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

1. REQUISITION NUMBER	PAGE	OF
	1	49

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
CFP-12-D-00002	05/01/2012			

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: CFP

CONSUMER FIN PROTECTION BUREAU
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20006-4702

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 WOSB PROGRAM
- EDWOSB
- 8(A)

NAICS: 541990

SIZE STANDARD: $14.0

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: SEE HEREIN - CFP

SEE HEREIN - CFP
SEE HEREIN

16. ADMINISTERED BY — CODE: CFPB

CONSUMER FINAN PROTECTION BUREA
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 20552

17a. CONTRACTOR/ OFFEROR — CODE: 017035762 — FACILITY CODE:

PRICEWATERHOUSECOOPERS LLP-1
1800 TYSONS BLVD
MCLEAN VA 22102-4261

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
CFP@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
	OFLEO Award (PricewaterhouseCoopers) Credit Card Vendor: NO Period of Performance: 05/01/2012 to 10/31/2013				
0001	Base Period. Services will be ordered, and funds provided, within Task Orders issued hereunder. No funds will be obligated on this document. Obligated Amount: $0.00				(b)(4)
	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.

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:

(b)(4),(b)(6)

30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
ELIE STOWE	01 May 2012

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
0002	Option Period. Services will be ordered, and funds provided, within Task Orders issued hereunder. No funds will be obligated on this document. Amount: (b)(4) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				0.00

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

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ATTACHMENTS

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SECTION ONE – SCHEDULE OF SUPPLIES, SERVICES, AND PRICES

1.0 GENERAL.

1.1 The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (12 U.S.C. 5491) (Dodd-Frank Act, or "the Act") established the Consumer Financial Protection Bureau (CFPB) 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.

1.2 The Office of Fair Lending and Equal Opportunity (OFLEO) within the CFPB is required under the Act to provide oversight and enforcement of federal fair lending laws, including the Equal Credit Opportunity Act (ECOA) and the Home Mortgage Disclosure Act (HMDA). To assist it in carrying out this mandate, OFLEO requires the assistance of Contractors who can process, review and analyze large quantities of mortgage and non-mortgage financial data. Therefore, the CFPB requires Contractor services for a period of twelve months with a possible additional six–month option period to assist OFLEO's fair lending work.

2.0 LABOR RATE TABLE.

2.1 The Labor Rate Table herein set forth the Labor Categories and Rates for both Key- and Non-Key personnel under this Contract. The rates are inclusive of all direct- and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, and will be applicable for the duration of the term of the contract and any Task Orders issued thereunder.

(b)(4)

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: $800,000.

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 Labor-Hour basis, a Fixed-Price basis, a Firm Fixed-Price basis, or a hybrid basis.

3.0 MINIMUM CONTRACT VALUE. The minimum dollar value of any contract awarded resulting from the RFP is $1,000 total. The exercise of an option period does not create entitlement to another guaranteed minimum dollar value.

SECTION TWO – STATEMENT OF REQUIREMENTS

1.0 SCOPE.

1.1 The Contractor(s) will work with large quantities of financial data, to be provided by the Government, in various commonly used file formats such as ASCII, Excel, Access, SAS or Stata. Most, if not all, of the data will be confidential supervisory information, and some of the data will contain sensitive Personal Identifiable Information (PII), so the Contractor(s) must be able to store the data securely and restrict access to only those who are explicitly authorized by the designated CFPB employee(s) to work on the data. The Contractor(s) will process and review the data and provide a description of the data including summary statistics. The Contractor(s) also will produce detailed reports on data errors, data deficiencies and unusual data patterns. The Contractor(s) also may be directed by the designated CFPB employee(s) to work directly with data providers to remedy any data errors and deficiencies and to gain a full understanding of the data.

1.2 The Contractor(s) will perform basic data manipulations such as converting data to specific formats, renaming data fields and coding data to make them consistent across different data sets, and merging or dividing data sets. The Contractor(s) also may be asked to perform more sophisticated data work such as geocoding data sets and using last and first names to identify the ethnicity and sex of credit applicants. The results of any data work, along with any programs and information used in connection with the data work, will be provided to the CFPB.

1.3 In consultation with the designated CFPB employee(s), the Contractor(s) may be asked to analyze data using regression and other statistical and non-statistical techniques. The Contractor(s) also may be asked to identify consumer files for matched-pair analysis. The Contractor(s) will provide to the CFPB explanations of what was done and all programs used in its analyses.

1.4 All of the Contractor's work product related to this contract belongs to the CFPB. All communications with, and work performed for, the CFPB will remain confidential and can only be disclosed with prior written permission from the CFPB.

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:

(b)(4),(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. The period of performance for the contract shall consist of a single, twelve-month base period and one, six-month option period, as follows:

Base Period:	01 May 2012 – 30 April 2013
First Option Period:	01 May 2013 – 31 October 2013

Contract Administration Data

4.0 AUTHORITY - CONTRACTING OFFICER. The Contracting Officer for the contract and any Task Order issued thereunder is identified within each obligating document. 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 Task Order(s), and notwithstanding any clauses contained elsewhere in the Task Order(s), 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.

5.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY.

5.1. The COR(s) shall be identified upon issuance of each Task Order.

5.2. 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.

5.3. 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";
- Causes a change the Task Order price, or the time required for performance;
- Changes any of the terms, conditions, or requirements of the Task Order;
- Interferes with the Contractor's right to perform under the terms and conditions of the Task Order; or
- Directs, supervises or otherwise controls the actions of the Contractor's employees.

5.4. 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 2.3 herein, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

5.5. 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*."

6.0 CONTRACTOR POINT-OF-CONTACT (POC). The Contractor's designated Point-of-Contact is the Contractor's Project Manager/Account Representative identified here:

(b)(4),(b)(6)
1800 Tyson's Boulevard
McLean, VA 22102-4261
(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.

7.0 CYBERSECURITY/IT SECURITY

7.1 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 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.

- *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.

- *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.

7.2 GENERAL REQUIREMENTS

7.2.1 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.

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.2.5 Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.

7.2.6 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.

7.2.7 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.

7.2.8 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).

7.2.9 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.

7.2.10 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.

7.2.11 The service provider will adhere to CFPB common security configurations and practices. Security configurations and practices include:

- 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.

- 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.

7.2.12 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.

7.2.13 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.

7.3 ADDITIONAL REQUIREMENTS

7.3.1 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.

7.3.2 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.

7.3.3 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.

7.3.3.1 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.

7.3.3.2 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.

7.3.3.3 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.

7.3.3.4 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.

7.3.3.4 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.

7.4 OBLIGATIONS OF THE CFPB

7.4.1 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.

7.4.2 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.

8.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

8.1 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.

8.2 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.

8.3 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).

8.4 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 .

8.5 Overpayments.

8.5.1 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.

8.5.2 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.

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

10.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

10.1 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.

10.2 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.

10.3 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).

10.4 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.

11.0 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.

12.0 TASK ORDER PROCEDURES

12.1 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.

12.2 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 that 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.)

12.3 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.

12.4 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.

12.4.1 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).

12.4.2 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.

12.4.3 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.

12.4.4 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.

12.4.5 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

13.0 CONFLICTS OF INTEREST.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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:

13.5.1 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.

13.5.2 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.

14.0 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.

15.0 INFORMATION TECHNOLOGY VIRUS SECURITY

15.1 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.

15.2 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."

15.3 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.

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

16.0 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.

17.0 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.

18.0 SECURITY AND CONFIDENTIALITY.

18.1 GENERAL. 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 of any call under the contract without first receiving written permission from the CFPB. Information acquired by the Contractor pursuant to the performance of any call under the contract shall not be disclosed by the Contractor to others without prior approval by the Contracting Officer.

18.2 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

18.2.1 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, thereto appertaining. All information collected under this contract shall be considered procurement sensitive. Contractor staff members must be United States citizens or possess legal resident status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

18.2.2 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.

18.2.3 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.

18.2.4 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.

18.2.4.1. All applicable personnel shall be United States citizens or have lawful permanent resident status (at least three years or more of US Residency from date of legal entry into the United States).

18.2.4.2 All applicable 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*"

18.2.4.3. 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*"

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

18.2.6 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.

18.2.7 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.

18.2.8 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.

18.3 "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.

19.0 TRANSPARENCY.

19.1 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.

19.2 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.

Contract Clauses

20.0 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. (End of clause)

FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)
FAR 52.217-5, EVALUATION OF OPTIONS (JUL 1990)
FAR 52.232-1, PAYMENTS (APR 1984)
FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)
FAR 52.246-6, INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

21.0 CLAUSES INCORPORATED BY FULL TEXT

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 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) (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)
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).
X (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters* (Jan 2012) (41 U.S.C. 2313).
_X__ (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).

___ (iii) *Alternate II* (Mar 2004).

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).

_X__ (iii) Alternate II (Oct 2001).

___ (iv) Alternate III (July 2010).

___ (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).

___ (ii) *Alternate I* (June 2003).

___ (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 Re-representation* (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns* (Nov 2011).

___ (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program* (Nov 2011).

X__ (26) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).

__ (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies* (Jul 2010) (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).

___ (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

___ (ii) *Alternate I* (May 2008) (42 U.S.C. 6962(i)(2)(C)).

___ (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).

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* (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).

___ (iii) Alternate II (Jan 2004).

___ (41) 52.225-5, *Trade Agreements* (Nov 2011) (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).

___ (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).

(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. (End of Clause)

FAR 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 eighteen months.

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ATTACHMENT 1 - SUBCONTRACTING PLAN

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4.2 Small Business Subcontracting Plan (Attachment 1)

Contractor: PricewaterhouseCoopers, LLP

Address: 1800 Tysons Blvd., McLean, VA 22102

Solicitation Number: CFP-12-R-00002

Item/Service: Data Analysis Services

Amount of Contract: (b)(4)

(b)(4)

Period of Contract Performance: (b)(4)

(b)(4)

I. GOALS

The Contractor shall submit its proposed subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this contract, or by such other date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business concerns (SB), Veteran-Owned Small Business concerns (VOSB), Service-Disabled Veteran-Owned Small Business concerns (SDVOSB), HUBZone Small Business concerns (HUBZone), Small Disadvantaged Business concerns (SDB), and Women-Owned Small Business concerns (WOSB), collectively referred to as "small business concerns". Goals may be negotiated once each fiscal year and incorporated into the contract.

The proposed goals shall be based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the utilization of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB.

A. The following percentage goals *(expressed in terms of a percentage of total planned subcontracting dollars)* are applicable to the contract period Year One.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is $(b)(4)

(b)(4)

   a. **LB Concerns.** Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of 1. above): (b)(4)

(b)(4)

   b. **SB Concerns.** Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns) (% of 1. above): (b)(4)

(b)(4)

c. **VOSB Concerns.** Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): (b)(4)

(b)(4)

d. **SDVOSB Concerns.** Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): (b)(4)

(b)(4)

e. **HUBZone Concerns.** Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above) (b)(4)

(b)(4)

f. **SDB Concerns.** Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): (b)(4)

(b)(4)

g. **WOSB Concerns.** Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): (b)(4)

(b)(4)

B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.

1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Subcontracted Product/Service	Business Size	Subcontract % Description or Dollar Amount
(b)(4)		

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns; i.e., explain the method and state

the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB were determined. Include any source lists used in the determination process.

(b)(4)

3. Indirect cost have (b)(4) have not (b)(4) been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.

(b)(4)

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the contractor to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated in writing to the Contracting Officer not more than thirty (30) days after such change, but will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name:	(b)(4),(b)(6)
Title:	Subcontracts Manager
Address:	1800 Tysons Blvd. McLean, VA 22102
Telephone #:	(b)(6)
Facsimile #:	
E-Mail:	

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns from as many sources as possible
- Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns to the maximum extent possible
- Ensuring inclusion of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns;
- Ensuring establishment and maintenance of records of solicitations and subcontract award activity
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals
- Preparing and submitting semi-annual and annual subcontract reports
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews, and
- Other duties include:

(b)(4)

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the offeror will make to ensure that SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations
2. Contacting business development organizations
3. Attending small and minority business procurement conferences and trade fairs
4. Requesting sources from the Central Contractor Registration (CCR)
5. Utilizing newspapers and magazine ads to encourage new sources
6. Other participation in efforts or activities to expand the socioeconomic database for this contract
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB sources before the acquisitions are placed by the buying activities, and
8. Additional efforts as needed and as opportunities are developed

B. Internal efforts to guide and encourage procurement personnel:

1. Presenting workshops, seminars, and training programs on the requirements of this plan
2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts

Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.

3. Monitoring activities to evaluate compliance with the subcontracting plan, and
4. Additional Efforts:

(b)(4)

IV. SUBCONTRACTING PLAN FLOWDOWN

The contractor agrees to include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of $550,000 ($1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan (FAR Part 19.704). The prime contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The contractor gives assurance of:

A. Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA)

B. Submission of periodic reports, which show compliance with the subcontracting plan, and

C. The Contractor shall submit the Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR), using the Government's Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the ISR and SSR reports electronically to a single, government- wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of ISR and SSR accomplishments using the eSRS will commence upon receipt of written notification from the Contracting Officer Representative.

D.

Reporting Period	Report Due	Due Date
October 1 - March 31	ISR	April 30th
April 1 - September 30	ISR	Oct 30th
Contract Completion	ISR	30 days of Contract Completion
October 1 - September 30	SSR	October 30th

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VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

A. If the prime contractor is not using CCR as its source for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors

B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB sources

C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold indicating whether SB, VOSB, SDVOSB, SDB, and WOSB concerns were solicited and/or why they were not, and, if applicable, the reason that the award was not made to a small business concern

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences, and trade fairs;

E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities 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);

F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans); and

G. Additional Records: No additional records for this plan.

This subcontracting plan was submitted by:

Signed: (b)(4),(b)(6)
Typed Name
Title: Principal
Date: January 6, 2011
Phone No.: (b)(6)
E-Mail:

PLAN ACCEPTED BY: _____
CFPB Contracting Officer

Date: 24 APRIL 2012

PLAN APPROVED BY: _____
CFPB Office of Small and Disadvantaged Business Utilization

Date:

ATTACHMENT 2 - CONFLICT OF INTEREST MITIGATION PLAN

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