FY14

3.0 Market research was performed. There are no other workshops similar in scope and content that match the skill requirements and on-going professional development needed.

4.0 The contemplated award price for the above training has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published by the course provider. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

5-14-13
Originator's Signature (Assistant Director or Deputy) Date

14 may 2013
Name Date
Contracting Officer

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-13-P-00048

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of the Chief Human Capital Officer.

2.0 Employee training: Data Visualization: Conveying Information through Visual Representation, conducted at:

Harvard Kennedy School of Government
79 JFK Street, Cambridge, MA 02138

Individual(s) attending: Tom Schumacher and Heidi Johnson
$2,200 each, total $4,400
Jun 17, 2013 - Jun 18, 2013

3.0 Market research was performed. There are no other workshops similar in scope and content that match the skill requirements and on-going professional development needed.

4.0 The contemplated award price for the above training has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published by the course provider. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Originator's Signature (Assistant Director or Deputy) — Date: 6-13-13

Name
Contracting Officer — Date: 13 June 13



JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), Office of Enforcement

2.0 *Nature and/or description of the action being approved.* The CFPB, Office of Enforcement, requires consulting services from Mr. Manoj Hastak to test advertisements (online, print, etc.) and enrollment materials to determine whether consumers are misled and whether they are able to correctly interpret the claims and promises made in such advertisements. The reports and materials developed by Mr. Hastak will be used to advise agency decision-makers as to the necessity and risks of taking public enforcement action and may be used in negotiating settlements or in preparation for litigation.

3.0 *Description of Requirement (including the estimated value).* This procurement is to enlist expert consultation services for an investigation and possibly litigation. The total estimated value of this project is $147,500. This estimated amount includes $89,000 in steady state consulting activities, $40,000 in technical assistance, $6,500 in potential travel expenses, and an additional $12,000 for potential facilities and related fees to conduct testing. This estimate was derived using an average hourly consulting rate based on CFPB issued Management Consulting BPAs because Mr. Hastak does not have a commercially available hourly consulting rate.

4.0 *Statutory authority permitting other-than full and-open competition.*

☐ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

☒ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 ***Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*** We contacted Mr. Hastak as an expert in the field of consumer information processing, advertising communication, and deceptive advertising. He is highly recognized in his field, has published extensively in marketing publications, received multiple awards, served as a consultant assisting other federal agencies, and designed and conducted numerous consumer research studies. We are seeking to engage Mr. Hastak in the context of Expert Services for potential litigation, and we have confirmed that he possesses all the qualifications necessary to be considered an expert in the federal courts, and his retention should remain confidential. For the foregoing reasons, we believe other-then-full-and-open competition to be appropriate and justifiable in this case. In addition, because of the need for confidentiality, it would neither be appropriate nor required to have this synopsized on FedBizOpps.

Specifically, Mr. Hastak:

- Holds a PhD. in business administration;
- has served as a consultant for federal agencies on the topics of consumer information processing, advertising communication, deceptive advertising and labeling, and research methodology issues;
- has designed and conducted numerous consumer research studies for and has evaluated empirical studies submitted by companies seeking to substantiate marketing and advertising claims;
- possesses the qualities and experiences required to be considered a credible expert in the fields of information processing, advertising communication, deceptive advertising and labeling, and research methodology issues;

- has extensive experience with research projects involving deception, ad communication, disclosure, and other consumer perception issues;
- has extensive experience serving as an expert in administrative or court cases involving deceptive advertising/labeling, disclosures, and consumer perception issues;
- has published more than 15 papers in scholarly marketing publications on marketing;
- has participated as a panelist in academic conferences in marketing copy testing of advertisements;
- has served as a reviewer for a number of peer-review journals in marketing;
- has conducted research relating to consumer perception and comprehension of advertising and marketing communications; and
- has extensive experience developing pretests and consumer surveys and studies on consumer comprehension of advertising and marketing communications.

6.0 ***A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*** Since this acquisition is for expert consulting services in support of litigation, exception (14) under FAR 5.202 applies. The exception is as follows: The proposed contract action is made under conditions described in 6.302-3 with respect to the service of an expert to support the Federal Government in any current or anticipated litigation or dispute.

7.0 ***Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*** The Contracting Officer will ensure labor rates are determined "Fair and Reasonable" prior to the issuance of any contractual vehicle. The rates that will be charged by Mr. Hastak in this contract will be consistent with commercially available rates for similar consulting services before any contract award is made. Because Mr. Hastak does not have a commercially available hourly consulting rate to determine price reasonableness, the CFPB compared the Contractor's rate to similar consulting labor category rate in the BPA. Of the two BPA holders that priced out SMEs with Master's Degrees only, the rate proposed by the Contracor is priced higher than the small business but lower than the large business. The compared SME labor catefories were awarded against existing GSA schedules and were found found to be fair and reasonable. Therefore, the Contract Officer finds Mr. Hastaks rates to be reasonable based on the hourly rate comparison and his increased educational background (he holds a PhD) and level of experience in the specific field of advertisement copy testing.

JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.* We sought out potential expert consultants from a number of reputable colleges and universities that specialized in deceptive marketing. During the market research, Mr. Hastak was found by the attorneys in the Program Office to be an expert in the industry and has relevant experience in assisting federal agencies in similar matters.

9.0 *Any other facts supporting the use of other than full and open competition.* None

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* Not applicable. This is a contract for expert consulting services under the Simplified Acquisition Threshold (SAT) in support of litigation exception (14) under FAR 5.202.

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* CFPB plans to conduct further research in the future to determine any other expert consultant with significant expertise in this field. Further, a Special Notice will be posted on FedBizOpps if additional services are required over the Simplified Acquisition Threshold.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

Name: Joanna Pearl
Chief of Staff
Title: (Assistant Director or Deputy)

11/25/13
Date

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Laurent E. Pichet
Contracting Officer

11/26/13
Date

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS. See attached scope of work.	
REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S) Hispanic Association of Colleges and Universities 8415 DATAPOINT DR STE 400 SAN ANTONIO, TX 78229-3298
COST ESTIMATE $77,112	

	FEDERAL ACQUISITION REGULATION 8.405-6
	(place "X" in appropriate box and complete rest of form)
X	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. The Intern program that HACU administers is the only organization represented in the greater metropolitan DC area that allows Federal Agencies to recruit Hispanic scholars and that will provide the requiring activity with exceptional quality of students. Utilization of this program is in accordance with the authority of Executive Order 12928, Promoting Procurement with Minority Institutions, and the MOU between the Department of Treasury and HACU.
B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest. Use of HACU is part of OPM's 10-Point Plan to Improve the Recruitment and Development of Hispanics. HACU is designated as a small business under the GSA schedule.
C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services. The Agency will conform to the procedures outlined in FAR 8.405, as appropriate and applicable.
D. Statement that requirement does not result from a lack of planning or the expiration of funds. This requirement does not result from a lack of planning or the expiration of funds.

Requisition Number: CFP-20700-13-0004

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE	*(Signature)*	*(Phone No.)* (202) 435 - 9709	*(Date)* 8/7/13
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))*	*(Signature)* NC Loretta Osuna Cotte	*(Phone No.)* 304-480-8717	*(Date)* 08/15/13

PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Sherri Gandee	*(Signature)* Sherri Gandee	*(Phone No.)* 304-480-7293	*(Date)* 08/07/2013
CONTRACTING OFFICER *(Type or Print Name)* ***Lisa R. Stanley***	*(Signature)* Lisa R. Stanley	*(Phone No.)* ***304-480-7213***	*(Date)* ***8/7/2013***
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)* Acting Sandra J. Tenge	*(Phone No.)* 304-480-7134	*(Date)* 8/15/2013

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS. See attached scope of work.	
REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S) Hispanic Association of Colleges and Universities 8415 DATAPOINT DR STE 400 SAN ANTONIO, TX 78229-3298
COST ESTIMATE $77,112	

	FEDERAL ACQUISITION REGULATION 8.405-6
	(place "X" in appropriate box and complete rest of form)
X	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. The Intern program that HACU administers is the only organization represented in the greater metropolitan DC area that allows Federal Agencies to recruit Hispanic scholars and that will provide the requiring activity with exceptional quality of students. Utilization of this program is in accordance with the authority of Executive Order 12928, Promoting Procurement with Minority Institutions, and the MOU between the Department of Treasury and HACU.
B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest. Use of HACU is part of OPM's 10-Point Plan to Improve the Recruitment and Development of Hispanics. HACU is designated as a small business under the GSA schedule.
C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services. The Agency will conform to the procedures outlined in FAR 8.405, as appropriate and applicable.
D. Statement that requirement does not result from a lack of planning or the expiration of funds. This requirement does not result from a lack of planning or the expiration of funds.

Requisition Number: CFP-20700-13-0004

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE	*(Signature)*	*(Phone No.)* (202) 435 - 9419	*(Date)* 8/7/13
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))*	*(Signature)* NC Loretta Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 08/15/13

PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Sherri Gandee	*(Signature)* Sherri Gandee	*(Phone No.)* 304-480-7293	*(Date)* 08/07/2013
CONTRACTING OFFICER *(Type or Print Name)* ***Lisa R. Stanley***	*(Signature)* Lisa R. Stanley	*(Phone No.)* ***304-480-7213***	*(Date)* ***8/7/2013***
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)* Acting Sandra J. Tenge	*(Phone No.)* 304-480-7134	*(Date)* 8/15/2013

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)* NOT APPLICABLE	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-13-P-00003, HOPE EXHIBIT

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of the Chief Human Capital Officer.

2.0 *Conference*: A 10' x 10' booth at the HOPE Global Financial Dignity Summit, conducted at:

191 Peachtree Street
Suite 4000
Atlanta, GA 30303
Price: $5,000
Dates: 11/14/12 – 11/15/12

3.0 Market research was performed. Participation in this event will allow for organizational brand visibility at this high-profile event highlights key consumer finance issues that are at the forefront of the Bureau's mission. This event allows Talent Acquisition to network with key stakeholders that may turn in to strong potential job candidates for the Bureau.

4.0 The contemplated award price for the above Exhibit has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published by the event provider. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

_____ 10/30/2012
Name
Contracting Officer

Documentation of Circumstances of Restricted Consideration for the acquisition of Two Light Credentialing Solution (LCS) Kits from Hewlett Packard Company

This Limited Sources Justification (LSJ) was drafted for the Consumer Financial Protection Bureau (CFPB), in accordance with FAR 8.405-6.

This acquisition will result in an order placed with Hewlett Packard Company (HP) for the acquisition of two Light Credentialing Solution (LCS) Kits to allow the CFPB to create HSPD-12 identification badges onsite. The estimated value of this acquisition is $29,144.70, for a LCS Kit with laptop computer and one-year maintenance, where $35,000 has been committed on Requisition CFP-20200-12-0003 to pay for the units.

The CFPB intends to award a purchase order to HP for two Light Credentialing Solution (LCS) Kits, laptop computer, and one-year maintenance, based on a Limited Sources Justification for the following reason: 1) Per FAR 8.405-6 (a)(1)(i), only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized.

The Light Credentialing Solution (LCS) is a combined enrollment and activation kit that ships in a portable, wheeled case that contains all the software and hardware peripherals needed to enroll applicants and activate credentials. LCS addresses the challenge many Agencies face today with credentialing a diverse workforce that is located across the country, often in remote locations that are not located near existing "fixed" USAccess Credentialing Centers.

Since LCS kits can be moved and shipped easily between locations using the included shipping case, Agencies can ship and set up LCS kits that are located closer to their Applicants. Applicants will spend less time traveling to enrollment and activation appointments, and as a result, Agencies will see reduced travel expenses. LCS empowers Agencies to put full credentialing capability where they need it, when they need it.

The CFPB performed market research on the Internet and on the GSA Schedules website to find other potential providers or resellers of this Light Credentialing Solution (LCS) Kits but no other providers or resellers were found. The LCS Kit is the only station that can provide for the enrollment and activation of a worker's credential because it is the only product that is compatible with the General Services Administration's MSO Centralized Infrastructure.

As the executive agent responsible for managing government-wide acquisition of information technology to implement HSPD-12 services, the GSA HSPD-12 Managed Service Office (MSO) provides federal agencies with interoperable identity management and credentialing solutions that provide end-to-end services to enroll applicants, issue credentials, and manage the lifecycle

of these credentials. The MSO established the USAccess program to offer federal agencies with a managed, shared service solution that simplifies the process of procuring and maintaining PIV compliant credentials, while at the same time, meeting HSPD-12 milestones for issuing the credentials.

The two Light Credentialing Solution Kits cost $14,572.35 each and includes: Laptop, Facial Image Capture Camera, Facial Image Capture Middleware, Template Generator, Template Matcher, Transparent Reader, Single Fingerprint Capture Device, PIV Middleware, CMS Middleware, Document Scanner, USB Hub, Power Strip, Network Cable, Desktop Tripod, Photobackdrop Cloth, Wheeled Shipping Case with Foam, Combination Padlock (Includes 12 month maintenance/warranty), and a 12 months extended maintenance warranty.

Per FAR 8.404(d), GSA has already determined the prices of supplies and fixed-price services, and rates for services offered at hourly rates, under schedule contracts to be fair and reasonable. Therefore, ordering activities are not required to make a separate determination of fair and reasonable pricing, except for a price evaluation as required by 8.405-2(d). Although only one offer was received, the ordering activity evaluated the quotation received by HP and determined the total price to be reasonable. The proposed cost for the two LCS Kits in the amount of $29,144.70 is there determined to be fair and reasonable by the Contracting Officer.

Requirements Certification:

The requirements owner, Facilities and Operations, Security, has participated in the creation of this Limited Sources Justification in accordance with FAR 8.405-6. The information above, which forms the basis for this justification, is certified as complete and accurate.

02/03/2012

John Starr
Security Specialist
Office of Operations & Facilities (Security)
Phone: 202-435-7040

Date

Contracting Officer Certification and Concurrence:

The information above is accurate and complete to the best of the contracting officer's knowledge and belief.

11/15/11

Laurent E. Pichet
Sr. Contracting Officer
Consumer Financial Protection Bureau

Date

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Megan Thibos	(2) Estimated Cost:$4000	(3) Requisition Number: CFP-40400-12-0001

(4) Description of Required Supplies or Services:
Mortgage Market Statistical Annual

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information __X__

Brand Name____
*(**NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Inside Mortgage Finance is an industry distinct data provider and the Mortgage Market Statistical Annual is the only comprehensive compilation of mortgage market statistics available from any source. Many of the indicators included in the Statistical Annual are developed from proprietary surveys of market participants conducted by Inside Mortgage Finance. There are no known competitors for this particular product.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Consulted with multiple experts within the Office of Research and Mortgage Markets to determine whether there were any known competitors to Inside Mortgage Finance. All experts concurred that to the best of their knowledge, there are no competitors to Inside Mortgage Finance for this particular product. Market Research via the internet, and we. other publication containing the same information and encompassing as large a dataset was found.

Requisition Number: _____

(9) Requisitioner's Signature and Title Megan Thuma, Policy Analyst
Telephone No. 202-435-7370 Date 1/27/2012

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Susan Daugherty
Telephone No. 7138 Date 1-30-12

Contracting Officer's Signature
Telephone No 404-488-1213 Date 1-31-2012

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BOPO Signature for Jamme Johnson Date 1-31-2012

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost:$3,250.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:
SA.300.700.01 Microeconomics provided by John Hopkins University-SAIS

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

This course focuses on the theory of decision-making under conditions of scarcity. Analyzes consumer theory, choice and demand, production, cost, the firm, market structures and market failure. Emphasizes economic efficiency and the application of economy theory to government and firm decisions and public policy problems.

The course is needed for Ms. Samantha Simpson, a CFPB Technology Portfolio Manager (TPM) for the External Affairs and Front Office division of CFPB. As the TPM, Ms. Simpson ensures that the bureau fulfills its vision of developing and leveraging technology to enhance CFPB's reach, impact and effectiveness. The John Hopkins University-SAIS, microeconomics course (SA.300.700.01) is a Master of Business (MB) level course that provides an understanding of consumer theory, choice and demand, and financial markets. This higher level information relates to CFPB's mission of helping consumer finance markets work by empowering consumers to take more control over their economic lives. By taking this course, Ms. Simpson will gain additional insight into local economics and human behavior that will allow here to better assist in the creation of technology strategies and solutions for external stakeholders and specific demographics of American consumers, in order to further fulfill CFPB's mission.

(8) Describe the informal market survey and the results, or state why *a* market survey was not conducted.

Marker research was conducted in the form of surveys of local university's in the Washington DC and Baltimore, MD metro areas. Market research focused on these areas because of the close proximity to the CFPB Headquarters, where Ms. Simpson is based. This was done in order to find a location within driving/commuting distance so as to reduce the travel expenses that would be incurred at locations outside of these metro areas. Of the universities surveyed (George Washington University, Georgetown, Catholic University of America and multiple others in the aforementioned metro areas) no other university in these metro areas offered a course with this level of focus.

Requisition Number:_____

(9) Requisitioner's Signature and Title John Braun
Telephone No. (202) 435-9507 Date 5/17/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8553 Date 5/17/13

Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 5/17/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

for
(11) BCPO Signature _____ Date 5/17/13

Documentation of Circumstances of Restricted Consideration for the acquisition of an HSPD-12 PIV Card Enrollment Reader from Kastle Systems, LLC

This Limited Sources Justification (LSJ) was drafted for the Consumer Financial Protection Bureau (CFPB), in accordance with FAR 8.405-6.

This acquisition will result in an order placed with Kastle Systems, LLC (Kastle) for the acquisition of an HSPD-12 Enrollment Reader to allow CFPB employee PIV cards to be utilized for access control within the facilities at 1801 I Street and 1750 Pennsylvania Avenue. The estimated value of this acquisition is $9,963.33, for an HSPD-12 PIV Card Enrollment Reader with Intel based PC Workstation with Monitor, Windows XP, 4GB Memory, Keyboard and Mouse, MyKastle Enrolling Station Software which supports PIV PIN based Access, Certificate Challenge & Response, Certificate Validation, and Import of PIV data into the MyKastle Physical Access Control System, OmniKey USB Insert Smart Card Reader, Installation and Support, and two-year maintenance. The Security Program Office has committed $14,000 on Requisition CFP-20200-12-0012 to pay for this unit.

The CFPB intends to award a delivery order to Kastle for HSPD-12 PIV Card Enrollment Reader, accessories, and a two-year maintenance agreement, based on a Limited Sources Justification for the following reason: 1) Per FAR 8.405-6 (a)(1)(i), only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized.

The Consumer Financial Protection Bureau (CFPB), through a Memorandum of Understanding (MOU) with the Departmental Offices (DO) of the U.S. Treasury, is a subtenant at 1801 L Street, N.W. Washington DC 20006 and 1750 Pennsylvania Ave., N.W. Washington DC, 20006. Within the DO lease of the building, it is required that DO utilized the existing Kastle Security System for access to the building and interior spaces. As a subtenant, the CFPB is required to conform to the same building management requirements. The CFPB is therefore required to use the Kastle system in accordance with the DO lease agreement.

In accordance with OMB guidelines, effective October 01, 2011, all government agencies, to include CFPB, are required to utilize PIV cards for Physical Access Control Systems (PACS) when automated access control systems are utilized within a facility. In order for CFPB PIV cards to be utilized for access control within the facilities at 1801 I Street and 1750 Pennsylvania Avenue, the Kastle Enrolling Reader must be purchased and connected via DSL to the Kastle System.

The HSPD-12 Enrolling Reader & License for WebLink provides higher security while increasing convenience and manageability through the use of a single card across buildings and

interior spaces. The Kastle system authenticates, validates, revokes, monitors and ensures that only those people who should have access to restricted facilities are allowed to enter. Kastle will assist the government in the enrollment process and can upgrade government systems remotely when new changes to government requirements occur.

The CFPB performed market research on the Internet and on the GSA Schedules website to find other potential providers or resellers of this HSPD-12 enrolling system but no other providers or resellers were found. This unit and software is proprietary to Kastle Systems.

Per FAR 8.404(d), GSA has already determined the prices of supplies and fixed-price services, and rates for services offered at hourly rates, under schedule contracts to be fair and reasonable. Therefore, ordering activities are not required to make a separate determination of fair and reasonable pricing, except for a price evaluation as required by 8.405-2(d). Although only one offer was received, the ordering activity evaluated the quotation received by Kastle and determined the total price to be reasonable. The HSPD-12 Enrolling System cost $9,963.33 and includes the accessories and maintenance therefore determined to be fair and reasonable by the Contracting Officer.

Requirements Certification:

The requirements owner, Facilities and Operations, Security, has participated in the creation of this Limited Sources Justification in accordance with FAR 8.405-6. The information above, which forms the basis for this justification, is certified as complete and accurate.

02/29/2012

John Starr
Security Specialist
Office of Operations & Facilities (Security)
Phone: 202-435-7040

Date

Contracting Officer Certification and Concurrence:

The information above is accurate and complete to the best of the contracting officer's knowledge and belief.

2/29/12

Laurent E. Pichet
Sr. Contracting Officer
Consumer Financial Protection Bureau

Date

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:

DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS
MATLAB Software License

REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S)
11PR-TDP-0223	Lyme Computer Systems
COST ESTIMATE ~~$ 40,500.00~~ $3,800,000	

FEDERAL ACQUISITION REGULATION 8.405-6

(place "X" in appropriate box and complete rest of form)

X	**FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.** Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs. In accordance with FAR 11.105(a)(1), Explain why the brand name item is essential for the acquisition by identifying which feature(s) is essential to meet the Government's requirements and the market research which indicates what other similar items were identified and what feature(s) it lacks or that cannot be modified to meet the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION
A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. **The Office of Financial Research's mission is to collect data and information from a variety of sources including the regulatory agencies, the financial industry, and academia to conduct research and analysis of data/information to determine areas of risk. The regulatory agencies, the financial industry, and academia currently utilize MATLAB to develop programs and models for analysis. In order for the OFR to conduct research and analysis, OFR needs MATLAB to access these models. Furthermore, these programs and models are often extensively tested and retested to ensure validity. To recreate such programs/models in a new software would require extensive costs in training, testing, and validation. This is option would not be cost effective, time sensitive nor would be guaranteed adequate to satisfy the needs of the office. Although, other statistical software is available, MATLAB has unique tools that cannot substitute. In the office's current interactions with the regulatory community and academia, MATLAB has already been identified as a program that is relied upon to complete specific financial analysis. The procurement of this software does not preclude the used of other software, rather it will enable the office to access information they need to fulfill their mission.** **The Government has a requirement for this software, which can be purchased under GSA Schedule no. GS-35F-4754G. The contractor is the only authorized GSA reseller of the software for the Manufacturer MathWorks.** **Due to the forming of the OFR agency the MatLab software is required to conduct mission support at this time.**
B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at http://www.gsa.gov/fss; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest. **Research was conduct through research of the manufacturer's reseller list. A search of contractors on SEWP IV found other resellers, but none could provide all the required versions of the software. A search of GSA schedules found one reseller, Lyme Computer Systems; e Small 100% employee owned business could provide all of the required software versions.**
C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services. **Market research will be conducted each year to ensure that new requirements will be conducted on a competitive base among any available GSA Schedule vendors.**
D. Statement that requirement does not result from a lack of planning or the expiration of funds. **This requirement does not result from a lack of planning or the expiration of funds.**

Requisition Number: 11PR-TDP-0223

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)* Alice Tran Suh, Financial Manager	*(Signature)* See File for Signature	*(Phone No.)* 202-622-0299	*(Date)* 4/25/11
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Loretta Osuna Cobb	*(Signature)*	*(Phone No.)* 304-480-8717	*(Date)* 4/28/11
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Melissa Coplin	*(Signature)*	*(Phone No.)* X 7188	*(Date)* 6/28/11
CONTRACTING OFFICER *(Type or Print Name)* Susan Daugherty	*(Signature)*	*(Phone No.)* X 7138	*(Date)* 6/28/11
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)* Jason Isaacs	*(Signature)*	*(Phone No.)* X 7187	*(Date)* 6/28/11

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost:$16000	(3) Requisition Number:

(4) Description of Required Supplies or Services:
Procurement of MapBox online web services monthly standard plan plus allowance for additional map views.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

MapBox provides an open-source web-based mapping service which CFPB will use to create interactive geospatial data visualizations for the Public Data Platform project. MapBox produces TileMill, a desktop application to easily create maps; mapbox.js, a JavaScript library to integrate their maps on webpages; and an API. Mapbox will be used initially for the Public Data Platform, a CFPB project, to create a geocoded, interactive map of publicly available Home Mortgage Disclosure Act (HMDA) data using TileMill. (Subsequent consumerfinance and intranet projects may also use this software and service) The main output of TileMill is tiled maps - millions of image files that can be loaded quickly in interactive maps. Through TileMill, the mapping tiles will be uploaded to MapBox's servers, which MapBox will host for a monthly fee. CFPB Technology and Innovation (T&I) developers will then use the MapBox API and mapbox.js to embed and manipulate the map on our consumer-facing website. MapBox is the only tool that can meet the government's needs because MapBox provides open source resources for the creation of visually engaging interactive maps which can then be embedded on websites.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
Market research was conducted via the Internet. The main competitor for MapBox is Google Maps. Google Maps cannot meet the CFPB's needs for the requirements because Google Maps does not have the ability to create tiled maps that overlap each other. Additionally, Google Maps is not an open source solution (which is consistent with CFPB's Open Source policy), and requires users who embed Google Maps on their website to allow advertisements to be placed on the maps. The CFPB does not allow advertising on its website.

Requisition Number:_____

(9) Requisitioner's Signature and Title NELLISHA RAMDASS Date _____
Telephone No. _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature_____ Date _____
Telephone No. 304-480-6889

Contracting Officer's Signature _____ 8/7/2013
Telephone No. x7213

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date_____

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Kimberly Barnes	(2) Estimated Cost:$3850	(3) Requisition Number: CFP-50400-13-0061

(4) Description of Required Supplies or Services: National Bar Association 88th annual convention & Exhibits
July 27 – August 1 Fontainebleu Miami Beach Hotel, Miami, Florida

(5) Authority Permitting a Sole Source Acquisition: FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work: Only one responsible source and no other supplies or services will satisfy agency requirements

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The National Bar Association Convention is the only conference for African American Legal professionals in the timeframe required by the CFPB, and that reaches out to the African American community on Consumer Law issues. It is the emphasis on Consumer Financial Laws that makes this conference unique as it provides mission-critical, Consumer Finance information that is not provided by other Conferences.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

The following conferences, held during the remainder of this calendar year, were found during market research:

National Pre-LAW Conference and Law Fair, held November 15, 2013 in Houston Texas does not meet CFPB's requirements because it does not provide information and/or outreach regarding Consumer Financial Laws, an essential, mission-critical element of the NBA Convention.

The NOBLE (National Organization of Black Law Enforcement) Conference, August 3 – 7, 2013, does not meet CFPB's requirements because it does not provide information and/or outreach regarding Consumer Financial Laws, an essential, mission-critical element of the NBA Convention.

The NAACP Annual Assembly, July 23, 2013 does not meet CFPB's requirements because it does not provide information and/or outreach regarding Consumer Financial Laws an essential, mission-critical element of the NBA Convention.

The Blacks in Government annual National Training Conference in August does not meet CFPB's requirements because it does not provide information and/or outreach regarding Consumer Financial Laws, an essential, mission-critical element of the NBA Convention.

Requisition Number: CFP-50400-13-0061

(9) Requisitioner's Signature and Title Kimberly Barnes, Legal Administrative Assistant Telephone No.202-435-7839_ Date 7/17/2013
(10) I determine the circumstances of this acquisition deem only one source reasonably available: Contracting Officer's Signature Telephone No. 4357458 Date 18 July 2013
(11) BCPO Signature _____ Date_____

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Dave Uejio	(2) Estimated Cost: $5,000	(3) Requisition Number:

(4) Description of Required Supplies or Services:
Recruitment booth at the National Black MBA Conference

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements X

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
(NOTE: In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The National Black MBA Conference is the only annual career fair that brings together job seekers with a unique combination of financial expertise, banking experience, quantitative abilities, and diversity in the particular numbers that benefits CFPB. In addition, The conference provides job matching and on-site interviews so CFPB can actively recruit and source personnel. This service is only available to organizations exhibiting during the conference. It is essential that the Consumer Financial Protection Bureau attend to remain competitive with industry competitors including the FDIC, the Federal Reserve, and private sector entities that will be in attendance and have procured recruitment booths.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

An extensive review of the internet and current events was conducted and the National Black MBA Conference/ Career Feir were identified as the only source that brings together the unique skills and diversity in a significant quantity. The National Black MBA Conference provides CFPB with an ideal opportunity to expand organizational brand awareness, recruit potential job applicants, and enhance visibility amongst target populations.

Requisition Number:_____

(9) Requisitioner's Signature and Title _____ Lead, Talent Acquisition
Telephone No. 202 435 7140 Date 8/28/12

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 8551 Date 8/28/12

Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 8-29-2012

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature for Jammie Johnson Date 8-29-12

V:/Procurement/DPS Guidance/2007-00xx Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Apr 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Dave Uejio	(2) Estimated Cost: $5,000 $25K 5-year BPA	(3) Requisition Number: CFP-20600-13-0028

(4) Description of Required Supplies or Services:
Recruitment booth at the National Black MBA Conference

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The National Black MBA Conference is only annual career fair that brings together job seekers with a unique combination of financial expertise, banking experience, quantitative abilities, and diversity in the particular numbers that benefits CFPB. In addition, The conference provides job matching and on-site interviews so CFPB can actively recruit and source personnel. This service is only available to organizations exhibiting during the conference. It is essential that the Consumer Financial Protection Bureau attend to remain competitive with industry competitors including the FDIC, the Federal Reserve, and private sector entities that will be in attendance and have procured recruitment booths.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

An extensive review of the internet and current events was conducted and the National Black MBA Conference/ Career Fair were identified as the only source that brings together the unique skills and diversity in a significant quantity. The National Black MBA Conference provides CFPB with an ideal opportunity to expand organizational brand awareness, recruit potential job applicants, and enhance visibility amongst target populations.

Requisition Number: CFP-20600-13-0028

(9) Requisitioner's Signature and Title [signature] Lead/or Tribal Acquisition
Telephone No. 304-425-7140 Date 6/25/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Sherri Dardee
Telephone No. 304-480-7293 Date 06/25/13

Contracting Officer's Signature [signature]
Telephone No. 304-480-8559 Date 06/26/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 7/1/13

(11) BCPO Signature Acting [signature] Date 6/27/2013

V:/Procurement/DPS Guidance/2007-00xx Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Apr 07

Sole Source Justification
NCLC Fair Debt Collection Training Conference

In accordance with FAR 6.302-1, this memorandum serves as a sole source justification for attendance of the Consumer Financial Protection Bureau (CFPB) at an industry-specific training conference. Only one responsible source exists to satisfy the agency requirement described below.

The National Consumer Law Center (NCLC) is a nonprofit advocacy organization that seeks to build economic security and family wealth for low-income and other economically disadvantaged Americans. For over 40 years, NCLC has used its expertise to write the rules of a fair marketplace. Each year NCLC hosts the Fair Debt Collection Practices Training Conference ("Conference"). The Conference is the premier gathering of attorneys and advocates representing consumers. It provides advocates with information about debt collection abuse cases, in-depth sessions on developing fair debt collection cases, as well as networking events with colleagues who share an interest in consumer justice. Faculty includes top consumer lawyers across the country. No other comparable conference/training option exists. This year's conference takes place in New Orleans, Louisiana from February 23 – 24, 2012. This unique, once-a-year conference is one of the most comprehensive conferences on fair debt collection law practice, and is directly in line with CFPB's mission.

Other CFPB-related topics include, but are not limited to, credit reporting, bankruptcy, and ethical issues in fair debt collection cases.

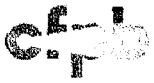
For the reasons stated above, I recommend award to the NCLC in the amount of $5,187. This cost covers the attendance of 13 Enforcement attorneys at the CRLC conference at $399 each.

Signed,

Brandis Anderson
CFPB Enforcement Attorney

Approved:

Nicholas Olson
CFPB Contracting Officer



LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Enforcement.

2.0 *Nature and/or description of the action being approved and dollar value.*

Payment for fourteen Enforcement attorneys to attend the National Consumer Law Center (NCLC), 22nd Annual Consumer Rights Litigation Conference, in Washington, D.C. (November 7 – November 10, 2013). Fourteen Enforcement attorneys will be attending this conference with a total cost of $7,350.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)*

This conference will provide training in different subjects that are relevant to attorneys in the Office of Enforcement such as: Mortgage Servicing; Truth in Lending Act/RESPA Update; ABCs of Credit Reporting Litigation; Stopping Illegal, Unauthorized or Unwanted Payday or Other Payments; Student Loan ABCs: Helping Borrowers in Default; ABCs of Fair Debt Collection Practices Litigation; Authority to Foreclosure: Updates and Recent Developments; Predatory Education: Getting Relief for Student Borrowers in For-Profit School Litigation; Private Student Loans: Trends and Troubles; Defending Foreclosure of RHS and VA Mortgages; and Payday Loans: Tribal, Bank and Traditional.

These topics are very relevant to attorneys in the Office of Enforcement and their case work. The conference will feature high-ranking policymakers from Congress and other federal agencies and conference sessions will be taught by top litigators from across the country and experts in consumer protection laws and policies. This conference also provides up to 16.9 CLE credits, which many Enforcement attorneys need to maintain their licenses.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.*

Market research was conducted on the Internet. This training was identified by attorneys within the Office of Enforcement as being suited to their specific training needs. Market research was conducted and this training conference was found to be unique in terms of subject matter.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.*

This is currently the only training of its kind being offered at this time, so there was no need to solicit offers from other vendors.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*

Not Applicable.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The cost of this training conference is fair and reasonable. The attendance fee of $525 per attendee is offered only to employees of the Federal government. For non-government attendees, the cost is $775. The attendance fee charged by the sponsoring entity is comparable to the fees charged for other similar trainings.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Name
Requiring Activity

10/9/13
Date

Digitally signed by VANESSA DEL TORO
DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=VANESSA DEL TORO, 0.9.2342.19200300.100.1.1=95581001647651
Date: 2013.10.30 14:07:37 -04'00'

Name
Contracting Officer

10/09/2013
Date

cfpb Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-12-P-00012

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of Enforcement.

2.0 *Employee training*: NCLC Consumer Rights Conference for Seven People, conducted at:

NCLC
Seattle, WA

Individual(s) attending: Gregory Nodler; Jeff Ehrlich; Erin Kelly
Genesee Stout; Mary Olson; William Corbett
Jesse Silverman
$467 each, total $3,269
10/15/12 – 10/28/12

3.0 Market research was performed. There are no other conferences similar in scope and content that match the skill requirements and on-going professional development needed.

4.0 The contemplated award price for the above training has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published by the course provider. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Originator's Signature (Assistant Director or Deputy) — Date

Name
Contracting Officer — 9-15-12 Date

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: **Jeanine Joiner**	(2) Estimated Cost: **$184,000**	(3) Requisition Number: **CFP-90100-13-0115**

(4) Description of Required Supplies or Services:
NCLC legal series of treatises is an essential set of consumer law legal treatises. Titles include: Truth in Lending, Mortgage Lending, Unfair and Deceptive Acts and Practices, Federal Deception Law, Consumer Bankruptcy Law and Practice, Fair Debt Collection, Foreclosures, Repossessions, Student Loan Law, Access to Utility Service, Fair Credit Reporting, Consumer Banking and Payments Law, Consumer Credit Regulation, Credit Discrimination, Collection Actions, Consumer Arbitration Agreements, Consumer Class Actions, Consumer Law Pleadings, and Automobile Fraud, plus upkeep service for four years. And free access to a companion website.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.
The National Consumer Law Center is the only responsible sources that can meet Consumer Financial Protection Bureau's needs for treatises addressing the specific consumer law subject areas libraries as listed:

Debtor Rights: Consumer Bankruptcy Law and Practice, Fair Debt Collection, Foreclosures, Repossessions, Student Loan Law, Access to Utility Service

Credit and Banking: Truth in Lending, Fair Credit Reporting, Mortgage Lending, Consumer Credit Regulation, Credit Discrimination, Consumer Banking and Payments Law

Consumer Litigation: Collection Actions, Consumer Class Actions, Consumer Law Pleadings, Consumer Arbitration Agreements and;

Deception and Warranties: Unfair and Deceptive Acts and Practices, Automobile Fraud, Consumer Warranty Law, Federal Deception

These books are the most comprehensive series covering Consumer Financial Laws. The titles within this series provide authoritative analysis of the subject matter area incorporating a combination of case law, changes to codes, forms, and statutes.

These treatises in addition to federal statutes cover all 50 states.

NCLC is only provider of these books that provide an upkeep service, which provides annual supplements and/or revised editions as part the up keep service.

The NCLC treatises are the most commonly used reference resources and are relied upon by practitioners in the field of consumer financial law.

The NCLC sells the individual books or the books can be purchased as a set of 18 books.

NCLC also provides free webinars, e-alerts, free webinars, e-alerts, eReports with web links to changes in the law and articles explaining practice implications of new key decisions and other developments, and continued access to companion website

The NCLC is the only source that provides access to the companion web site which provides:

the only compilation of all FTC staff interpretation letters, in a search format, summaries of repossession statutes in all 50 states

Full searchable text of CFPB's Regulation Z and interpretations

A searchable compilation of all Reg Z Federal Register notices since 1969

Computer software to calculate APRs including irregular or variable rate loans

Credit math and bankruptcy software

The only source for all FTC opinion letters on the FCRA (fully searchable)

Sample forms, pleadings complaints, discovery

Access to these comprehensive reference materials in from one source will enhance the work of the CFPB by promoting thoroughness and efficiency by the attorneys in all CFPB's of divisions and regional offices in their research of matters. Through market research we have determined that although the books can be purchased from other book resellers, the supplements and upkeep service are only available from NCLC. Therefore, it is in best interest of the Government to make one award to NCLC for the books and upkeep service.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
Barristerbooks.com does provide these books but does not ~~supply they do not~~ provide upkeep services and continuous access to the companion website. They do not sell supplements, ~~purchasers are unable to get the entire set at a 50% discount and do not provide free shipping~~. The books available are not comprehensive (inclusion of all the requirements as described in section 7 within one comprehensive resource.) Multiple titles from multiple publishers would be necessary to provide all of the information as described above.

Amazon.com does provide these books but does not supply they do not provide upkeep services and continuous access to the companion website. They do not sell supplements, ~~purchasers are unable to get the entire set at a 50% discount and do not provide free shipping.~~ The books available are not comprehensive (inclusion of all the requirements as described in section 7 within one comprehensive resource.) Multiple titles from multiple publishers would be necessary to provide all of the information as described above. Posted on FBO on 9/18. Closed on 9/23 with no responses.

Requisition Number: CFP-90100-13-0115

(9) Requisitioner's Signature and Title Jeanine Joiner Digitally signed by Jeanine Joiner DN: cn=Jeanine Joiner, o=CFPB, ou=Library Services, email=jeanine.joiner@cfpb.gov, c=US Date: 2013.09.17 22:02:29 -04'00'

Telephone No. 202-435-9520 Date 9/17/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-7253 Date 9/18/13
Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 9-18-2013
Small Business Specialist Signature Loretta Osuna Cotte
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 09/25/13

for
(11) BCPO Signature Tammie S Johnson Date 9/25/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $21,000.00	(3) Requisition Number: TBD

(4) Description of Required Supplies or Services:

This procurement is for 15 individuals to attend the Open Source Convention (OSCON) in Portland, Oregon from July 22-26, 2013.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

OSCON is a conference for open source developers and users to learn and discuss new open source development tools. The conference also has a focus on communities as well as the business side of open source development, such as product strategies and managing open source projects.

CFPB's custom development is open-source centric, as are a vast number of the technologies used within CFPB. CFPB's source code policy sites several benefits of open source software, from flexibility and ease of updating to cost savings versus proprietary software as reasons for procuring open-source software over proprietary software.

Attendance at OSCON will allow CFPB's developers to implement new products and changes to CFPB's software and websites (internal and external) by staying current with the latest open source programs, libraries and communities by continuing to build upon existing training and adding new core functions in program management. Participation during the interactive learning courses will allow CFPB to collaborate with over 3,000 open source developers, hackers, experts, vendors, and users at all levels

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted via internet searches and asking experts in the field of open source programming about the best open source conferences/trainings in the country. Open source programming

was sought out because it is one of the core tenants of CFPB's source code policy. Of the open source conferences surveyed, including Palmetto Open Source Software Conference (POSSCON) and OSCON, only OSCON offered interactive learning courses as opposed to only panel speakers and product demonstrations. Interactive learning courses allow the participants to learn valuable skills by doing, enabling participants to ask questions of the instructors and get immediate answers during the learning courses. While panel speakers are beneficial for an overview of a given topic, they do not allow participants to actively engage in active learning and gain as many technical skills from the training.

Requisition Number: TBD

(9) Requisitioner's Signature and Title John Braun [redacted] Telephone No. 202-435-9507 Date 6/5/2013
(10) I determine the circumstances of this acquisition deem only one source reasonably available: Contract Specialist Signature _____ Telephone No. 304-480-8553 Date 6/5/13 Contracting Officer's Signature _____ Telephone No. 304-480-8559 Date 6/6/2013 Small Business Specialist Signature _____ *(Review and Approval required if over $25,000)* Telephone No. _____ Date _____
for (11) BCPO Signature _____ Tammie S Johnson _____ Date 6/6/13

CFP-13-P-00002, Partnership for Public Service

Consumer Financial Protection Bureau

SUBJ: Limited Sources Justification, CFP-13-P-00002, Partnership for Public Service

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Human Capital.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* A fixed Price Purchase Order to Partnership for Public Service.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)* In accordance with FAR 13.106-1(b)(1)(i) Contracting officers may solicit from one source if the contracting officer determines that the circumstances of the contract action deem only one source reasonably available. In this case, the Partnership for Public Service is uniquely qualified to provide the Student Ambassador training, and support infrastructure needed to build a robust pipeline of high potential, entry level talent is core to CFPB's recruiting strategy. A critical component of this strategy is the use of on campus student ambassadors at target universities to promote interest in careers with the CFPB. The Partnership for Public Service's (PPS) Student Ambassadors is recognized as the best and most robust means by which to achieve this goal. PPS is a nonprofit, nonpartisan organization that works to revitalize our federal government by inspiring a new generation to serve and by transforming the way government works. The PPS program selects outstanding former interns at key recruiting targets to engage students, faculty, and university organizations to educate them about potential opportunities with the Bureau; answer questions regarding the sometimes challenging Federal hiring process; and serve as brand ambassadors for the Bureau specifically and the Federal government more broadly. PPS coordinates ambassadors as a cohort, and links them to a nationwide network of ambassadors at the 760 colleges and universities in their Call to Serve Network.

The PPS Student Ambassadors program is a proven asset to Federal hiring. During the 2010 school year, PPS ambassadors spent more than 2,500 hours on outreach to their peers on campus; interacted with more than 17,000 students on 28 campuses across the country; and generated over 490 student applications for federal internships or jobs as a direct result of their efforts. No other program offers such depth and breadth of access to relationships with prominent universities across the country. PPS has also developed a strong reputation for training and developing participants to ensure the Ambassador experience is positive for all

involved. Based on their past track record of success and in the absence of credible alternatives, CFPB has elected to participate in this year's Ambassador class.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* The PPS program is the largest, oldest, and only program of its kind. No other program provides Federal agencies with cohort of thoroughly vetted on campus ambassadors specifically trained and developed to promote the public service mission of the Federal government and its component agencies.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* A notice of intent to sole source was published in the GPO.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* NA

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The price will be determined fair and reasonable prior to issuance.

Contracting Officer

15 NOV 2012
Date

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:

DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS

Partnership for Public Service's Federal Student Ambassadors Program. This program will select ambassadors from pool of former CFPB interns; host an orientation and training; and provide ongoing monitoring, coaching and support.

REQUISITION NO. CFP-90500-13-0070	NAME(S) OF PROPOSED FSS SOURCE(S)
COST ESTIMATE $60,000	Partnership for Public Service - Federal Student Ambassadors Program

FEDERAL ACQUISITION REGULATION 8.405-6

(place "X" in appropriate box and complete rest of form)

X	**FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.** Building a robust pipeline of high potential, entry level talent is core to CFPB's recruiting strategy. A critical component of this strategy is the use of on campus student ambassadors at target universities to promote interest in careers with the CFPB. The Partnership for Public Service's (PPS) Student Ambassadors is recognized as the most robust means by which to achieve this goal. As a new agency, it is pivotal that we maintain brand awareness at targeted institutions. The Partnership's program allows the Bureau to build and maintain a pipeline o interested entry level candidates that can directed to internship and employment opportunities at the Bureau while also expanding our brand reach to areas previously inaccessible.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays.

JUSTIFICATION
A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. The Partnership for Public Service's Student Ambassador program is the largest and most established on campus ambassadorship program available. No other program provides Federal agencies with cohort of thoroughly vetted on campus ambassadors specifically trained and developed to promote the public service mission of the Federal government and its component agencies. This is the only program primarily populated by current and former Pathways Interns, giving CFPB an unparalleled avenue to evaluate their performance and competencies to represent the Bureau on campus. The PPS Student Ambassadors program is a proven asset to Federal hiring. During the 2010 school year, PPS ambassadors spent more than 2,500 hours on outreach to their peers on campus; interacted with more than 17,000 students on 28 campuses across the country; and generated over 490 student applications for federal internships or jobs as a direct result of their efforts. No other program offers such depth and breadth of access to relationships with prominent universities across the country. PPS has also developed a strong reputation for training and developing participants to ensure the Ambassador experience is positive for all involved. Based on their past track record of success with CFPB and with other government agencies (DOI, DOE) and in the absence of alternatives, CFPB has elected to participate in this year's Ambassador class.
B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest. Market research, through an analysis of like contractors under Category 874 of Mission Oriented Business Integrated Systems, indicated that while other organizations perform internship recruitment functions, none allows the flexibility provided by the Partnership for Public Service. The Partnership uses former CFPB interns throughout the fall and spring semesters at their respective universities. Other programs provide internship recruitment and support; however they lack the ambassador piece that the Federal Ambassador Program provides. The Hispanic Association of Colleges and Universities does provide and ambassador service similar to that of the Partnership, however the pool is limited to HACU interns who have served at the organization, rather than our entire intern population.
C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services. • CFPB will continue to perform market research to assess chances in support pool for this service • CFPB will incorporate new entities that provide similar services in its procurement decisions for FY2014
D. Statement that requirement does not result from a lack of planning or the expiration of funds. This statement demonstrates that this requirement did not result from a lack of planning and/or an expiration of funds.

Requisition Number: CFP-90500-13-0070

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)* David Uejio	*(Signature)*	*(Phone No.)* (202) 435-7140	*(Date)* 6/4/2013

SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Loretta Osuna Cotto	*(Signature)* Loretta Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 6/13/13

PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)*	*(Signature)* Sherri Dardee	*(Phone No.)* 304-480-7293	*(Date)* 6/11/13
CONTRACTING OFFICER *(Type or Print Name)* CAREY N. GROPP	*(Signature)*	*(Phone No.)* 304-480-8559	*(Date)* 6/7/2013
for BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)* Tammie S. Johnson	*(Signature)* Tammie S Johnson	*(Phone No.)* 304-480-7139	*(Date)* 6/11/13

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*

NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.

Consumer Financial Protection Bureau

JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Operations Division, Office of Security.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a contract to Pegasus Radio Corp, DBA the Federal Radio Service Corporation (Federal Radio),1202 Technology Drive Suite C, Aberdeen, Maryland 21001, for trunked radio services. The CFPB acquired 26 ICOM UHF trunked radios, airtime frequency, and maintenance from the Office of the Comptroller of the Currency (OCC) as a result of a contract transfer from the OCC to the Bureau when the CFPB established its headquarters at 1700 G Street, NW. This procurement action is a follow-on to OCC's two-year sole source purchase order for airtime and maintenance.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a continued need for airtime frequency and maintenance on these radios in support of emergency management and security operations. This procurement will cost approximately $10,218 per year, for a total of $20,436 for the base year and an option year, if exercised at the sole discretion of the Government.

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or*

Research Capability; or expert Services

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

Federal Radio operates the trunked radio service for federal government agencies and contractors. The firm operates wide band trunked radio service and the ICommWireless narrowband digital trunked radio service. Federal Radio, as the operator of the FEDSMR and I-Comm Wireless radio service, is only available source for the radio services. The firm is responsible for operating the ICommWireless system and protecting the proprietary technical parameters of the programming information. This information is protected to guard against unauthorized system intrusions and malicious disturbances for the protection of the federal government's vital communications, and to secure intellectual property.

The Department of Commerce's, National Telecommunications and Information Administration (NTIA) has been designated as the regulating agency for all federal spectrum use as specified in Executive Order 12472, Section 2 (c)(3) dated April 3, 1984. As the designee, NTIA, with advice from the Emergency Planning Subcommittee (EPS) and Spectrum Planning Subcommittee (SPS), reviews National Security and Emergency Planning (NSEP) spectrum dependent systems and assigns the appropriate telecommunications service priority for radio communications (TSP-R) (spectrum use priority) and system approval certifications to ensure system compliance, policies, allocations, regulations and technical standards (Federal, National, and International), to protect the Federal Continuity of Government critical emergency preparedness. The SPS Secretary maintains a list of NTIA approved trunking systems and their TSP-R information.

Radio frequency and telecommunications have specific interoperability and compatibility requirements that are regulated to provide a secure and survivable interagency telecommunications capability within the Department of Defense,

Department of Homeland Security, the White House, and state/local governments and their existing radio frequencies. NTIA has identified Pegasus Radio Corporation/Federal Radio as the only approved provider of trunked radio service to the Federal Government in the Washington, DC Metropolitan area.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

Market research was conducted, details of which are in the market research section of this document. This effort did not yield any additional potential sources who could meet the Government's requirements. There is no competition anticipated for this acquisition. This requirement will not be posted in FedizOpps, the Governmentwide Point of Entry (GPE), as it is less than $25,000.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

To determine historical pricing and complete a price analysis, the Contracting Officer reviewed the OCC contract file and found that the OCC was quoted and awarded a contract for radio airtime and maintenance contract on August 26, 2010 in the amount of $10,218 per year, for a total of $20,436 over two years, which OCC determined to be fair and reasonable. In July of 2012, Federal Radio quoted the CFPB $10,218 for FY12 – FY13 and $10,530 for FY13 – FY14 on July 22, 2012, for a total of $20,748 over two years.Based on the identical pricing information to other federal agencies, as evidenced by the pricing contained in the previous OCC contract, I determine that the anticipated cost to the Government will be fair and reasonable.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

This contract action is a follow-on to a sole source purchase order awarded by the OCC and subsequently transferred to the CFPB. The Contracting Officer performed market research in the Federal Procurement Data System (FPDS) and FedBizOpps (the Governmentwide Point of Entry) and found numerous contract awards and "Intent to Award a Sole Source Contract" notices to Federal Radio in FedBizOpps as late as March 2012, which evidences that Federal Radio is still the only source for trunked radio airtime and maintenance in the Washington, DC Metropolitan area.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* **None**

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

The Government will continue to conduct market research to find other possible sources in the marketplace to fulfill future trunked radio airtime and maintenance requirements.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

08/30/2012

Name: _____ 9-17-12
Date

Title: (Assistant Director or Deputy)

2.0 *PROCUREMENT STAFF*. To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Laurent E Picher 08/30/2012

Name Date

Contracting Officer (all actions)



JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Operations Division, Facilities.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a contract to Potomac Electric Power Company (PEPCO),701 9th Street, N.W.,Washington, DC 20068, for electricity and electricity distribution in accordance with 10 U.S.C. 2304(c)(1) or 41 U.S.C. 253(c)(1). PEPCO will distribute the electricity, generated by Constellation NewEnergy, Inc. through a GSA Areawide contract, to the CFPB HQ Headquarters Building. The CFPB has a long term lease of its headquarters building owned by the Office of the Comptroller of the Currency (OCC). Effective April 1, 2012, the CFPB acquired ownership of all contracts supporting the operation and maintenance of the building, inclulding the PEPCO electricity contract which provided electricity. This procurement action is a follow-on to OCC's one-year (FY12) sole source contract for electricity to run the buiding located at 1700 G Street, N.W.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a continued need for electricity to run the CFPB Headquarters building. This procurement will cost approximately $1,500,000 for one year. This estimate is based on historical data; however, the final costs of the electricity will depend on many variables (i.e. the number of CFPB employees housed in the building and external temperatures and the weather).

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

(Specifically, FAR 6.302-1(b)(3))

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

PEPCO, along with other energy providers, generate electricity for use by various federal agencies. However, as the owner of the underground cables that distribute electricity to the majority of the buildings in Washington DC, PEPCO is uniquely qualified because its underground cables must be used to distribute electricity. This is the case for the CFPB's facilities.

The OCC entered into a contractual agreement with PEPCO, to have Constellation NewEnergy, Inc. provide electricity to the OCC building through the General Services Administration (GSA) Areawide Contract , GS-00P-11-BSD-0822. This contractwas transferred to the CPFB effective April 1, 2012.

The use of a GSA areawide contract is appropriate for CFPB use when procuring utility services such as electricity. In accordance with FAR 41.204, "Any Federal agency having a requirement for utility services within an area covered by an areawide contract shall acquire services under that areawide contract unless, (i) Service is available from more than one supplier, or (ii) The head of the contracting activity or designee otherwise determines that use of the areawide contract is not advantageous to the Government."

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

In accordance with FAR 5.202(a)(5), the contracting officer is not required to transmit a notice to the GPE because the proposed action is for utility services other than telecommunication services and only one source is available.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The electricity for the CFPB Headquarters will be procured through a GSA Areawide contract with Constellation NewEnergy. As in its Multiple Award Schedule contracts, GSA uses the Federal Government's bulk purchasing power to obtain the best prices and GSA has already determined the prices awarded to be fair and reasonable. Further, to determine historical pricing and complete a price analysis, the Contracting Officer reviewed the OCC contract file along with previous OCC invoices and found the 6.11 cents per Kilowatt Hour on the CFPB's new PEPCO contract is the same rate used last fiscal year in the OCC's electricity contract. In addition, the PEPCO distribution charges remained the same as last fical year at 0.0079399, 0.0079402, and 0.0079400 for On-Peak, Int-Peak, and Off-Peak, respectively. Based on the identical pricing information to another federal agency, as evidenced by the pricing contained in the previous OCC contract, I determine that the anticipated cost to the Government will be fair and reasonable.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

In accordance with FAR 41.202 (a) and (b), the Contracting Officer conducted market research, performed acquisition planning in order to promote and provide for full and open competition, and the contracting officer considered as required in the FAR, in addition to alternative competitive sources, use of the (1) GSA areawide contracts (see 41.204), (2) Separate contracts (see 41.205), and (3) Interagency agreements (see 41.206).

Market research for this effort did not yield any additional potential sources who could meet the Government's requirements and the research revealed that a GSA areawide contract was available. A GSA areawide contract was used to procure the electricity; however, there is no competition anticipated for the distribution of the electricity.

While the electricity may be obtained from other providers, which was the case in this acquisition (Constellation NewEnergy), the distribution of the electricity can only be done through PEPCO, the sole proprietor of the cables.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* **None**

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

The Government will continue to conduct market research to find other possible sources in the marketplace to fulfill future electricity needs.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL*. All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

10/01/2012

Name: Date

Title: (Assistant Director or Deputy)

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Laurent E. Pichet 10/01/2012

Laurent E. Pichet Date
Contracting Officer (all actions)

10/01/2012

Joshua F. Galicki Date
Competition Advocate (actions over $650K - $12.5 million)



JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Operations Division, Facilities.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a contract to Potomac Electric Power Company (PEPCO),701 9th Street, N.W.,Washington, DC 20068, for electricity and electricity distribution in accordance with 10 U.S.C. 2304(c)(1) or 41 U.S.C. 253(c)(1). PEPCO will distribute the electricity, generated by Constellation NewEnergy, Inc. through a GSA Areawide contract, to the CFPB HQ Headquarters Building. The CFPB has a long term lease of its headquarters building owned by the Office of the Comptroller of the Currency (OCC). Effective April 1, 2012, the CFPB acquired ownership of all contracts supporting the operation and maintenance of the building, includling the PEPCO electricity contract which provided electricity. This procurement action is a follow-on to OCC's one-year (FY12) sole source contract for electricity to run the buiding located at 1700 G Street, N.W.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a continued need for electricity to run the CFPB Headquarters building. This procurement will cost approximately $1,500,000 for one year. This estimate is based on historical data; however, the final costs of the electricity will depend on many variables (i.e. the number of CFPB employees housed in the building and external temperatures and the weather).

4.0 *Statutory authority permitting other-than full and-open competition.*

☒ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

(Specifically, FAR 6.302-1(b)(3))

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☐ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

PEPCO, along with other energy providers, generate electricity for use by various federal agencies. However, as the owner of the underground cables that distribute electricity to the majority of the buildings in Washington DC, PEPCO is uniquely qualified because its underground cables must be used to distribute electricity. This is the case for the CFPB's facilities.

The OCC entered into a contractual agreement with PEPCO, to have Constellation NewEnergy, Inc. provide electricity to the OCC building through the General Services Administration (GSA) Areawide Contract , GS-00P-11-BSD-0822. This contractwas transferred to the CPFB effective April 1, 2012.

The use of a GSA areawide contract is appropriate for CFPB use when procuring utility services such as electricity. In accordance with FAR 41.204, "Any Federal agency having a requirement for utility services within an area covered by an areawide contract shall acquire services under that areawide contract unless, (i) Service is available from more than one supplier, or (ii) The head of the contracting activity or designee otherwise determines that use of the areawide contract is not advantageous to the Government."

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

In accordance with FAR 5.202(a)(5), the contracting officer is not required to transmit a notice to the GPE because the proposed action is for utility services other than telecommunication services and only one source is available.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The electricity for the CFPB Headquarters will be procured through a GSA Areawide contract with Constellation NewEnergy. As in its Multiple Award Schedule contracts, GSA uses the Federal Government's bulk purchasing power to obtain the best prices and GSA has already determined the prices awarded to be fair and reasonable. Further, to determine historical pricing and complete a price analysis, the Contracting Officer reviewed the OCC contract file along with previous OCC invoices and found the 6.11 cents per Kilowatt Hour on the CFPB's new PEPCO contract is the same rate used last fiscal year in the OCC's electricity contract. Based on the identical pricing information to another federal agency, as evidenced by the pricing contained in the previous OCC contract, I determine that the anticipated cost to the Government will be fair and reasonable.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

In accordance with FAR 41.202 (a) and (b), the Contracting Officer conducted market research, performed acquisition planning in order to promote and provide for full and open competition, and the contracting officer considered as required in the FAR, in addition to alternative competitive sources, use of the (1) GSA areawide contracts (see 41.204), (2) Separate contracts (see 41.205), and (3) Interagency agreements (see 41.206).

Market research for this effort did not yield any additional potential sources who could meet the Government's requirements and the research revealed that a GSA areawide contract was available. A GSA areawide contract was used to procure the electricity; however, there is no competition anticipated for the distribution of the electricity. While the electricity may be obtained from other providers, which was the case in this acquisition (Constellation NewEnergy), the distribution of the electricity can only be

done through PEPCO, the sole proprietor of the cables.

9.0 *Any other facts supporting the use of other than full and open competition*, such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.* **None**

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

The Government will continue to conduct market research to find other possible sources in the marketplace to fulfill future electricity needs.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

10/01/2013

Name: Larry Pauling
Title: Director of Facilities

Date

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Laurent E. Pichet — 10/01/2013

Laurent E. Pichet — Date
Contracting Officer (all actions)

Joshua F. Galicki — 10/01/2013

Joshua F. Galicki — Date
Competition Advocate (actions over $650K - $12.5 million)

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: 31,279	(3) Requisition Number: CFP-90100-13-0086

(4) Description of Required Supplies or Services:

Enterprise-level subscription to Law360

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Law360 is the only news source that provides the full spectrum of practice areas on a daily basis. Practice areas include appellate, banking, bankruptcy, class action, energy, government contracts, etc. This subscription is a unique product that is only offered by Law360. It covers every major litigation development in the U.S. federal district courts, every major lawsuit filed against the world's 2,000 top companies, every major opinion handed down in the U.S. federal courts, every major development in class actions and multidistrict litigation, etc. In addition, the subscription contains exclusive content not available through any other vendors. Specifically, it covers in-depth features about trends in every practice area, interviews with policy makers, corporate counsel and top lawyers, expert analysis, surveys of major litigation trends, and rankings of practice groups by size and market share. No other subscription provides the breadth and depth of this information.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Other subscriptions were reviewed via an internet search; however, none provides the depth and breadth of the Law360 subscription. West was reviewed; however does not provide Interviews with Policy Makers or Surveys of Litigation. Pacer was reviewed; however does not provide Interviews with Policy Makers, Surveys of Litigation, Expert Analysis, and the Litigations are on a pay per user basis. Although LexisNexis has acquired Law360, access to any and all Law 360 news is still solely dependent on the independent purchase of the subscription through Portfolio Media. The Law360 subscription features all requirements to include; Features from every multiply practice

areas; Interviews with Policy Makers; Expert Analysis; Surveys of Litigation; and Litigations.

Requisition Number: CFP-90100-13-0086

(9) Requisitioner's Signature and Title Jeanine Joiner
Telephone No. (202)435-9520 Date July 11, 2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-6889 Date 7/11/2013

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 7/11/2013

Small Business Specialist Signature Loretta J. Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 7/15/2013

for
(11) BCPO Signature Jeannie S. Johnson Date 7/22/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester:	(2) Estimated Cost:	(3) Requisition Number:
Ms. Maria Hart, CFPB	$5,900.00	CFP-90100-13-0009

(4) Description of Required Supplies or Services:

On-line Subscription to Law360 for access to 5 CFPB users.

(5) Authority Permitting a Sole Source Acquisition:

FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements __X__

Unusual and compelling urgency_

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Law360 is the only news source that provides the **full spectrum of practice areas** on a **daily** basis. Practice areas include appellate, banking, bankruptcy, class action, energy, government contracts, etc. This subscription is a unique product that is only offered by Law360. It covers every major litigation development in the U.S. federal district courts, every major lawsuit filed against the world's 2,000 top companies, every major opinion handed down in the U.S. federal courts, every major development in class actions and multidistrict litigation, etc. In addition, the subscription contains **exclusive content** not available through any other vendors. Specifically, it covers in-depth features about trends in every practice area, interviews with policy makers, corporate counsel and top lawyers, expert analysis, surveys of major litigation trends, and rankings of practice groups by size and market share. **No other subscription provides the breadth and depth of this information.**

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Other subscriptions were reviewed via an internet search; however, none provides the depth and breadth of the Law360 subscription. West was reviewed; however does not provide Interviews with Policy Makers or Surveys of Litigation. Pacer was reviewed; however does not provide Interviews with Policy Makers, Surveys of Litigation, Expert Analysis, and the Litigations are on a pay per user basis. The Law360 subscription features all requirements to include: Features from every multiply practice areas; Interviews with Policy Makers; Expert Analysis; Surveys of Litigation; and Litigations.

Requisition Number: TBD

(9) Requisitioner's Signature and Title [signature] MMG7 Analyst
Telephone No. (2)935-7337 Date 11-1-12

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Carey Nicole Gropp Digitally signed by Carey Nicole Gropp DN: cn=US, o=U.S. Government, ou=Department of the Treasury, ou=Bureau of the Public Debt, ou=People, [illegible] Date: 2012.10.29 14:22:41 -04'00'
Telephone No. _____ Date _____

Contracting Officer's Signature [signature]
Telephone No. 304-480-7213 Date 11/1/2012

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature [signature] Date 11-01-2012

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $15,000	(3) Requisition Number: CFP-90100-13-0061

(4) Description of Required Supplies or Services:

This procurement is for a custom designed export tool that will provide bulk downloads of court filings from Lexis' CourtLink database. (We currently have access to CourtLink, but our contract does not cover the custom export tool required to handle the necessary 300,000+ volume of court filings.) This request is in reference to the completion of the arbitration study mandated by Congress (Dodd Frank Wall Street Reform and Consumer Protection Act, Title X Section 1028(a) *Authority to Restrict Mandatory Pre-Dispute Arbitration.*)

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__ X __

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

To complete the Dodd Frank 1028 arbitration study, the Bureau must create a comprehensive inventory of consumer finance case filings. Market research shows that CourtLink is the only vendor capable of enabling that because it has significantly broader searchable filings coverage than competing alternatives. Although CourtLink itself is already procured, in order to download the 300,000 pleadings that it can identify we need CourtLink to create and enable a custom-designed export tool (costing $15,000) because the existing export tools available cannot handle that volume of data. Only CourtLink is able to create custom download tools from CourtLink.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was conducted by comparing the database features of four vendors: PACER, Westlaw, Bloomberg, and Lexis' CourtLink. PACER does not enable full text searching across case filings. Westlaw and Bloomberg do have searchable filings data, but their coverage is materially smaller than CourtLink. CourtLink has included into its searchable database far more filings than either of these competing alternatives; for example, Lexis has far broader state court filing coverage. Only CourtLink filings, therefore, meet requirements. And those results are downloadable only using a custom-export tool.
We did not conduct a market survey of custom download tools from CourtLink because that download functionality is proprietary to CourtLink. With CourtLink established as the only comprehensive filings

source, therefore, we can only obtain export functionality from CourtLink.

Requisition Number: **CFP-90100-13-0061**

(9) Requisitioner's Signature and Title Jeanine Joiner
Telephone No. 202.435.9520 Date 6/27/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-6889 Date 06/27/13

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 07/01/2013

Small Business Specialist Signature
(Review and Approval required if over $25,000)
Telephone No. Date

(11) BCPO Signature Acting Date 7/1/2013

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $31,199	(3) Requisition Number: CFP-90100-13-0087

(4) Description of Required Supplies or Services:

Clarks' The Law of Bank Deposits, Collections and Credit Cards ($518.00) provides guidance on legal issues involving bank deposits, collections, and credit cards.

Brady on Bank Checks: The Law of Bank Checks ($518) provides comprehensive commentary and guidance to bankers and practitioners concerned with the complexities of Uniform Commercial Code Articles 3, 4, and 4A as they relate to bank checks and funds transfers.

The Law of Electronic Fund Transfer Systems ($518.00) provides guidance on the latest business trends, technological innovations, laws, regulations, and cases involving electronic payment systems issues.

Compliance Guide to Payment Systems: Law and Regulation ($518.00) gives practical guidance on the rules about all types of payment systems.

Banking Law Journal ($410.00) covers every area of major interest to bankers and attorneys, with practical material for bank counsel use, articles of current importance by recognized experts, plus digests of important cases from every jurisdiction.

Pratt's Consumer Credit and Truth-in-Lending Compliance Report ($469.00) is a monthly newsletter that keeps subscribers current on the most recent court interpretations of federal laws and regulations related to consumer credit transactions.

Sheshunoff's Compliance Alert ($469.00) provides monthly reports on the very latest compliance requirements and deadlines, as well as expert guidance on how to meet them.

Sheshunoff's Truth-in-Lending Manual: Text & Forms by James H. Pannabecker ($518.00) is a comprehensive, practical guide to Truth-In-Lending, Regulation Z, and Regulation M compliance.

Compliance Examinations Update for Financial Institutions ($518.00) reports on institutions' liabilities for noncompliance and specifies what it takes to put the bank back in compliance.

Pratt's RESPA Manual: A Complete Guide to the Real Estate Settlement Procedures Act ($518) provides mortgage professionals with the insight and guidance they need to comply with RESPA on a daily basis.

Pratt's Mortgage Lending Compliance with Federal and State Guidance ($567.00) is the only resource that covers compliance with both state and federal laws and regulations.

Pratt's Letter ($338.00) is a weekly newsletter that provides expert insights into the implications of recent developments in financial regulations.

(5) Authority Permitting a Sole Source Acquisition:

FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products,*

or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

A.S. Pratt is the only responsible source that can meet CFPB's needs for products addressing these specific subject areas, such as RESPA, truth in lending, and mortgage lending. Input was solicited from 100 attorneys concerning the books most necessary to support the work of the office, and these books were nominated as the most thorough, comprehensive, and well-respected on their subject matter by attorneys with many years of experience working for the FDIC, the Federal Reserve, and the Office of Thrift Supervision. Access to these in-depth and authoritative references will enhance the work of the CFPB by promoting thoroughness and efficiency by Enforcement attorneys in their research, investigation, and prosecution of matters.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

The CFPB has conducted extensive internet searches and searches of resources available through other legal publishers to determine if any comparable resources exist; they do not. For example, BarristerBooks.com, a leading online legal bookseller, has no books available on RESPA, electronic fund transfers, truth in lending, or banking/lending compliance. Nor are such books available through general booksellers like Amazon.com.

This requirement is for the purchase of updates to the above resources in which CFPB previously purchased. Market research verified that A.S. Pratt are the only provider of these updates.

Requisition Number: CFP-90100-13-0087

(9) Requisitioner's Signature and Title Jeanine Joiner Digitally signed by Jeanine Joiner DN: cn=Jeanine Joiner, o=CFPB, ou=Library Services, email=jeanine.joiner@cfpb.gov, c=US Date: 2013.08.26 20:53:43 -04'00'

Telephone No. (202)435-9520 Date 8/26/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Brandon D Summerville
Telephone No. 304-480-6889 Date 8/27/2013

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 8/28/2013

Small Business Specialist Signature Loretta Osuna Cotte
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 8/28/13

(11) BCPO Signature _____ Date_____

ok to post tj 8/29/13

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS CFPB requires: 1.) A self-paced, web-based language learning program taught at multiple fluency levels, 2.) Transferable licenses, 3.) 24/7 access, 4.)French and Spanish (critical), 5.) Speech and pronunciation focus, 6.) No live interaction requirements, 7.) Standardized training levels, 8.) Created by professionals (not reliant on crowd sourcing, and 9.) A standardized method of learning comprehension evaluation.	
REQUISITION NO. CFP-90100-0050	NAME(S) OF PROPOSED FSS SOURCE(S) Rosetta Stone
COST ESTIMATE $45,342	

	FEDERAL ACQUISITION REGULATION 8.405-6
	(place "X" in appropriate box and complete rest of form)
	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work. Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
X	**FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.** In accordance with FAR 11.105(a)(1), Explain why the brand name item is essential for the acquisition by identifying which feature(s) is essential to meet the Government's requirements and the market research which indicates what other similar items were identified and what feature(s) it lacks or that cannot be modified to meet the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

The chart below reflects the requirements sought by CFPB as it relates to our market research. (Red highlights indicate that product does not meet the requirement.)

	Language Learning Products						
Requirements	Duo Lingo	Live Mocha	Verb - ling	Rosetta Stone	Transparent	WLC	Berlitz
Unlimited access / 24/7 access	X			X	X		
Web-based	X	X	X	X	X		
Self-paced	X			X	X		
Spanish	x	X	X	X	X	X	X
French	X	X	X	X	X	X	X
Transferable licenses				X			
Primary learning model: immersion		X		X			
Speech and pronunciation focus		X		X			X
Not virtual classroom / does not require live interactions	X			X	X		
Standardized training levels				X	X	X	X
Professional-expertise				X	X	X	X
Standardized Evaluation of Learning Comprehension				X	X	X	X

CFPB employees are in contact with a wide variety of American consumers, many of which are non-native English speakers. In order to effectively communicate and implement CFPB's mission it is critical to have an understanding of the language.

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

In addition to a search conducted through www.Gsaadvantage.gov, an internet search was also conducted.

A solicitation was posted to GSA's eBuy for five (5) business days. The solicitation resulted in only one quote from a vendor, Rosetta Stone Ltd. bdb 5/21/13

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

CFPB will continually search for other vendors capable of meeting the requirements and will ensure competition on any subsequent acquisitions if such a vendor is identified.

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

The requirement is part of the foundational acquisition program for the establishment of the CFPB library. We are in the second quarter of fiscal year 13 and are not in danger of expiration of funding. This requirement is a planned acquisition for the library's eResource collection development program.

Requisition Number: CFP-90100-0050

REQUESTING OFFICE CERTIFICATION

I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.

REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)*	*(Signature)*	*(Phone No.)*	*(Date)*
Jeanine Joiner Library	Jeanine Joiner Digitally signed by Jeanine Joiner DN: cn=Jeanine Joiner, o=CFPB, ou=Library Services, email=jeanine.joiner@cfpb.gov, c=US Date: 2013.05.08 12:14:34 -04'00'	202.435.9520	5/8/2013

SMALL BUSINESS CERTIFICATION

I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.

SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))*	*(Signature)*	*(Phone No.)*	*(Date)*
Loretta Osuna Cotto	Loretta Osuna Cotto	304-480-8717	05/09/13

PROCUREMENT OFFICE CERTIFICATION

I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.

CONTRACT SPECIALIST *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Brandon D. Burnworth	Brandon D. Burnworth	304-480-6889	05/09/13
CONTRACTING OFFICER *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Carey N. Gropp	Carey N. Gropp	304-480-8559	05/09/13
for BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Tammie S. Johnson	Tammie S. Johnson	304-480-7139	5/21/13

ok to post tj 5/13/13

ADDITIONAL APPROVALS

OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* / *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* / *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* / *(Date)*

NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.

- Rosetta Stone Enterprise Version 3 COURSe Online Subscription

Rosetta Stone Company Differentiators

- *Rosetta Stone Founded in 1992*
- *Public company with sustained record of success and compliance*
- *Rosetta Stone's servers and systems are Safe Harbor-certified and PCI-compliant and our AT&T data centers have passed SAS 70 Type II audits."
- Proven Rosetta Stone effectiveness in independent language learning study (sample attached, additional studies available by request)
- Delivered the world's largest online language portal – Army 1.4 million learners – Won 6 consecutive open bid contracts
- Delivered the world's second largest online language portal – USMC 220 thousand learners – Won 3 consecutive open bid contracts

*Rosetta Stone Program Differentiators**:*

Rosetta Stone Enterprise Version 3 COURSe Online Subscription

· Proprietary self paced language learning software programs
· Developed and taught completely via an immersion which accelerates language learning acquisition and promotes long-term retention
· 31 total languages including 6 Military language learning programs (Urdu, MSA, Iraqi Arabic, Dari, Pashto, Indonesian).
· *Unlimited** access to Rosetta COURSe*

· Customizable curriculum that allows each learner to work and focus on the content most applicable for his/her proficiency level

· Speech practice and pronunciation is a main focus of the program (not a sideline)

· *Proprietary speech engine specifically designed for language learning *that leverages thousands of recorded voices to analyze learner pronunciation and provide real-time feedback.
o Our core speech recognition technology is based on Hidden Markov Models (HMMs). Key features are
§ Active monitoring and cancelation of background noise while listening
§ Adaption of the speech models to the voice of the learner as the product is used – enables the engine to hear what the user is saying despite their accents in a learning a language
§ Native pronunciation scoring on top of non-native "listening"
§ The speech technology embedded in the product has the ability to slow down the native speaker's voice; align the spoken words to text using our speech technology to show highlighting of words on the screen. All of these features are built into the product to enable TSA employees to benefit from the state of the art technology and enjoy a learning experience that will drive language learning retention and confidence in one's speaking ability in the new language.
· 20 Milestones – First person real world scenario activity where the learner must complete solely by speaking for real world speaking practice.
· Audio Companion (via CD or MP3 players) is available for on-the-go reinforcement

· Mobile learning tools via iPad, IPhone or Android devices

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $4,835.00	(3) Requisition Number: CFP-20400-13-0037

(4) Description of Required Supplies or Services:

This procurement is for the Sansfire 2013 Virtualization and Private Cloud Security training to be held in Washington, DC from June 14, 2013 through June 22, 2013. The course will enhance the capabilities of attendees to perform audits and risk assessments within a virtual or private cloud; evaluate virtual firewalls, intrusion detection and prevention systems; evaluate security for private cloud environments; and other functions related to cloud security.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB utilizes private cloud storage via Amazon Web Services (AWS) to house much of its data. Protecting this environment from cyberattacks and breaches is critical to the CFPB's mission. This training will enhance the skills and professional development of Mr. Schwartz in the area of private cloud security, which is a core capability, needed to support the CFPB Cybersecurity team.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Market research was done by conducting an internet search and speaking with industry professionals for training in virtualization and private cloud security in the Washington, DC metro area. Market research focused on this area because of its close proximity to CFPB Headquarters, where Mr. Schwartz is based. This was done in order to find a location within driving/commuting distance to as to reduce the travel expenses that would be incurred at locations outside of this area. Of the courses surveyed, no other trainings in the area offered training with this level of focus on private cloud security.

Requisition Number: CFP-20400-13-0037

(9) Requisitioner's Signature and Title John Braun
Telephone No. 202-435-9507 Date 6/04/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature
Telephone No. 304-480-6889 Date 6/04/2013

Contracting Officer's Signature
Telephone No. 304-480-8559 Date 6/04/2013

Small Business Specialist Signature
(Review and Approval required if over $25,000)
Telephone No. Date

for
(11) BCPO Signature Date 6/4/13

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester:	(2) Estimated Cost:	(3) Requisition Number:
John Braun	$5,000 ($20,000 with OY)	CFP-90300-13-0120

(4) Description of Required Supplies or Services:

SauceLabs remote testing services.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements X

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB's public-facing website is viewed from desktop computers as well as mobile devices such as smartphones and tablets. To effectively reach consumers, CFPB's website must be accessible to consumers via all web browsers and mobile devices. SauceLabs is a webservice that allows for testing of multiple web browsers and mobile devices prior to deployment on a platform. SauceLabs allows test engineers to run repeatable tests against a variety of web browsers and operating systems. The webservice also allows testers to evaluate cellular connectivity speeds, touch screen interactions, and run HMTL prototypes during development, and review visual design during the development phase. This type of testing is needed to ensure the website functions properly and is accessible to as many US consumers as possible.

SauceLabs testing is the only source which provides this consolidated testing service. SauceLabs is the only vendor that maintains online virtual machines with the Windows, Mac iOS and Linux operating systems; web browsers (Internet Explorer, Firefox, Chrome, Safari, etc.); and mobile devices (Android, iPhone, iPad) available as a service to test engineers. Duplicating a test environment with this variety of environments on actual machines would require the Government to procure computers and mobile devices individually and install these environments on each of them. Additionally, the Government would need to observe and reset the cache on each machines every time a test was run, resulting in a very high administrative cost.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Requisition Number: ____ **CFP-90300-13-0120** ____

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Research was conducted in the form of internet searches and a review of GSA Schedules and NASA's SEWP IV GWAC. There was one non-US company that provided competing services to SauceLabs. This company is called TestingBot (http://testingbot.com/). They are owned and operated by a **non-US organization** in Belgium:

TestingBot
Ruitersweg 66
8520 Kuurne
Belgium
+32.473.442466
VAT. BE 0842.864.474

Though the services are similar, they do not meet CFPB needs. Whereas SauceLabs offers support for Windows XP/7/8 TestingBot offers Windows 2008 ***similar to*** Windows 7 and Windows 2012 ***similar to*** Windows 8. SauceLabs provides vendor-supported reporting, statistics, trends,and an API, whereas TestingBot offers a raw API and community-supported plugins. SauceLabs offers debugging breakpoint allowing testers to interact directly with a virtual machine while a test is running, whereas TestingBot does not have this feature. SauceLabs provides detailed profiling for Chrome browser testing and JavaScript console logging, whereas TestingBot does not offer this feature.

(9) Requisitioner's Signature and Title John Braun
Telephone No. 202-435-9507 Date 9/4/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8743 Date 9/4/13
Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 9/4/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

FOR
(11) BCPO Signature Tammie S. Johnson Date 9/4/13

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS SecureAuth licenses and virtual appliance.	
REQUISITION NO. CFP-90300-13-0106	NAME(S) OF PROPOSED FSS SOURCE(S) GSA
COST ESTIMATE $36,000	

	FEDERAL ACQUISITION REGULATION 8.405-6 *(place "X" in appropriate box and complete rest of form)*
	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work. Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
X	**FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.** In accordance with FAR 11.105(a)(1), Explain why the brand name item is essential for the acquisition by identifying which feature(s) is essential to meet the Government's requirements and the market research which indicates what other similar items were identified and what feature(s) it lacks or that cannot be modified to meet the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

To date, the Department of the Treasury, Departmental Offices (DO) has provided and supported the network operations and infrastructures necessary to stand up the Consumer Financial Protection Bureau (CFPB). As an independent Agency, the CFPB is tasked to migrate and transition these services to a CFPB managed environment. As part of the CFPB's transition efforts, the Bureau is setting up a web access management (WAM) platform that provides single sign on (SSO), a centralized point of authentication for web applications, fine-grained auditing and logging features, and multi-factor authentication. For maximum flexibility in the evolving CFPB enterprise, the additional factors required include the ability to use SMS/Text one time password, X.509 certificates, Personal Identity Verification (PIV) cards, and other capabilities. For the most effective and efficient deployment to meet the Infrastructure Independence timeframes, the WAM solution must be agentless, interoperable with the existing SecureAuth IdP WAM solution, delivered as a complete, packaged appliance (both physical and virtual) and not be solely provided as a software-as-a-service (SaaS) delivery model. SecureAuth is the only brand that meets the Government's requirements because of its seamless integration with CFPB's current WAM environment, interoperability, maintainability and security management, and delivery as a complete packaged appliance. Any changes in brand will require significant re-work to establish new WAM designs, and change deployment and integration plans which would result in unacceptable delays in fulfilling the agency's requirements.

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

While there may be other similar products on the market, they do not meet the requirements identified in the paragraph above especially as it relates to interoperability and seamless integration with CFPB's current WAM environment. SecureAuth has been identified as the only vendor that meets the CFPB's needs. All requested SecureAuth products are listed on GSA schedule via the GSA Advantage! Website, which provides for fair and reasonable pricing and a responsible source for this procurement.

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

After successful migration to its own network environment, CFPB will reevaluate its WAM needs to determine if other solutions are available

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

This requirement does not result from a lack of planning or expiration of funds.

Requisition Number: CFP-90300-13-0106

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)*	*(Signature)* NELLISHA RAMDASS	*(Phone No.)*	*(Date)*
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Loretta Osuna Cotto, SBS	*(Signature)* Loretta Osuna Cotto	*(Phone No.)* 304-480-8717	*(Date)* 09/03/2013
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)* Brandon D. Burnworth	*(Signature)* Brandon D Burnworth	*(Phone No.)* 304-480-6889	*(Date)* 8/30/2013
CONTRACTING OFFICER *(Type or Print Name)* Lisa R. Stanley	*(Signature)* Lisa R. Stanley	*(Phone No.)* 304-480-7213	*(Date)* 8/30/2013
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				



JUSTIFICATION AND APPROVAL FOR
OTHER-THAN FULL-AND-OPEN COMPETITION

A. JUSTIFICATION.

1.0 *Agency and Office Name*: Consumer Financial Protection Bureau (CFPB), 1700 G Street, NW, Washington, DC 20052, Operations Division, Facilities Office.

2.0 *Nature and/or description of the action being approved.*

This procurement action will result in the award of a contract to an AbilityOne nonprofit agency, Service Disabled Veterans Business Association, for custodial services for the CFPB offices located at 1625 Eye Street, NW. This procurement action is a follow-on and longer term acquisition to the one-month purchase order issued last month to the Service Disabled Veterans Business Association.

3.0 *Description of Requirement (including the estimated value).*

The CFPB has a continued need for custodial services for 1625 Eye Street, specifically to clean the first floor Men's and Women's locker rooms, the kitchen areas, pantries and lunchrooms on the third and fourth floors. This procurement will cost approximately $20,412.45 for the base period, $22,516.39 for the first option period and $3,787.06 for the second option period, for a total of $46,715.90, for the base period and option years, if exercised at the sole discretion of the Government.

4.0 *Statutory authority permitting other-than full and-open competition.*

☐ FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services will Satisfy Agency Requirements* (includes brand name, and exclusive licensing agreements or proprietary information)

☐ FAR 6.302-2, *Unusual and Compelling Urgency*

☐ FAR 6.302-3, *Industrial Mobilization; Engineering, Developmental, or Research Capability; or expert Services*

☐ FAR 6.302-4, *International Agreement*

☒ FAR 6.302-5, *Authorized or Required by Statute*

☐ FAR 6.302-6, *National Security*

☐ FAR 6.302-7, *Public Interest*

5.0 *Demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.*

This will not be a full and open competition IAW FAR Parts 8.002 and 8.704, Purchase Priorities, which states that "(a) The Javits-Wagner-O'Day Act requires the Government to purchase supplies or services on the Procurement List, at prices established by the Committee, from AbilityOne participating nonprofit agencies if they are available within the period required." The selected vendor, Service Disabled Veterans Business Association, is one of the participating nonprofit agencies in the AbilityOne Program.

6.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies.*

There were no efforts made to solicit since the services are being procured through a mandatory source. However, the requirement was published in the Federal Register for 30 days and by the Committee for Purchase From People Who are Blind of Severely Disabled opened to public comments before this requirement was removed from the public marketplace and added to the Procurement List.

7.0 *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.*

The costs to the Government are determined to be fair and reasonable. In accordance with FAR Subpart 15.404-1, "Proposal Analysis Techniques", the Contracting Officer used FAR Subpart 15.404-1 (2)(ii), "Comparison of the proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items" to determine price reasonableness. The prices proposed by the Service Disabled Veterans Business Association were compared to historical prices for

cleaning the same areas of the building. The prices proposed were $20 lower per month than the previous contract awarded prices.

8.0 *A description of the market research conducted (see Part 10) and the results or a statement of the reason market research was not conducted.*

Market research was not conducted since CFPB is purchasing through a required source. Only a posting and comment period on the Federal Register was performed by the Committee.

9.0 *Any other facts supporting the use of other than full and open competition,* such as:

9.1 *Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.* **N/A**

9.2 *When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.* **N/A**

9.3 *When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.* **N/A**

10.0 *A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.*

None

11.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.*

These services are procured through a mandatory source IAW FAR Subparts 8.002 and 8.7 and do not require competition.

B. APPROVAL.

1.0 *TECHNICAL/REQUIREMENTS PERSONNEL.* All supporting data that is the responsibility of technical or requirements personnel, and which form a basis for the justification, have been certified as complete and accurate by the technical or requirements personnel.

Name: Bradley Hicks
Title: (Assistant Director or Deputy)

May 31, 2013
Date

2.0 *PROCUREMENT STAFF.* To the best of my knowledge and belief, I certify that this justification is accurate and complete.

Laurent E. Pichet
Contracting Officer (all actions)

5/31/13
Date

TDF 76-01.6 (11/95)
Prescribed by DTAR part 1006
(Previous Edition Obsolete)

DEPARTMENT OF THE TREASURY

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION (JOFOC)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use other than full and open competition for the acquisition of the following supplies or services. If this acquisition is to be made with only one source or a limited number of sources, negotiations will be conducted with the indicated proposed supplier(s):

1. DESCRIPTION OF SUPPLIES OR SERVICES

Continuation of management of the Consumer Financial Protection Bureau (CFPB)'s Amazon Web Services (AWS) cloud storage and Terremark's data storage and colocation services.

2. REQUISITION NO.	4. NAME(S) OF PROPOSED SOURCE(S)
	Smartronix,Inc.
3. COST ESTIMATE $2,909,590.39	

REQUESTING OFFICE CERTIFICATION

I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for other than full and open competition.

5. REQUESTING OFFICE REPRESENTATIVE (Name & Title)	(Signature)	(Phone No.)	(Date)
John Braun	John Braun	202-435-9507	

SMALL BUSINESS CERTIFICATION

6. SMALL BUSINESS SPECIALIST (Name & Title)	(Signature)	(Phone No.)	(Date)
Loretta Osuna Cotto	Loretta Osuna Cotto	304-480-8717	6/5/13

PROCUREMENT OFFICE CERTIFICATION

▶ This requirement ☒ will ☐ will not provide for a bridge contract.

I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.

7. ASSIGNED CONTRACTING OFFICER (Name)	(Signature)	(Phone No.)	(Date)
Carey N Gropp		304-480-8559	29 May 2013
Tammie S. Johnson for BCPO	Tammie S Johnson	304-480-7139	6/4/13

Before requesting this procurement, state one statutory authority for this procurement to be conducted under "other than full and open competition" procedures. Provide narrative justification associated with the respective stated authority in block number 15.

THE COMPETITION IN CONTRACTING ACT OF 1984 (P.L., 98-369)

☒ 41 USC 253(c)(1) - *Only one responsible source*

(8) This authority shall be used in preference to Public Interest justification. It shall not be used when any of the other circumstances is applicable. (Explain what makes this contractor the only responsible source: i.e., Does this proposed contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.)

☐ 41 USC 253(c)(2) -*Unusual and compelling urgency*

(9) This authority applies in those situations where (1) an unusual and compelling urgency precludes full and open competition, and (2) delay in award of contract would result in serious injury, financial or other, to the Government. (Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless it limited the number of sources. Solicitation from as many potential sources as is practicable under the circumstances is required.)

☐ 41 USC 253(c)(3) - *Industrial mobilization; engineering, developmental, or research capability; or expert services*

(10) This authority applies when it is necessary to award the contract to a particular source or sources in order (1) to maintain a facility, producer, manufacturer, or other supplier available for furnishing supplies or services in case of a national emergency or to achieve industrial mobilization, or (2) to establish or maintain an essential engineering, research, or development capability to be provided by an educational or other nonprofit institution or a federally funded research and development center, or (3) to acquire the services of an expert for any current or anticipated litigation or dispute. (Does the proposed contractor have facilities and equipment that are vital in the event of a national emergency? Is the proposed contract to maintain properly balanced sources of supply for meeting the requirements of acquisition of programs in the interest of industrial mobilization? Is the proposed contract to create or maintain the required domestic capability for production of critical supplies by limiting competition to items manufactured in the United States or the United States and Canada?)

☐ 41 US 253(c)(4) -*International agreement*

(11) This authority may be used when the acquisition is to be reimbursed by a foreign country that requires the product to be obtained from a particular firm as specified in official written direction such as a Letter of Offer and Acceptance; or, when services are to be performed, or supplies are to be used in the sovereign territory of another country and the terms of a treaty or agreement specify or limit the sources to be solicited. (Cite the international agreement or treaty between the United States and the foreign government or international organization that precludes full and open competition. Provide the written-directions of the foreign government reimbursing the agency for the cost of the acquisition, which precludes full and open competition.)

☐ 41 US 253(c)(5) - *Authorized or required by statute*

(12) This authority may be used when a statute expressly authorizes that the acquisition be made through another agency or from a specified source. (Cite the authority that expressly authorizes that the acquisition be made through another agency or from a specified source, and attach a copy of the statute.) Note: While this statutory exception includes the small disadvantaged business 8(a) set-aside program, a JOFOC is not required for this type of procurement.

☐ 41 USC 253(c)(6) - *National Security*

(13) This authority may be used for any acquisition when disclosure of the Government's needs would compromise national security. It shall not be used merely because the acquisition is classified, or merely because access to classified matter will be necessary to submit a proposal or to perform the contract. (Explain why the disclosure of the Government's needs would compromise the national security or violate security requirements.)

☐ 41 USC 253(c)(7) - *Public Interest*

(14) This authority may be used when none of the other authorities above apply. Individual justification, Secretarial approval, and Congressional notification 30 days before award of contract are required.

15. JUSTIFICATION (Attach additional pages if needed)

(A) DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED.

Smartronix, Inc. (Smartronix) was awarded contract TPD-CFP-11-K-00005 on January 5, 2011 to serve as the systems integrator for CFPB's Cloud Infrastructure and provide system administration support services. Two key elements of CFPB's cloud infrastructure are Amazon Web Services (AWS) which provides cloud storage and Terremark which provides data storage and colocation services. Both of these accounts are vital to supporting the Bureau's day-to-day technology operations, and have a Federal Information Security Management Act (FISMA) Moderate Authority to Operate (ATO), the security level required for all I hosting environments hosting CFPB data. Currently, Smartronix owns and manages these two accounts on behalf of CFPB. CFPB's division of Technology and Innovation (T&I) has matured with sufficient Government staff on-hand to take over the management of these accounts. As a result of this increased capability, CFPB has made the decision to transition these accounts to the internal Government staff. To accomplish this, it is the intent of the CFPB to procure these accounts from qualified third party resellers. Market research indicates a significant number of qualified resellers with the ability to provide these offerings. However, AWS and Terremark are available on frequently used Government Wide Acquisition Contracts (GWACs) such as NASA SEWP and the National Institutes of Health Technology Acquisition and Assessment Center (NITAAC)'s ECS III. The CFPB intends to leverage these contract vehicles for streamlining purposes in order to procure both accounts from the same reseller.

The purpose of this JOFOC is to fund a bridge contract for a maximum period of performance of five months. This will allow for continued performance by the vendor while CFPB completes the follow-on procurement. Smartronix is the only responsible source from which to procure management of CFPB's AWS and Terremark environments because Smartronix currently owns and manages these accounts. CFPB cannot transition the data out of AWS and Terremark to other cloud environments because no other comparable cloud or data storage environments have been given a FISMA Moderate ATO from CFPB. It is estimated it would take an additional five months to procure comparable environments and an additional nine months for those environments to be granted a FISMA Moderate ATO by CFPB. The 9 month period is not being included in the "bridge" contract. An interruption in services to either AWS or Terremark would result in a cessation of all CFPB IT functions and its public-facing website. The period of performance requested is the minimum amount of time necessary for CFPB to complete a follow-on procurement and allow for a transition of management of the AWS and Terremark accounts from Smartronix to CFPB. CFPB has neither the physical servers nor the real estate to transfer and temporarily house its data from AWS and Terremark. Additionally, the cost of procuring such assets would be duplicative of the cost to procure suitable cloud and data storage environments.

See below for additional information in regards to block 15(A).

(B) DESCRIBE THE EFFORTS TAKEN TO ENSURE OFFERS WERE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE, INCLUDING WHETHER A COMMERCE BUSINESS DAILY (EPS) NOTICE WAS OR WILL BE PUBLISHED AS REQUIRED BY SUBPART 5.2 AND, IF NOT, WHICH EXCEPTION UNDER 5.202 APPLIES.

It is the intent of the CFPB to procure these accounts from qualified third party resellers. Market research indicates a significant number of qualified resellers with the ability to provide these offerings. However, AWS and Terremark are available on frequently used Government Wide Acquisition Contracts (GWACs) such as NASA SEWP and the National Institutes of Health Technology Acquisition and Assessment Center (NITAAC)'s ECS III. The CFPB intends to leverage these contract vehicles for streamlining purposes in order to procure both accounts from the same reseller.

(C) DEMONSTRATION THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE REASONABLE.

The estimated maximum value of this "bridge" contract is based on previous invoices from Smartronix for these services. Smartronix provided the highest rated technical proposal with the lowest evaluated price.

(D) DESCRIBE THE MARKET SURVEY THAT WAS CONDUCTED AND THE RESULTS OF THAT SURVEY, IF ACTIONS WERE TAKEN BY PROCUREMENT PERSONNEL TO SUPPORT THIS REQUIREMENT SUCH AS A CBD SOURCES SOUGHT SYNOPSIS, PLEASE SPECIFY.

CFPB contacted several Blanket Purchase Agreement (BPA) holders of GSA's Infrastructure as a Service (IaaS) BPAs. Of the thirteen vendors contacted, only one was an authorized reseller of AWS, and it did not offer Terremark through this contract vehicle.

Through the market research process, CFPB learned that it could procure AWS directly through Amazon via an Enterprise Licensing Agreement, or through qualified resellers on NASA SEWP IV and the NITAAC's ECS III GWAC. CFPB learned through market research that it will be able to acquire Terremark in a similar manner.

(E) DESCRIBE ANY OTHER DOCUMENTATION TO SUPPORT THE JOFOC.

N/A

(F) LIST SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION.

N/A

15. JUSTIFICATION CONTINUED (Attach additional pages if needed)

(G). LIST THE ACTIONS THE BUREAU WILL TAKE TO PROMOTE COMPETITION ON ANY SUBSEQUENT ACQUISITIONS FOR SUPPLIES OR SERVICES.

CFPB will compete the procurement for AWS and Terremark through authorized resellers. Any need for additional contractor support services will be competed to the maximum extent practicable.

(H) STATEMENT THAT REQUIREMENT DOES NOT RESULT FROM A LACK OF PLANNING OR THE EXPIRATION OF FUNDS.

The requirement does not result from a lack of planning or expiration of funds.

16. COMPETITION REVIEW BOARD RECOMMENDATION (OPTIONAL)			
☐ APPROVE ☐ DISAPPROVE			
(Name & Title)	(Signature)	(Phone No.)	(Date)
(Name & Title)	(Signature)	(Phone No.)	(Date)
(Name & Title)	(Signature)	(Phone No.)	(Date)

ADDITIONAL APPROVALS

OVER $500,000	17. BUREAU COMPETITION ADVOCATE *(Name & Title)* Denise Nelson Bureau Competition Advocate	☒ APPROVE ☐ DISAPPROVE	*(Signature)* Denise Nelson	*(Phone No.)* 304-480-8402 *(Date)* 06/04/13
OVER $10 MILLION	18. BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Name & Title)*	☐ APPROVE ☐ DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50 MILLION	19. SENIOR PROCUREMENT EXECUTIVE *(Name & Title)*	☐ APPROVE ☐ DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*

NOTE: Each review must be preceded by lower level approval(s), e.g., over $50 million all approvals are required. IN NO CASE WILL AN INDIVIDUAL SIGN MORE THAN ONE APPROVAL LEVEL.

Additional information in regards to block 15(A):

41 U.S.C. 253(c)(1) - Only one responsible source is checked above; however, this action is being completed within the authority of the GSA Alliant GWAC which states that all contract holders be provided a fair opportunity to be considered for all order in accordance with FAR 16.505, unless an exception to fair opportunity in FAR 16.505(b)(2)(i) - (iv) applies. An exception to fair opportunity applies to this order in accordance with FAR 16.505(b)(2)(i)(C) which states the order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

INSTRUCTIONS FOR COMPLETING FORM

Block No.
5 Requesting Office Representative
6 Small Business Specialist
7 Assigned Contracting Officer
16 Competition Review Board (optional)
17 Bureau Competition Advocate (over $500,000)
18 Bureau Head or Designee (over $10 Million)
19 Senior procurement Executive (over $50 Million)

GUIDANCE ON COMPLETING CERTAIN BLOCKS

3 The cost estimate shall include all options/system life costs (as applicable).

4 Be sure to include more than one source as a proposed contractor, unless you are citing 41 USC 253(c)(1). For example, if the procurement is based on unusual and compelling urgency, you must still solicit from as many potential sources as is practicable unless the justification for urgency contains detailed documentation to show that it is not practicable under the circumstances to solicit additional sources (see FAR 6.302-2(c)(2)).

GENERAL, CERTIFICATION, AND REVIEW REQUIREMENTS

5 The Requesting Office Representative is responsible for completing Blocks 1 through 5, checking only one block on Page 2 (Blocks 8 through 14), and completing Block 15. Send the JOFOC, complete with all required information to support the justification, to the procurement office.

STATUTORY AUTHORITY

8-14 For Information Technology procurements of specific make and model items, the statutory authority generally will be 41 USC 253(c)(1) only one responsible source. For all procurements, the specific authority shall be cited, and the justification on Pages 3 to 5 must be clear and concise as to how that authority is related to the requested procurement. However, in all cases, only one statutory authority is to be used.

JUSTIFICATION

15 Each justification shall contain sufficient facts and rationale to justify the use of the specific authority cited. As a minimum, each justification shall include the following information.

(A) A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

(B) A description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a CBD notice was or will be publicized as required by FAR Subpart 5.2 and, if not, which exception under FAR 5.202 applies.

(C) A determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.

(D) A description of the market research conducted (see FAR Part 10) and the results or a statement of the reason market research was not conducted.

(E) Any other facts supporting the use of other than full and open competition, such as:

(i) Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.

(ii) When FAR 6.302-1 is cited for a follow-On acquisition as described in FAR 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.

(iii) When FAR 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.

(F) A listing of the sources, if any, that expressed, in writing, an interest in the acquisition.

(G) A statement of the actions, if any, the agency will take to remove or overcome any barriers to compete before any subsequent acquisition for the supplies or services is required.

(H) A statement that the requirement does not result from a lack of planning or the expiration of funds.

OTHER APPROVAL REQUIREMENTS

16-19 If any person required to sign in these blocks does not approve, the procurement shall not proceed any further and the JOFOC shall be returned to the requisitioner with a written determination as to why the JOFOC was not approved. When appropriate, an informational copy of this determination is to be forwarded to the Contracting Officer and Bureau Competition Advocate. All signatures required on the form (as applicable to the particular procurement) must appear in order for the procurement to be valid.

NOTE: ANY SIGNIFICANT CHANGE TO THE REQUIREMENTS OR COST ESTIMATE MUST BE APPROVED BY ALL REVIEWERS (THIS CAN BE ACCOMPLISHED BY HAVING EACH PERSON INITIAL AND DATE NEXT TO HIS/HER SIGNATURE, OR BY SEPARATE MEMORANDUM/ADDENDUM).

DISTRIBUTION:

ORIGINAL - CONTRACT FILE
COPY - BUREAU COMPETITION ADVOCATE.

Documentation of Circumstances of Restricted Consideration for the Continued Maintenance of Security X-ray Equipment by Smiths Detection

This Limited Sources Justification (LSJ) was drafted for the Consumer Financial Protection Bureau (CFPB), in accordance with FAR 8.405-6.

A. JUSTIFICATION

This procurement action will result in the award of a GSA Task Order to Smiths Detection, 2202 Lakeside Blvd, Edgewood, MD, for maintenance and repair parts for security equipment (2 X-Ray machines) manufactured by Smiths Detection. The CFPB acquired two X-ray machines from the Office of the Comptroller of the Currency (OCC) as a result of a contract transfer from the OCC to the Bureau when the CFPB established its headquarters at 1700 G Street, NW. This procurement action is a follow-on to the OCC's purchase order of the X-Ray machines and extended warranty. The CFPB will purchase a one-year extended warranty for maintenance and repair parts for the Smiths Detection x-ray machines. The value of this acquisition is $9,185.80, for a one-year service agreement to provide maintenance for two X-ray machines.

The CFPB intends to award a GSA Task Order to Smiths Detection for a one year service agreement based on a Limited Sources Justification for the following reason: 1) Per FAR 8.405-6 (a)(1)(i), only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized.

B. UNIQUE QUALIFICATIONS

Smiths Detection, Inc. is the sole provider authorized to perform maintenance and provide repair parts for equipment manufactured by Smiths Detection. Smiths Detection equipment is comprised of assemblies, subassemblies and parts specifically designed, developed, and used in Smiths Detection products. As such, Smiths Detection is the sole source provider for Smiths Detection maintenance warranty and repair parts in the United States.

C. MARKET RESEARCH

Market research was conducted and this effort did not yield any additional potential sources who could meet the Government's requirements. Smiths Detection, Inc. also provided a sole source document to the CFPB on July 15, 2013. Additionally, the Contracting Officer

performed market research in the Federal Procurement Data System (FPDS) and found numerous contract awards on FPDS as late as June 2013 with competition information listed as "only one source." This provides supporting evidence that Smiths Detection is still the only source for maintenance and repair of Smiths Detection machines in the United States. Therefore, no competition is anticipated for this acquisition. This requirement will not be posted in FedBizOpps, the Governmentwide Point of Entry (GPE), as it is less than $25,000.

D. DETERMINATION OF FAIR & REASONABLE PRICE

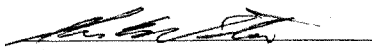
To determine historical pricing and complete a price analysis, the Contracting Officer reviewed the OCC contract file and found that the OCC awarded a contract for an extended warranty for Hi-Scan 6046si and Hi-Scan 100100T on July 15, 2008. The extended warranty included on-site coverage during business hours, labor, and replacement parts for a four year total of $27,943.00, which OCC determined to be fair and reasonable. In April of 2012, OCC transferred the pre-paid contract of maintenance of the Smiths Detection x-ray machines to CFPB Headquarters which remains in effect until 9/8/2013. The one year quote provided by Smiths Detection for 9/9/2013-9/15/2014 is $9,785.80/year. The price is only slightly above the $6,985.75/year rate provided under the 2008 OCC contract and the price quoted came from Smiths Detection GSA Pricelist, which the GSA has already determined to be fair and reasonable.

E. APPROVAL

Per FAR 8.404(d), GSA has already determined the prices of supplies and fixed-price services, and rates for services offered at hourly rates, under schedule contracts to be fair and reasonable. Therefore, ordering activities are not required to make a separate determination of fair and reasonable pricing, except for a price evaluation as required by 8.405-2(d). Although only one offer was received, the Office of Security evaluated the quotation received by Smiths Detection and determined the total price to be reasonable. The proposed cost for the one year service agreement in the amount of $9,185.80 is determined to be fair and reasonable by the Contracting Officer.

Requirements Certification:

The requirements owner, Office of Security, has participated in the creation of this Limited Sources Justification in accordance with FAR 8.405-6. The information above, which forms the basis for this justification, is certified as complete and accurate.



08/23/2013

John Starr
Security Specialist
Office of Security

Date

Contracting Officer Certification and Concurrence:

The information above is accurate and complete to the best of the contracting officer's knowledge and belief.

Laurent E. Pichet

8/23/13

Laurent E. Pichet
Sr. Contracting Officer
Consumer Financial Protection Bureau

Date

TDF 76-01.6 (11/96)
Prescribed by DTAR part 1006
(Previous Edition Obsolete)

DEPARTMENT OF THE TREASURY

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION (JOFOC)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use other than full and open competition for the acquisition of the following supplies or services. If this acquisition is to be made with only one source or a limited number of sources, negotiations will be conducted with the indicated proposed supplier(s):

1. DESCRIPTION OF SUPPLIES OR SERVICES

SNL will provide detailed profiles of U.S. financial institutions at a level equal to major financial industry participants. In addition to detailed profiles, SNL will provide bank regulatory data, balance sheet and income statement (GAAP and public filing) information, data on private banks/thrifts/and bank holding companies, all of which is organized in a readily accessible format. Additionally, SNL provides the option of obtaining a direct data feed for use in financial modeling. Staff of the Markets Team at the Consumer Financial Protection Bureau (CFPB) will use this service on a daily basis, and staff within other Bureau divisions will use SNL for news feed updates, institution profiles, and other relevant financial data.

2. REQUISITION NO.	4. NAME(S) OF PROPOSED SOURCE(S)
3. COST ESTIMATE $120,000.00	SNL – "Financial Institutions" subscription

REQUESTING OFFICE CERTIFICATION

I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for other than full and open competition.

5. REQUESTING OFFICE REPRESENTATIVE (Name & Title)	(Signature)	(Phone No.)	(Date)
Elizabeth Brennan, Financial Analyst	Elizabeth B	(202) 435-7259	6/7/12

SMALL BUSINESS CERTIFICATION

6. SMALL BUSINESS SPECIALIST (Name & Title)	(Signature)	(Phone No.)	(Date)
Loretta Osuna Cotto, SBS	Loretta Osuna Cotto	304-480-8717	06/11/2012

PROCUREMENT OFFICE CERTIFICATION

▶ This requirement ☐ will ☐ will not provide for a bridge contract.

I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.

7. ASSIGNED CONTRACTING OFFICER (Name)	(Signature)	(Phone No.)	(Date)
Gina Harvey	Gina Harvey	304-480-7181	6-11-12
Jon B. Anderson	(For Roy Anderson) Jason R. Isaacs	304-480-7187	6-11-12

Before requesting this procurement, state one statutory authority for this procurement to be conducted under "other than full and open competition" procedures. Provide narrative justification associated with the respective stated authority in block number 15.

Original Cost Estimate did not include 2 Option Periods. New amount is $334,202.

THE COMPETITION IN CONTRACTING ACT OF 1984 (P.L., 98-369)

☒ 41 USC 253(c)(1) - *Only one responsible source*

(8) This authority shall be used in preference to Public Interest justification. It shall not be used when any of the other circumstances is applicable. (Explain what makes this contractor the only responsible source: I.e., Does this proposed contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.)

☐ 41 USC 253(c)(2) -*Unusual and compelling urgency*

(9) This authority applies in those situations where (1) an unusual and compelling urgency precludes full and open competition, and (2) delay in award of contract would result in serious injury, financial or other, to the Government. (Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless it limited the number of sources. Solicitation from as many potential sources as is practicable under the circumstances is required.)

☐ 41 USC 253(c)(3) - *Industrial mobilization; engineering, developmental, or research capability; or expert services*

(10) This authority applies when it is necessary to award the contract to a particular source or sources in order (1) to maintain a facility, producer, manufacturer, or other supplier available for furnishing supplies or services in case of a national emergency or to achieve industrial mobilization, or (2) to establish or maintain an essential engineering, research, or development capability to be provided by an educational or other nonprofit institution or a federally funded research and development center, or (3) to acquire the services of an expert for any current or anticipated litigation or dispute. (Does the proposed contractor have facilities and equipment that are vital in the event of a national emergency? Is the proposed contract to maintain properly balanced sources of supply for meeting the requirements of acquisition of programs in the interest of industrial mobilization? Is the proposed contract to create or maintain the required domestic capability for production of critical supplies by limiting competition to items manufactured in the United States or the United States and Canada?)

☐ 41 US 253(c)(4) -*International agreement*

(11) This authority may be used when the acquisition is to be reimbursed by a foreign country that requires the product to be obtained from a particular firm as specified in official written direction such as a Letter of Offer and Acceptance; or, when services are to be performed, or supplies are to be used in the sovereign territory of another country and the terms of a treaty or agreement specify or limit the sources to be solicited. (Cite the international agreement or treaty between the United States and the foreign government or international organization that precludes full and open competition. Provide the written-directions of the foreign government reimbursing the agency for the cost of the acquisition, which precludes full and open competition.)

☐ 41 US 253(c)(5) - *Authorized or required by statute*

(12) This authority may be used when a statute expressly authorizes that the acquisition be made through another agency or from a specified source. (Cite the authority that expressly authorizes that the acquisition be made through another agency or from a specified source, and attach a copy of the statute.) Note: While this statutory exception includes the small disadvantaged business 8(a) set-aside program, a JOFOC is not required for this type of procurement.

☐ 41 USC 253(c)(6) - *National Security*

(13) This authority may be used for any acquisition when disclosure of the Government's needs would compromise national security. It shall not be used merely because the acquisition is classified, or merely because access to classified matter will be necessary to submit a proposal or to perform the contract. (Explain why the disclosure of the Government's needs would compromise the national security or violate security requirements.)

☐ 41 USC 253(c)(7) - *Public Interest*

(14) This authority may be used when none of the other authorities above apply. Individual justification, Secretarial approval, and Congressional notification 30 days before award of contract are required.

15. JUSTIFICATION (Attach additional pages if needed)

(A) DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED.

SNL provides access to the following information that is critical to the Market teams' work and analyses:

In-depth data in real time for the banking industry. Complete best-in-class GAAP and as-reported financials, current news, and analytical tools. Complete and real-time regulatory data for the banking industry. In-depth analysis of broker/dealers, exchanges, asset managers, specialty lenders, investment companies, mortgage REITs and financial technology firms. SEC financial data in both standardized and as-reported formats, as well as Form ADV data, X-17s or Focus Reports, and mortgage market share (HMDA) data. Peer analysis tools that allow comparisons between financial institutions over a wide range of metric including asset quality, earnings growth, and loan and deposit mix. Comprehensive coverage of failed banks and thrifts, including news coverage, bidding analysis, and metrics for government-assisted deals.

Additionally, initial market research suggests that the following subscription services are the most comparable providers, but none of them provides all the data and tools that SNL does.

Standard and Poor's Capital IQ provides comprehensive fundamental and quantitative research solutions. The subscription provides coverage across multiple industries and markets.

* Capital IQ provides comprehensive regulatory data, Capital IQ provides balance sheet data, Capital IQ does not provide data on private banks, thrifts and bank holding companies, Capital IQ is able to provide direct data feeds, Capital IQ organizes the data in a readily accessible format.

Fact Set Research Systems Inc. is a provider of financial data and analytic applications. The company offers real time analytics and financial modeling for companies in all industries.

* Fact Set does not provide bank regulatory data, Fact Set provides balance sheet data, Fact Set does not provide data on private banks, thrifts, and bank holding companies, Fact Set is able to provide direct data feeds, Fact Set organizes the data in a readily accessible format.

Briefing.com provides live coverage of markets, earnings and broker research. They service also provides unbiased market commentary, nalysis and actionable trading ideas. The company provides services across all industry group and sectors.

* Briefing.com does not provide bank regulatory data, Briefing.com does provide balance sheet data, Briefing.com does not provide direct data feeds for CPPAM financial models, Briefing.com does not provide data on private banks, thrifts and bank holding companies, Briefing.com organizes the data in a readily accessible format.

Thompson Reuters provides comprehensive information solutions for financial markets professionals. The company provides data across all industry groups for financial professionals in the financial, healthcare, legal, media, science and tax and accounting professions

* Reuters does provide certain bank regulatory data, Reuters does provide balance sheet data, Reuters does provide direct feeds, Reuters does not provide data on private banks, thrifts and bank holding companies, Reuters organizes the data in a readily accessible format.

SNL Financial collects, standardizes and disseminates all bank regulatory, relevant corporate, financial, market and M&A data-plus news and analysis-for the banking, financial services, insurance and real estate industries.

* SNL does provide all the data and tools noted above that the other providers do not.

(B) DESCRIBE THE EFFORTS TAKEN TO ENSURE OFFERS WERE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE, INCLUDING WHETHER A COMMERCE BUSINESS DAILY (EPS) NOTICE WAS OR WILL BE PUBLISHED AS REQUIRED BY SUBPART 5.2 AND, IF NOT, WHICH EXCEPTION UNDER 5.202 APPLIES.

(C) DEMONSTRATION THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE REASONABLE.

The Contracting Officer will negotiate the best possible pricing for the Government. Additionally, FY12 pricing will be compared to pricing provided to the CFPB in FY11 to ensure the most reasonable pricing is received. Option year pricing will be agreed to prior to award, thus locking in multi-year pricing that has been determined fair and reasonable.

(D) DESCRIBE THE MARKET SURVEY THAT WAS CONDUCTED AND THE RESULTS OF THAT SURVEY, IF ACTIONS WERE TAKEN BY PROCUREMENT PERSONNEL TO SUPPORT THIS REQUIREMENT SUCH AS A CBD SOURCES SOUGHT SYNOPSIS, PLEASE SPECIFY.

The CFPB Markets Team reviewed product offerings at Capital IQ, Bloomberg, Credit Sights, and Moody's Analytics. None of these companies are able to provide the same information, at the same level as SNL.

(E) DESCRIBE ANY OTHER DOCUMENTATION TO SUPPORT THE JOFOC.

(F) LIST SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION.

There were no sources that expressed interest in the acquisition, in writing or otherwise.

15. JUSTIFICATION CONTINUED (Attach additional pages if needed)

(G). LIST THE ACTIONS THE BUREAU WILL TAKE TO PROMOTE COMPETITION ON ANY SUBSEQUENT ACQUISITIONS FOR SUPPLIES OR SERVICES.

The Consumer Financial Protection Bureau will continue to make this reoccurring requirement available and transparent to the public through a Government Point of Entry.

(H) STATEMENT THAT REQUIREMENT DOES NOT RESULT FROM A LACK OF PLANNING OR THE EXPIRATION OF FUNDS.

The requirement does not result from a lack of planning or expiration of funds.

16. COMPETITION REVIEW BOARD RECOMMENDATION (OPTIONAL)

☐ APPROVE ☐ DISAPPROVE

(Name & Title)	(Signature)	(Phone No.)	(Date)
(Name & Title)	(Signature)	(Phone No.)	(Date)
(Name & Title)	(Signature)	(Phone No.)	(Date)

ADDITIONAL APPROVALS

OVER $500,000	17. BUREAU COMPETITION ADVOCATE *(Name & Title)* Denise Hofmann Bureau Competition Advocate	☐ APPROVE ☐ DISAPPROVE	*(Signature)*	*(Phone No.)* *304-480-8402* *(Date)*
OVER $10 MILLION	18. BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Name & Title)*	☐ APPROVE ☐ DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50 MILLION	19. SENIOR PROCUREMENT EXECUTIVE *(Name & Title)*	☐ APPROVE ☐ DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*

NOTE: Each review must be preceded by lower level approval(s), e.g., over $50 million all approvals are required. IN NO CASE WILL AN INDIVIDUAL SIGN MORE THAN ONE APPROVAL LEVEL.

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:	
DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS ZixGateway Licenses and Server	
REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S)
COST ESTIMATE $86,728.75 Base ($283,383.75 inclusive of option quantities and years)	

	FEDERAL ACQUISITION REGULATION 8.405-6
	(place "X" in appropriate box and complete rest of form)
	FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work. Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
X	**FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.** In accordance with FAR 11.105(a)(1), Explain why the brand name item is essential for the acquisition by identifying which feature(s) is essential to meet the Government's requirements and the market research which indicates what other similar items were identified and what feature(s) it lacks or that cannot be modified to meet the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION
A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited. To date, the Department of Treasury, Departmental Offices (DO) has provided and supported the network operations, end user requirements and infrastructures necessary to stand up the Consumer Financial Protection Bureau (CFPB). As an independent Agency, the CFPB is tasked to migrate and transition these services to a CFPB managed environment. Much of these efforts are on the way with completion slated for the end of the first quarter of fiscal year 2013. In order to efficiently meet this timeframe requires the CFPB to obtain hardware, software and services that are compatible and interoperable with existing legacy and other current internetwork components, end user equipment, current trained staff, and current network management and security reporting capabilities. A key work stream of the transition efforts is the transfer of existing licenses including Citrix, Microsoft, ZixGateway, and others for remote access, management and email security from DO to CFPB owned and managed agreements. Specifically to date, the CFPB and DO have made substantial investment in ZixGateway for email encryption and security, which is essential for standard operations. As CFPB assumes responsibility for the existing services, the ongoing product needs and support necessary for secure email is essential and can only be met by the ZixGateway brand. This brand is the only brand that meets the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management. The CFPB has made substantial investments in the necessary tools needed to manage, monitor and administer secure email. Any changes in brand will require significant re-work to establish new IT standards and operating procedures which would result in unacceptable delays in fulfilling the agency's requirements, and the inability of our workforce to access and use secure email, creating undue burden to our staff and loss of productivity.
B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest. Market research indicates that this requirement could be met through commercial items. Survey of both GSA Federal Supply Schedule (FSS) vendors and NASA Solutions for Enterprise Wide Procurement (SEWP) IV contracts have a breadth of small, mid and large size businesses that offer these products and can meet this requirement.
C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services. This action will be awarded against a GSA Schedule.
D. Statement that requirement does not result from a lack of planning or the expiration of funds. This requirement does not result from a lack of planning or the expiration of funds.

Requisition Number:_____

REQUESTING OFFICE CERTIFICATION
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.

REQUESTING OFFICE REPRESENTATIVE *John Braun, Acquisition Program Analyst, CFPB*	*(Signature)* JOHN BRAUN Digitally signed by JOHN BRAUN DN: c=US, o=U.S. Government, ou=Consumer Financial Protection Bureau, cn=JOHN BRAUN, 0.9.2342.19200300.100.1.1=85810028B1928 Date: 2012.12.14 10:14:53 -05'00'	*(Phone No.)* 202-435-9507	*(Date)* 12/14/12
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))*	*(Signature)*	*(Phone No.)*	*(Date)*
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			
CONTRACT SPECIALIST *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
CONTRACTING OFFICER *(Type or Print Name)* Lisa R. Stanley	*(Signature)* Lisa R. Stanley	*(Phone No.)* 304-480-7213	*(Date)* 12/04/2012
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)* Acting Sandra J. George	*(Signature)* Sandra J. George	*(Phone No.)* 304-480-7134	*(Date)* 12/14/2012

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)* Denise Nelson BPD Competition Advocate	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.				

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Human Capital.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* This acquisition is for the issuance of FFP Purchase Order CFP-13-P-00004 for the placement of several advertisements within the American Banker newspaper.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.).* Only the publisher, Source Media, can provide these services (Ad copy).

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* Not Applicable.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* Does not meet the threshold for publication. See FAR 5.202. Not applicable.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* Not applicable.

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The costs to the government for the ad copy will be based on the Contractor's public commercial pricelist for these services.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Originator's Signature — Date 10/24/12

Name
Contracting Officer — Date 10/24/12

LEGAL COUNSEL: NOT REQUIRED. (< $10K)

Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION
CFP-13-P-00030, PRINT ADS IN AMERICAN BANKER NEWSPAPER

1.0 *Office Name*: Consumer Financial Protection Bureau, Office of the Chief Human Capital Officer.

2.0 *Copywritten Material*: Five Print Ads in the *American Banker* publication, published by:

Source Media, Inc.
1 State Street, Floor 26
New York, NY 10004-1505
Price: $2,925 each, Quantity: 5 (Total: $14,625)

3.0 Market research was performed. No other publisher exists for the American Banker newspaper.

4.0 The contemplated award price for the above copywritten material has been determined fair and reasonable based on a comparison to the commercial catalogue pricing as published. The price is in accordance with the catalogue pricing and thereby determined to be fair and reasonable in accordance with FAR 13.106-3(a)(2)(iii).

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

APRIL 13

Name
Contracting Officer

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester:	(2) Estimated Cost:	(3) Requisition Number:
Joiner, Jeanine	~~$120,000~~ - $480,000	CFP – 90100-13-0033

(4) Description of Required Supplies or Services:

American Banker subscription 1000+ users.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements __X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information __

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

In 2010 Congress passed and President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act). This act created the Consumer Financial Protection Bureau. Congress established the CFPB to protect consumers by carrying out Federal consumer financial laws. The consumer bureau's core functions can be described but are not limited to the following:

1. Conduct rule-making, supervision, and enforcement for Federal consumer financial protection laws
2. Restrict unfair, deceptive, or abusive acts or practices
3. Take consumer complaints
4. Promote financial education
5. Research consumer behavior
6. Monitor financial markets for new risks to consumers
7. Enforce laws that outlaw discrimination and other unfair treatment in consumer finance

As part of a foundational package of information resources American Banker, provided by Source Media, is the only responsible source that can meet the consumer bureau's need for a robust selection of industry information resources.

When our supervision and enforcement attorneys engage with opposing counsel representing banks and

other financial institutions on these issues (which we are doing now) without the benefit of having read this publication we are placed at a severe disadvantage; undermining the first core function of the bureau as outlined above.

In addition to covering regulatory reform, banking industry and the markets, the American Banker covers the unique activities of the bureau in order to satisfy specific operation needs related to consumer finance as documented below. American Banker has a microsite specifically dedicated to Dodd-Frank Reform, as stated above the bureau was created from the Dodd-Frank Act (Title X).

Topics within this American Banker subscription include: a comprehensive database of bank rankings, league tables and vital statistics, average deposit and loan rates by product and by state, quarterly assessment of the key metrics that drive bank performance, comparative analysis of deposit, loan, and investment product performance and peer evaluations of compliance based on the primary regulatory metrics and ratios.

Again, considering the core functions of the consumer bureau, the coverage as explained above is not only relevant it also provides data that is essential to the work of CFPB employees and cannot be accessed by any other known subscription. Bureau employees must be well informed and have access to the same information as that of the very industry it regulates. It should be noted that American Banker is not only the known source, but also the industry standard when it comes to the banking industry.

In order to support its rulemaking and other functions the bureau is congressionally mandated to monitor for risks to consumers in the offering or provision of consumer financial products or services including developments in markets for such products or services(sec 1022(c)(1))

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

American Banker is only available to the U.S. business community through Source Media, its publisher. An informal survey of CFPB employees was conducted and an online search for comparable offerings did not provide an alternative resource for information as noted above in reference to American Banker.

Requisition Number: CFP – 90100-13-0033

(9) Requisitioner's Signature and Title _____
Telephone No. 202 435 9520 Date 2/27/2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8553 Date 2/27/13
Contracting Officer's Signature _____
Telephone No. 304-480-7181 Date 2/27/13

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 02/28/13

(11) BCPO Signature _____ Date_____

BUREAU OF THE PUBLIC DEL .
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

CFP-5330-12-0009

(1) Requester: Chris Young	(2) Estimated Cost: $29,975	(3) Requisition Number

(4) Description of Required Supplies or Services:

Data subscription for Nationwide Mortgage Licensing System & Registry (NMLS), which is solely available only from the State Regulatory Registry, LLC (SRR) , a wholly-owned subsidiary of the Conference of State Bank Supervisors (CSBS).

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
*(**NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

- The SAFE Act mandates mortgage originator licensing and registration through the NMLS and the issuance by the NMLS of unique identifiers to loan originators. 12 USC §§ 5103, 5104, 5106, 5107.
- The NMLS is the ONLY repository of all of the licensing and registration information that exists.
- Under the SAFE Act the Director of the CFPB must review the NMLS and determine if it is meeting the requirements of the SAFE Act. If it fails to meet these requirements, the Director must establish a system of registration/regulation to carry out purposes of SAFE Act. 12 USC § 5109.
- The CFPB needs the "Aggregate" and "B2B" data on mortgage companies which is available only from SRR.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Chris Young, the requisitioner for this requirement, performed informal market research and confirmed that NMLS is the only repository for the aggregate and B2B data on mortgage companies needed by CFPB.

The NMLS is a web-based application which enables state-licensed mortgage lenders, brokers, and originators to apply for, amend, update or review licenses online using a uniform set of application and other forms. Licensing of mortgage originators is mandated by law thru the Safe Act and the NMLS has become the sole state mortgage licensing platform for the mortgage industry.

It also enables mortgage loan originator employees of depository institutions and their subsidiaries which are federally supervised to apply for, amend, update or review federal registration online using a uniform set of application and other forms.

NOTICE OF INTENT TO SOLE SOURCE WAS POSTED ON FBO 4/4/12. NO PROPOSALS WERE RECEIVED.

Requisition Number: TBD (In Process)

(9) Requisitioner's Signature and Title _____
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Margarita Bowden 4/5/12
Telephone No. 304-480-6655 Date 4/5/12

Contracting Officer's Signature _____
Telephone No. 304.480.7850 Date 5/22/12

Small Business Specialist Signature Loretta Anna Cotte
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 05/31/2012

(11) BCPO Signature _____ Date 5-22-2012

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Chris Young, the requisitioner for this requirement, performed informal market research and confirmed that NMLS is the only repository for the aggregate and B2B data on mortgage companies needed by CFPB.

The NMLS is a web-based application which enables state-licensed mortgage lenders, brokers, and originators to apply for, amend, update or review licenses online using a uniform set of application and other forms. Licensing of mortgage originators is mandated by law thru the Safe Act and the NMLS has become the sole state mortgage licensing platform for the mortgage industry.

It also enables mortgage loan originator employees of depository institutions and their subsidiaries which are federally supervised to apply for, amend, update or review federal registration online using a uniform set of application and other forms.

NOTICE OF INTENT TO SOLE SOURCE WAS POSTED ON FBO 4/4/12. NO PROPOSALS WERE RECEIVED.

Requisition Number: TBD (In Process)

(9) Requisitioner's Signature and Title [signature] ATTORNEY-ADVISOR
Telephone No. 202-435-7408 Date 5/29/12

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature [signature]
Telephone No. 304-480-6655 Date 5/5/12

Contracting Officer's Signature [signature]
Telephone No. 304.480.7820 Date 5/22/12

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature [signature] Date 5-22-2012

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

CFP-50330-12-0009

(1) Requester: Chris Young	(2) Estimated Cost: $29,975	(3) Requisition Number:

(4) Description of Required Supplies or Services:

Data subscription for Nationwide Mortgage Licensing System & Registry (NMLS), which is solely available only from the State Regulatory Registry, LLC (SRR), a wholly-owned subsidiary of the Conference of State Bank Supervisors (CSBS).

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
(NOTE: In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

- The SAFE Act mandates mortgage originator licensing and registration through the NMLS and the issuance by the NMLS of unique identifiers to loan originators. 12 USC §§ 5103, 5104, 5106, 5107.
- The NMLS is the ONLY repository of all of the licensing and registration information that exists.
- Under the SAFE Act the Director of the CFPB must review the NMLS and determine if it is meeting the requirements of the SAFE Act. If it fails to meet these requirements, the Director must establish a system of registration/regulation to carry out purposes of SAFE Act. 12 USC § 5109.
- The CFPB needs the "Aggregate" and "B2B" data on mortgage companies which is available only from SRR.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Marla Blow	(2) Estimated Cost: $15000	(3) Requisition Number:

(4) Description of Required Supplies or Services:
SYNERGISTICS RESEARCH CARD AND PAYMENTS RESEARCH

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements for ____

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information _X_

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB has a requirement to purchase a completed study on credit cards, prepaid cards, and student loan markets. CFPB needs this research in order to compare the Synergistics output to other industry information at their disposal in order to make an informed determination of the current market situation in the areas mentioned. Synergistics conducts highly current market research that is difficult to find in other analyst groups. They look specifically at leading edge information to address where the market is headed, and that separates them from some of the other industry analysts that provide backward looking views. Synergistics has completed several studies and has a set of reports on the credit card, prepaid card, and student loan markets. It would not be cost effective for the Government to commission research in these areas when the research has already been completed by synergistic. The research conducted by Synergistics is proprietary information.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

Synergistics conducts highly current market research that is difficult to find in other analyst groups. They look specifically at leading edge information to address where the market is headed, and that separates them from some of the other industry analysts that provide backward looking views. RFI/SSJ intent was posted to FedBizOpps and closed 12/06/11 with no responses.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

Requisition Number:_____

(9) Requisitioner's Signature and Title See email in file
Telephone No. _____ Date 11/02/11

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8954 Date 12/06/11
Contracting Officer's Signature _____
Telephone No. _____ Date _____

Small Business Specialist Signature N/A
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date_____

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost: $8,000	(3) Requisition Number:

(4) Description of Required Supplies or Services:
Conference attendance to the Tableau Business Intelligence Tool Conference for 8 members of the Technology and Innovation (T&I) Data Team Starting September 10, 2013

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

Tableau is the Bureau's Business Intelligence tool, and one of the key resources the Data Team uses when partnering with business units to help integrate their data into our enterprise architecture. This conference is important to broaden our understanding of the use cases we can apply Tableau towards in order to maximize the value we are providing to our internal customers. It will also strengthen our team's ability to train and evangelize the tool within the Bureau. Finally, it is critical that we understand both the features of the current version (8) and upcoming version (8.1) and how those improve upon what we currently have at the Bureau (version 7) so that we can plan our upgrade roadmap appropriately.

This conference / training is hosted by Tableau itself (the company that produces the software), and they are the ones with the expertise to conduct the best training possible. Furthermore, they are the ONLY ones who know what features will be added in version 8.1. This is very timely information for us to acquire and evaluate, as it factors into our planning for when we will push to upgrade the BI Server from Version 7 (and next FY planning is taking place within the next couple weeks).

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

There are no other seminars similar in scope and content with this focus on Tableau. As such, this conference

shall be considered a unique source and will receive award per FAR 13.106-1(b).

Requisition Number:_____

(9) Requisitioner's Signature and Title Nelly Ramdass - see email approval
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature [signature]
Telephone No. 304-480-6889 Date 8/30/2013

Contracting Officer's Signature [signature]
Telephone No. 480-7213 Date 8-30-13

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature Jason B. Isaacs Digitally signed by Jason B. Isaacs DN: c=US, o=U.S. Government, ou=Department of the Treasury, ou=Bureau of the Public Debt, ou=People, serialNumber=4049, cn=Jason B. Isaacs Date: 2013.08.30 09:30:43 -04'00' Date _____

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $41,830.00	(3) Requisition Number: CFP-90100-13-0047

(4) Description of Required Supplies or Services:

Financial Times

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

IAW FAR 6.301-1 Only one responsible source and no other supplies or services will satisfy agency requirements.

According to the attached email Financial Times does not have any resellers. The content is proprietary, any user or organization can only derive access directly through the Financial Times.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

A search was conducted through Google and the only information that came up was for FT.com there is no other provider. Rhonda Tedder a Customer Relationship Manager at Financial Times was contacted and did confirm they have no resellers and their content is proprietary. Prism search was performed and one other award was found for Financial Times it was completed as a sole source.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Requisition Number: CFP-90100-13-0047

(9) Requisitioner's Signature and Title _____ Jeanine Joiner
Telephone No. 202 435-9520 Date April 23, 2013

Digitally signed by Jeanine Joiner
DN: cn=Jeanine Joiner, o=CFPB, ou=Library Services, email=jeanine.joiner@cfpb.gov, c=US
Date: 2013.04.23 17:39:23 -04'00'

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Sheri Dardee
Telephone No. 304-480-7293 Date 04/24/2013

Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 04/24/2013

Small Business Specialist Signature Loretta Ozuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 05/10/13

for
(11) BCPO Signature Tamara S. Johnson Date 6/6/13

ok to post 5/6/13 tj

FBO closed 6/3/13 - no responses received - SG

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Jeanine Joiner	(2) Estimated Cost: $41,830.00	(3) Requisition Number: CFP-90100-13-0047

(4) Description of Required Supplies or Services:

Financial Times

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

IAW FAR 6.301-1 Only one responsible source and no other supplies or services will satisfy agency requirements.

According to the attached email Financial Times does not have any resellers. The content is proprietary, any user or organization can only derive access directly through the Financial Times.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

A search was conducted through Google and the only information that came up was for FT.com there is no other provider. Rhonda Tedder a Customer Relationship Manager at Financial Times was contacted and did confirm they have no resellers and their content is proprietary. Prism search was performed and one other award was found for Financial Times it was completed as a sole source.

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under SAT Open Market Dec 07

Requisition Number: CFP-90100-13-0047

(9) Requisitioner's Signature and Title _____ Jeanine Joiner
Telephone No. 202 435-9520 Date April 23, 2013

Digitally signed by Jeanine Joiner
DN: cn=Jeanine Joiner, o=CFPB, ou=Library Services, email=jeanine.joiner@cfpb.gov, c=US
Date: 2013.04.23 17:39:23 -04'00'

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Sherri Dardee
Telephone No. 304-480-7293 Date 04/24/2013

Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 04/24/2013

Small Business Specialist Signature Loretta Obuna Cotte
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 05/10/13

for
(11) BCPO Signature Jeanine S Johnson Date 6/6/13

ok to post 5/6/13 tj

FBO closed 6/3/13 - no responses received - SG

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Hilary Ahrens	(2) Estimated Cost: $21,450	(3) Requisition Number:

(4) Description of Required Supplies or Services:

The NYTimes Corporate Digital Subscription. Online access for all CFPB employees. This includes mobile access.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements XX

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name __X__
***(NOTE:** In accordance with FAR 11.105(a)(1), **you must identify the particular brand name, product, or feature is essential to the Government's requirements,** and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

The New York Times has mobile applications and news alerts that are essential to our employees. With a good portion of our employees working in the field on bank examinations, it is important for them to have access from their mobile device.
In order to support its rulemaking and other functions the bureau is congressionally mandated to monitor for risks to consumers in the offering or provision of consumer financial products or services including developments in markets for such products or services. See sec 1022(c)(1) of the Dodd Frank Act

The My Alerts application in The New York Times addresses this mandate.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

A search was conducted for National Periodicals. With NY Times online, users are able to set up My Alerts, an application that allows users to get notifications when certain articles appear. You can have it search by keyword, author or phrase. Users may create up to twenty news alerts and an unlimited number of stock alerts. This is important for CFPB so that they may receive alerts about particular banks, financial institutions or even when the CFPB is mentioned. This will help our staff stay up to date about what is going on. The Washington Post does not offer this option to their users.

Aggregate research databases such as ProQuest do not provide direct access to NYTimes.com. ProQuest is a query database that has NY Times articles, however you have to know what you specific article you are searching for in order for it to work. Access to NYTimes articles via research databases requires a search using specific terms. NYTimes.com offers a user friendly search options. ProQuest also doesn't offer a mobile application to access

information. With a good portion of our employees working in the field on bank examinations, it is important for them to have access from their mobile device. the CFPB has over 400 bank examiners working in field locations.

According to the NewYork TimesNational Sales Manager email dated 5/3/13, The NY Times does not contract out any to any resellers for digital group subscriptions. (See attached e-mail)

Requisition Number: _____

(9) Requisitioner's Signature and Title Hilary Ahrens Administrative Operations Assistant, COR
Telephone No. 202-435-9490 Date 5/17/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-6889 Date 05/23/2013
Contracting Officer's Signature _____
Telephone No. 304-480-7213 Date 5-23-13

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Digitally signed by Jason B. Isaacs DN: c=US, o=U.S. Government, ou=Department of the Treasury, ou=Bureau of the Public Debt, ou=People, serialNumber=404939, cn=Jason B. Isaacs Date: 2013.05.23 08:20:31 -04'00' Date 05-23-2013

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Melanie Hirsch	(2) Estimated Cost: $4995.28	(3) Requisition Number: CFP-50400-12-0029

(4) Description of Required Supplies or Services:

A.S. Pratt publishes eleven resources that would be of use to the Office of Enforcement.

Clarks' The Law of Bank Deposits, Collections and Credit Cards ($439.19) provides guidance on legal issues involving bank deposits, collections, and credit cards.

Brady on Bank Checks: The Law of Bank Checks ($439.19) provides comprehensive commentary and guidance to bankers and practitioners concerned with the complexities of Uniform Commercial Code Articles 3, 4, and 4A as they relate to bank checks and funds transfers.

The Law of Electronic Fund Transfer Systems ($439.19) provides guidance on the latest business trends, technological innovations, laws, regulations, and cases involving electronic payment systems issues.

Compliance Guide to Payment Systems: Law and Regulation ($434.19) gives practical guidance on the rules about all types of payment systems.

Banking Law Journal ($354.19) covers every area of major interest to bankers and attorneys, with practical material for bank counsel use, articles of current importance by recognized experts, plus digests of important cases from every jurisdiction.

Pratt's Consumer Credit and Truth-in-Lending Compliance Report ($402.19) is a monthly newsletter that keeps subscribers current on the most recent court interpretations of federal laws and regulations related to consumer credit transactions.

Sheshunoff's Compliance Alert ($402.19) provides monthly reports on the very latest compliance requirements and deadlines, as well as expert guidance on how to meet them.

Sheshunoff's Truth-in-Lending Manual: Text & Forms by James H. Pannabecker ($439.19) is a comprehensive, practical guide to Truth-In-Lending, Regulation Z, and Regulation M compliance.

Compliance Examinations Update for Financial Institutions ($439.19) reports on institutions' liabilities for noncompliance and specifies what it takes to put the bank back in compliance.

Pratt's RESPA Manual: A Complete Guide to the Real Estate Settlement Procedures Act ($434.19) provides mortgage professionals with the insight and guidance they need to comply with RESPA on a daily basis.

Pratt's Mortgage Lending Compliance with Federal and State Guidance ($474.19) is the only resource that covers compliance with both state and federal laws and regulations.

Pratt's Letter ($298.19) is a weekly newsletter that provides expert insights into the implications of recent developments in financial regulations.

(5) Authority Permitting a Sole Source Acquisition:

FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____

***(NOTE:** In accordance with FAR 5)5(a)(1), you must identify the particular L d name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)* Industrial Mobilization____
(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation. A.S. Pratt is the only responsible source that can meet Enforcement's needs for products addressing these specific subject areas, such as RESPA, truth in lending, and mortgage lending. Enforcement solicited input from each of its 100 attorneys concerning the books most necessary to support the work of the office, and these books were nominated as the most thorough, comprehensive, and well-respected on their subject matter by attorneys with many years of experience working for the FDIC, the Federal Reserve, and the Office of Thrift Supervision. Access to these in-depth and authoritative references will enhance the work of the CFPB by promoting thoroughness and efficiency by Enforcement attorneys in their research, investigation, and prosecution of matters.
(8) Describe the informal market survey and the results, or state why a market survey was not conducted. The CFPB has conducted extensive internet searches and searches of resources available through other legal publishers to determine if any comparable resources exist; they do not. For example, BarristerBooks.com, a leading online legal bookseller, has no books available on RESPA, electronic fund transfers, truth in lending, or banking/lending compliance. Nor are such books available through general booksellers like Amazon.com.

Requisition Number:_____

(9) Requisitioner's Signature and Title /s/ Melanie Hirsch, Enforcement Attorney Telephone No. 202-435-7944 Date 7/23/12
(10) I determine the circumstances of this acquisition deem only one source reasonably available: Contract Specialist Signature _____ Telephone No. 8153 Date 7-25-12 Contracting Officer's Signature _____ Telephone No. 304-480-7180 Date 7/23/12 Small Business Specialist Signature _____ *(Review and Approval required if over $25,000)* Telephone No. _____ Date 7-26-12
(11) BCPO Signature _____ Date_____

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
FEDERAL SUPPLY SCHEDULE
LIMITED SOURCES JUSTIFICATION AND APPROVAL (FAR 8.405-6)

I recommend that the U.S. DEPARTMENT OF THE TREASURY use limited source procedures for the acquisition of the following supplies or services available under Federal Supply Schedules (FSS). This acquisition is conducted under the authority of FAR 8.405-6:

DESCRIPTION OF SUPPLIES OR SERVICES AVAILABLE FROM FSS
Purchase and integrated ITSM Solution

REQUISITION NO.	NAME(S) OF PROPOSED FSS SOURCE(S)
	Triad Technology Partners
COST ESTIMATE $ 183,750.00	

FEDERAL ACQUISITION REGULATION 8.405-6

(place "X" in appropriate box and complete rest of form)

X	**FAR 8.405-6 (b) (1) – Only one source is capable of responding due to the unique or specialized nature of the work.** Explain what makes this FSS contractor the only responsible source. i.e., Does this proposed FSS contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Does the FSS vendor have an exclusive licensing agreement? Why won't any other product or service satisfy the need? Describe market survey and analysis efforts leading to this conclusion.
	FAR 8.405-6 (b) (2) – The new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order must not have been previously issued under sole source or limited source procedures. Explain why the work is a logical follow-on and provide information on the original competition for the first order.
	FAR 8.405-6 (a) (2) – The item is peculiar to one manufacturer (e.g., a particular brand name, product or feature of a product, peculiar to one manufacturer). A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product, or feature is essential to the Government's requirements and market research indicates other company's similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet, the agency's needs.
	FAR 8.405-6 (b) (3) – An urgent and compelling need exists, and following the ordering procedures would result in unacceptable delays. Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.

JUSTIFICATION

A. Demonstration that the proposed FSS contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

The Consumer Financial Protection Bureau (CFPB) is transitioning it current business processes and technology to a common set of business processes. The CFPB seeks to implement an Information Technology Service Management Solution (ITSM) offered as a Software as a Service (SaaS) solution. The ITSM subscription solution provided by ServiceNow is fully integrated with Microsoft Active Directory and allows for subscribed users to access all applications. The attached document outlines the salient features of the ITSM ServiceNow application which includes software development lifecycle and project portfolio management functionality as part of the application licensing, the ability to provide mobility support for iPads, iPhones, Androids, Blackberries, etc., integrated chat and social collaboration, service catalog functionality via a self-service portal, robust dashboards and reports and data analytics, and conversion of existing disparate applications or support changing business needs with rapid application deployment.

In order to effectively implement the ServiceNow ITSM solution, CFPB requires implementation support. Triad Technology Partners ("Triad') is the only GSA Schedule provider, as determined by the product manufacturer, capable of implementing the ServiceNow product suite. Triad has done so with a wide range of Government clients ~~similar~~ providing + in size and scope to the CFPB.

It would be counterintuitive to the Agency to leverage another service provider both in terms of cost and schedule. To solicit and obtain the services of an integrator would require a lengthy lead time – to procure and ramp up trained resources - which could impact the delay of other CFPB internal processes and activities dependent on the ServiceNow application. Moreover, it is a risk to the Agency if the resources do not possess the breadth of specialized experience in implementing ServiceNow and would require training thereby resulting in increased costs and further schedule delays.

Because of the aforementioned factors, it is in the best interest of the Agency to ~~sole source~~ use limited sourcing on this requirement.

B. Describe the market research that was conducted and the results of the research (e.g., search on e-library at www.gsaelibrary.gsa.gov; historical ordering information, FedBizOpps synopsis). Synopsis is not required for FSS procurements, but may be used. Also, list any fss sources that expressed an interest in writing in the order and the results of that interest.

The CFPB conducted market research to discern various ITSM service offerings and implementation support. Based on the research, the Agency made the decision to implement the ServiceNow product.

C. List the actions the agency will take to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

The CFPB will take all steps to promote FSS ordering procedures outlined in FAR 8.405 on any subsequent acquisitions for similar supplies or services.

D. Statement that requirement does not result from a lack of planning or the expiration of funds.

This request does not result from a lack of planning or the expiration of funds.

Requisition Number:_____

REQUESTING OFFICE CERTIFICATION			
I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for a sole source justification and approval.			
REQUESTING OFFICE REPRESENTATIVE *(Type or Print Name & Title)(required for actions over micro purchase threshold)* Nellisha Ramdass	*(Signature)* See email	*(Phone No.)* 202-834-5775	*(Date)* 1/12/12
SMALL BUSINESS CERTIFICATION			
I have conducted a search of vendor files from GSA Advantage/Schedules e-Library, etc., to locate potential FSS small businesses for this procurement. If any were found, a list is attached.			
SMALL BUSINESS SPECIALIST *(Type or Print Name (required for actions over $25,000))* Susan Dougherty	*(Signature)* Susan Dougherty	*(Phone No.)* 7138	*(Date)* 1-24-12
PROCUREMENT OFFICE CERTIFICATION			
I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.			

CONTRACT SPECIALIST *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Cindy Ritchea	Cindy Ritchea	x 7242	1/23/12
CONTRACTING OFFICER *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Gina Hanna	Gina Hanna	x 7181	1/23/12
BUREAU CHIEF PROCUREMENT OFFICER *(Type or Print Name)*	*(Signature)*	*(Phone No.)*	*(Date)*
Douglas Anderson		7047	1/24/12

ADDITIONAL APPROVALS				
OVER $500K	BUREAU COMPETITION ADVOCATE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $10M	BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*
OVER $50M	SENIOR PROCUREMENT EXECUTIVE *(Print Name & Title)*	[ ] APPROVE [ ] DISAPPROVE	*(Signature)*	*(Phone No.)* *(Date)*

NOTE: Each review must be preceded by lower level approval(s). e.g., over $50 million all approvals are required. In no case will an individual sign more than one approval level.

SOLICITATION NO.: CFP-13-Q-00017
JUSTIFICATION AND APPROVAL FOR OTHER-THAN FULL-AND-OPEN COMPETITION

cfpb Consumer Financial Protection Bureau

LIMITED SOURCES JUSTIFICATION

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Facilities.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* Purchase $25,000 in postage from U.S. Postal Service (USPS) to fund mailing system account. This is the minimum amount that may be purchased.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)* USPS is the only source for postage.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* No research conducted because USPS is the only source.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.* There are no other potential sources.

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required*

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The cost is the minimum purchase amount from the postal service for the postage meter. It is the commercial price charged to all cuatomers. The postage does not expire, therefore CFPB will be able to use the full amount.

To the best of my knowledge and belief, I certify that this Justification is accurate and complete.

Larry D. Pauling, Director of Facilities — Date: 30 APR 13

Vanessa del Toro — 4/30/2013

Vanessa del Toro
Contracting Officer

Date

Consumer Financial Protection Bureau

SUBJ: Limited Sources Justification, Universum Print Advertisement

1.0 *Agency Name*: Consumer Financial Protection Bureau, Office of Human Capital.

2.0 *Nature and/or description of the action being approved and estimated dollar value.* A fixed Price Purchase Order to Universum at $20,000.

3.0 *Reason for other-than full-and-open competition (proposed contractor's unique quals, etc.)* In accordance with FAR 13.106-1(b)(1)(i) Contracting officers may solicit from one source if the contracting officer determines that the circumstances of the contract action deem only one source reasonably available. The Universum Top 100 listing supplemental insert in the Wall Street Journal is the largest and most comprehensive source for building credibility of an employer brand with students and their key decision influencers (parents, career centers, and professors). Additionally, after research we found that Universum has the only nationally published top employer supplement with the option for full page employer branding advertisement. Many national press/media organizations hold application processes including employee surveys to determine results and are published solely online with 1-2 paragraph summaries, without providing final content approval from the Employer. Further, we found other print based top employer style media kits are developed for local only distribution only. This publication is released in September – prime timing for bureau employment advertising.

Universum's combined print and digital media approach leverages their unique set of affiliations with universities and career based organizations. Universum, as a full-service firm, provides the services of developing strategy, content, and design; and gives the bureau final approval of content. Additionally, the supplemental publication pools resources of many companies and organizations to reduce the cost for each individual organization. Universum offers a reduced rate for government agencies.

Finally, this supplemental insert will circulate to over 1.5 million subscribers nationwide, and will be distributed to our top 50 target schools to engage students on campus. Additionally, Universum will leverage its exclusive and proprietary network of 4 million students to drive traffic through advertisements to the Bureau's online presence. As the Bureau transitions out

of startup, increasing emphasis is being placed on university recruiting to build robust pipelines to fill CFPB's developmental programs. Universum's market exposure is crucial to CFPB recruiting efforts to define the Bureau's employer brand and tailor messaging for selected campuses, major fields of study, and diverse populations.

4.0 *A description of the market research conducted and the results, or a statement of the reason market research was not conducted.* After an informal overview of market prices, we came to the conclusion that Universum was the best and most cost effective option for this unique and market specific approach. Universum is the largest and most trusted source for nation-wide employer branding and marketing support.

5.0 *A description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was, or will be, publicized as required by Subpart 5.2 and, if not, which exception under 5.202 applies. Include a listing of sources, if any, that expressed a written interest in the acquisition as a result of the FBO posting.*

6.0 *A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.* NA

7.0 *A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.* The price will be determined fair and reasonable prior to issuance.

Submitted by:

Amy Stevens — Date: 7/11/13

Contracting Officer — Date: 11 July 13

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: John Braun	(2) Estimated Cost: $18,000	(3) Requisition Number: CFP-20400-14-0007

(4) Description of Required Supplies or Services:
Attendance for nine (9) CFPB employees to the User Interface Engineering (UIE) UX Mobile Immersion Conference in Denver, CO from April 7-9, 2014.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements_X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

This is a three day conference focused on user experience design for mobile devices. The conference is comprised of two full-day workshops for detailed, hands-on experience and a third day of additional speakers who are experts in the fields of mobile UI design, content strategy, design research, and usability testing. Some of the topics covered in the workshops include coding prototypes using JavaScript and jQuery; transforming existing content into packages that function based on the website owner's Content Management System; and conducting usability research for mobile application. After the conference, attendees will be able to apply the skills they have learned towards designing web pages and applications to be used on mobile devices.

This course is needed for multiple members of the Design team within the Technology and Innovation (T&I) division of CFPB. The Design team is responsible for designing the Bureau's internal and external websites. The conference aligns with the Design team's goals of expanding the public-facing website's reach to as many consumers as possible and empowering those consumers to engage with CFPB by leveraging the latest technology. Attendance at this conference will further develop the attendees' mobile design and user experience testing skills, as well as expose them to new techniques. The enhanced and new skills will enable them to better maintain and enhance the Bureau's public-facing website, which will further the Bureau's mission of reaching consumers and empowering them to use technology to engage CFPB. UIE is the only vendor that provides a conference ~~that provides a conference~~ focused on user experience for mobile technology taught by experts in the field.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

To meet the need for design training for mobile technology, CFPB searched for a conference through the U.S. that would provide techniques and theoretical insights into designing mobile technology, allowing the employees attending to gain the skills to better design the Bureau's website, web apps, and online complaint forms to be more usable and effective on mobile devices.

Market research revealed several conferences and workshops that go into depth about mobile websites but ultimately are too far from actual design work to fit what we're looking for, such as the O'Reilly Fluent Conference on Javascript training and the Mobile and Web Devcon, hosted in San Francisco in 2014. Other conferences, such as An Event Apart and How Design (both in Boston in 2014) focus on mobile technology, but are ultimately more generalist across the different aspects of design, development, and creative work and do not fit with the focus of the need.

The result of the market research was that no other conferences were found that met the Bureau's need for training focused on design for mobile technology other than the UX Mobile Immersion conference.

Requisition Number: CFP-20400-14-0007

(9) Requisitioner's Signature and Title JOHN BRAUN
Telephone No. (202)-435-9507 Date 11/25/13

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-6889 Date 11/25/2013
Contracting Officer's Signature _____
Telephone No. 304-480-8559 Date 11/25/2013

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

For
(11) BCPO Signature _____ _____ Date 11/26/2013

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester:	(2) Estimated Cost:	(3) Requisition Number:
Jeanine Joiner	$49,968.00 (Base + 1 Option year)	CFP-90100-13-0049

(4) Description of Required Supplies or Services:
HeinOnline Core Collection Plus, US. Federal Agency Library, History of Bankruptcy, Taxation and Economic Reform in America, Bar Journals Library, Intellectual Property Law Collection, American Indian Law Collection, American Law Institute Library, Congress and the Courts, History of Supreme Court Nominations, State Attorney General Reports and Opinions, Spinelli's Law Librarians Reference Library and Subject Compilations of State Laws.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements__X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

IAW FAR 6.301-1 Only one responsible source and no other supplies or services will satisfy agency requirements.

According to the attached email HeinOnline does not have any resellers. The content is proprietary, any user or organization can only derive access directly through the HeinOnliine.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

A search was conducted through FedBizOpps and the only information that came up was for HeinOnline Sole Source there is no other provider. Roxanne Marmion a Sales Representative at William S Hein & Co., Inc. was contacted and did confirm they have no resellers and their content is proprietary. Prism search was performed and one other award

was found for HeinOnline it was completed as a sole source.

Requisition Number: CFP-90100-13-0049

(9) Requisitioner's Signature and Title Jeanine Joiner
Telephone No. (202)435-9520 Date April 30, 2013

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Terri Pardee
Telephone No. 304-480-7293 Date 05/01/2013
Contracting Officer's Signature Dana Hanna
Telephone No. 304-480-7181 Date 05/01/2013

Small Business Specialist Signature Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 4/30/13

(11) BCPO Signature Acting Samuel J. Dimon Date 5/23/2013

ok to post 5/6/13 tj

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Nellisha Ramdass	(2) Estimated Cost: $42,189.00	(3) Requisition Number:

(4) Description of Required Supplies or Services:

Remote Management/ Device Control Software

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements __X__

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

and Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

CFPB requires virtualized device control software that meets the following requirements:

1. Granular control of device types
2. Allow write access to only one "branded" type of removable media
3. File/folder shadowing – logs read, write, file deletion, file renamed, etc. along with the user who performed them and the device the data originated from or which it was copied to.
4. File Whitelisting - Authorize Specific Files for Transfer
5. Mac and Windows support
6. Active Directory synchronization
7. Disconnected/offline protection

8. Ability to push updated policy/settings to PC/Mac

CFPB evaluated products within the industry to determine compatibility with CFPB's existing hosted cloud-based services. Of the products assessed, the Endpoint Protector product met all of the requirements, and can integrate into CFPB's infrastructure with minimal effort.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

CFPB conducted research on device control software products to determine which product could meet the agency's requirements (as noted above). The analysis revealed that similar device control products failed to meet the full breadth of requirements particularly the need to support Mac operating system and virtualization.
The EndPoint Protector product demonstrated superior performance and is available in a virtual appliance. Further market research showed that the virtualized version of the Endpoint Protector product is available only through the manufacturer.

Requisition Number:_____

(9) Requisitioner's Signature and Title _____
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature_____
Telephone No. _____ Date _____

Contracting Officer's Signature _____
Telephone No. _____ Date _____

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date_____

8. Ability to push updated policy/settings to PC/Mac

CFPB evaluated products within the industry to determine compatibility with CFPB's existing hosted cloud-based ·vices. Of the products assessed, the Endpoint Protector product met all of the requirements, and can integrate ɔ CFPB's infrastructure with minimal effort. This product is proprietary to the manufacturer.

See excel spreadsheet for analysis

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.

CFPB conducted research on device control software products to determine which product could meet the agency's requirements (as noted above). The analysis revealed that similar device control products failed to meet the full breadth of requirements particularly the need to support Mac operating system and virtualization.
The EndPoint Protector product demonstrated superior performance and is available in a virtual appliance. Further market research showed that the virtualized version of the Endpoint Protector product is available only through the manufacturer. A RFI was posted on NASA SEWP and we received responses that the EndPoint Software could be procured through the NASA SEWP RFQ tool and small businesses could provide these services. Only one SDVOSB has these manufacturer products on their contract. SDVOSB was be solicited in this requirement. RFQ was posted on NASA SEWP for two different software licenses and closed on 11/09/11. We only received one response for the PowerBroker and no responses for the EndPoint. During negotiations the contractor stated they did not propose on the EndPoint software because this product was not available except through the manufacturer at this time due to the product being of virtual nature.

·quisition Number: CFP-90300-12-0009

(9) Requisitioner's Signature and Title SEE ATTACHED EMAIL
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature Angela Gallas

Telephone No. 304-480-8953 Date 11/25/11

Contracting Officer's Signature _____
Telephone No. _____ Date _____

Small Business Specialist Signature
Loretta Osuna Cotto
(Review and Approval required if over $25,000)
Telephone No. 304-480-8717 Date 11/28/2011

(11) BCPO Signature for Jeannine Thomas Date 11/29/11

V:/Procurement/DPS Guidance/2007-0001 Sole or Limited Sources and Brand Name Justifications/Sole Source or Brand Name Justification under $100K Open Market Dec 07

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester: Sinead Dinkel	(2) Estimated Cost: $8597 (approx. [redacted] per person for eight people)	(3) Requisition Number:CFP-50100-12-0001

(3) Description of Required Supplies or Services: 2011 CRA & Fair Lending Colloquium

http://www.cracolloquium.com/agenda.html

Every year the nation's top compliance experts present their latest insights and current analysis of the Community Reinvestment Act (CRA), the Home Mortgage Disclosure Act (HMDA), and fair lending rules. The following people will attend the training. The cost estimates is as followed. The training will begin this Sunday, November 6th 2011 and will run through Wednesday November 9th 2011. It will take place in Baltimore, Maryland.

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X___

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

This is the only conference being offered with this specific criterion on fair lending and CRA, and it only held once per year. This conference will provide discussion from compliance practitioners and industry experts with best practices examples and analysis on regulatory trends and current developments in this area. This training is extremely pertinent training to the OFLEO because of the nature of the exams and the nature of the work that the attorneys and counsel will be doing to begin their work in the OFLEO for the CFPB. This conference focuses exclusively on CRA, HMDA and Fair Lending.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
pursing the internet,
We researched other trainings, but no other training with the specificity of this colloquium are being currently offered.

Requisition Number: CA[redacted]SO[redacted]-12-0009

(9) Requisitioner's Signature and Title See email
Telephone No. _____ Date _____

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. X7213 Date 11/4/11

Contracting Officer's Signature _____
Telephone No. X7180 Date 11/4/11

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date 11/4/11

BUREAU OF THE PUBLIC DEBT
SIMPLIFIED ACQUISITIONS
SOLE SOURCE OR BRAND NAME JUSTIFICATION

(1) Requester:	(2) Estimated Cost:	(3) Requisition Number:
Sinead Dinkel	$4,995.00 ($999.00 per person for five people)	TBD

(4) Description of Required Supplies or Services:

This annual conference gathers compliance experts to present their latest insights and current analysis of the Community Reinvestment Act (CRA), the Home Mortgage Disclosure Act (HMDA), and fair lending rules. This conference will have offer discussion from compliance practitioners and industry experts with examples and analysis on regulatory trends and current developments in this area. This conference focuses exclusively on CRA, HMDA and Fair Lending.

The following people will attend the training: Brian Kreiswirth, Rebecca Gelfond, Katherine Gillespie, Dionna Lewis and Christopher Davis. The cost estimates are approximately $4,995.00 (or $999 p/ person).

The training will begin on Monday, November 12th 2012 and will run through Thursday November 15th 2012. It will take place in San Antonio, TX.

http://cracolloquium.com/2012/agenda.html

(5) Authority Permitting a Sole Source Acquisition:
FAR 13.106-1(b)(1) - Contracting Officers may solicit from one source if the Contracting Officer determines that the circumstances of the contract action deem only one source reasonably available (*e.g.*, urgency, exclusive licensing agreements, brand name, or industrial mobilization).

(6) Describe why only one source can perform the required work:

Only one responsible source and no other supplies or services will satisfy agency requirements _X_

Unusual and compelling urgency____

Authorized or required by statute ____

Exclusive licensing agreements or proprietary information ____

Brand Name____
***(NOTE:** In accordance with FAR 11.105(a)(1), you must identify the particular brand name, product, or feature is essential to the Government's requirements, and market research which indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the agency's needs.)*

Industrial Mobilization____

(7) Rationale for determination in (6) above. Please attach Performance Work State (PWS), Statement of Work (SOW) or specifications and any other supporting documentation.

For background, the Office of Fair Lending oversees and enforces two key Federal fair lending laws. These include the Equal Credit Opportunity Act (ECOA), which protects consumers from discrimination on any prohibited basis (race, color, religion, national origin, sex, marital status, or age; receipt of public assistance income; or exercising rights under the Consumer Credit Protection Act), and the Home Mortgage Disclosure Act of 1975 (HMDA), which—among other things—requires certain lenders to collect and disclose data, including data on race, ethnicity, and sex, about home loan applicants and borrowers. The CRA & Fair Lending Colloquium is a consumer compliance event that focuses specifically on key aspects of this work of our Office, including HMDA compliance and fair lending monitoring. This conference will enable members of our Office to learn more about the industry's perspective on regulatory changes and compliance obligations with regards to HMDA and fair lending. This particular conference is the only conference of this size and scope that is offered at this current time with this breadth of topics related specifically to fair lending that are relevant to work of our Office.

(8) Describe the informal market survey and the results, or state why a market survey was not conducted.
We researched other trainings, but no other training with the specificity of this colloquium are being currently offered. This conference has approximately 450 people attending.. Research was completed via the Internet.

Sample conferences we researched which did not meet our needs included:

- Roundtables, which although useful, do not meet our need for the broader perspective which will be gained from this conference.
- Webinars, which useful, do not meet our need for discussion and dialogue.
- Past conferences (which occurred in 6+ months in past) and do not meet our need to engage in fair lending discussion and dialogue right now.
- Alternative conferences which were 1 day in length, and did not have the same panels of experts or breadth of topics.
- Alternative conferences which focused only on CRA compliance, not compliance for HMDA or ECOA.
- Fair Lending conferences on fair lending compliance which requested no CFPB personnel to be present.

Requisition Number: _____

(9) Requisitioner's Signature and Title _____, Project Manager
Telephone No. 202-435-7908 Date 10/12/12

(10) I determine the circumstances of this acquisition deem only one source reasonably available:

Contract Specialist Signature _____
Telephone No. 304-480-8537 Date 10/12/12

Contracting Officer's Signature _____
Telephone No. 304.480.7180 Date 10.12.12

Small Business Specialist Signature _____
(Review and Approval required if over $25,000)
Telephone No. _____ Date _____

(11) BCPO Signature _____ Date 10/15/12