

|   |                                    |  |  |
|---|------------------------------------|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   2                 |
| 2. AMENDMENT/MODIFICATION NO.<br>0005   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (if applicable)         |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5-F<br>200 Third Street<br>Attn: L. Hitt<br>Parkersburg WV 26101          | CODE<br>BPD-HITTLL                 | 7. ADMINISTERED BY (If other than item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (X) 9A. AMENDMENT OF SOLICITATION NO.  | 9B. DATED (SEE ITEM 11)                |
| CODE 017035762 FACILITY CODE  |                                    | (X) 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCEFBPA110001<br>0001   | 10B. DATED (SEE ITEM 13)<br>12/03/2010 |

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

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Decrease: -\$225,465.50

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>FAR 4.804-5(a) (15)  |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible):  
GSA Contract #: GS-35F-0263P

The purpose of this modification is to deobligate excess funds.

Discount Terms: N/30 PROMPT PAY  
FOB: Destination  
Period of Performance: 12/03/2010 to 06/03/2011

Change Item 0001 to read as follows (amount shown)  
Continued ...

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

|   |  |                  |   |                               |                             |
|---|--|------------------|---|-------------------------------|-----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 15B. CONTRACTOR/OFFEROR                  | 15C. DATE SIGNED | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON | 15B. UNITED STATES OF AMERICA | 16C. DATE SIGNED<br>7/24/12 |
|   | (Signature of person authorized to sign) |                  | (Signature of Contracting Officer)  |                               |                             |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCEFPBPA110001/0001/0005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001            | <p>is the obligated amount):</p> <p>IT Project Management Support Services</p> <p>Pricing: Pricing for this call shall be in accordance with PWC's pricing proposal dated 11/23/2010 as attached.</p> <p>Invoicing shall be in accordance with the invoicing schedule as attached.</p> <p>Delivery Location Code: CFP<br/>                     CFP<br/>                     1500 PENNSYLVANIA AVE, NW<br/>                     ATTN: NANI COLORETTI, MET SQUARE 6B<br/>                     WASHINGTON DC 20220 US<br/>                     Amount: \$0.00<br/>                     Accounting Info:<br/>                     CFP5577SFXXXX-2011-610001-CFP1000000-2513-00000000<br/>                     -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>Funded: \$0.00</p> <p>Delivery Location Code: CFP<br/>                     CFP<br/>                     1500 PENNSYLVANIA AVE, NW<br/>                     WASHINGTON DC 20220 US<br/>                     Amount: \$1,786,894.50<br/>                     Accounting Info:<br/>                     CFP5577SFXXXX-2011-610001-CFP2040000-2513-00000000<br/>                     -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>Funded: -\$225,465.50</p> |                 |             |                   | -225,465.50   |

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

0002 05/01/2012 CFP-20400-12-0029

6. ISSUED BY CODE BPD-RRANDOLPH 7. ADMINISTERED BY (if other than Item 6) CODE BPD

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

TPDCFPBPA110001  
 0003

10B. DATED (SEE ITEM 13)

11/07/2011

CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,370,000.00  
 See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>52.217-8 Option to Extend Services  |
|           | D. OTHER (Specify type of modification and authority)   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

The purposes of this modification are to:

1. Extend the period of performance through August 1, 2012.
2. Add CLIN 0002 for extended services. Services shall continue in accordance with the Call's SOW and Pricewaterhouse Coopers' proposal.
3. Obligate funds in the amount of \$1,370,000.00 to CLIN 0002.

Credit Card Vendor: NO  
 Continued ...

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 ALAN DOTSON  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 5/1/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
TPDCFPBPA110001/0003/0002

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002            | <p>LIST OF CHANGES:<br/>                     New Total Amount for this Award: (b)(4)<br/>                     Obligated Amount for this Modification:<br/>                     \$1,370,000.00<br/>                     New Total Obligated Amount for this Award:<br/>                     \$5,100,000.00</p> <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 08/01/2012</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$1,370,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,107,910.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Accounting Info:<br/>                     CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000<br/>                     -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>                     Funded: \$1,370,000.00<br/>                     Period of Performance: 05/01/2012 to 08/01/2012</p> |                 |             |                   | 1,370,000.00  |

|   |                                    |  |                                |
|---|------------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   4         |
| 2. AMENDMENT/MODIFICATION NO.<br>0001   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: L Barnes<br>Parkersburg WV 26101          | CODE<br>BPD-LBARNES                | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |
| CODE 017035762 FACILITY CODE  |                                    | 9B. DATED (SEE ITEM 11)  |                                |
|   |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0003   |                                |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>11/07/2011   |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>52.212-4(c) Changes  |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

This modification is being processed for the following reasons:

1. Incorporate the Internet Payment Platform (IPP) Clause
2. Add Neeraj Gupta as Alternate COTR. Neeraj may be reached at Neeraj.Gupta@cfpb.gov or 202-435-7092

Credit Card Vendor: NO

Discount Terms: N/30 PROMPT PAY

Period of Performance: 11/07/2011 to 04/30/2012

Continued ...

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

|   |   |   |
|---|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KERI A. MOORE |   |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  | 16B. UNITED STATES OF AMERICA<br><i>Keri A. Moore</i><br>(Signature of Contracting Officer) |
|   |   | 16C. DATE SIGNED<br>4/17/12   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
TPDCFPBPA110001/0003/0001

PAGE OF  
2 4

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | 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. |                 |             |                   |               |

## 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](mailto: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](mailto:contractadministration@bpd.treas.gov) (see 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).

## 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](mailto: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.

Attachment

Bureau of the Public Debt, Administrative Resource Center Waiver Form

The Bureau of the Public Debt's Electronic Invoicing And Payment Requirements Clause indicates a preference that all new awards made on or after 01/01/2012 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](mailto: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 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 xx 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: \_\_\_\_\_

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 0003  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BPD-RRANDOLPH  
Bureau of the Public Debt  
Division of Procurement  
Avery 5F  
200 Third Street  
Attn: R. Randolph  
Parkersburg WV 26101  
7. ADMINISTERED BY (If other than Item 6) CODE BPD  
Bureau of the Public Debt  
Division of Procurement  
Administration Branch  
Avery 5F  
200 Third Street  
Parkersburg WV 26101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
PRICewaterhouseCOOPERS LLP-1  
1800 TYSONS BLVD  
MCLEAN VA 22102-4261  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
TPDCFPBPA110001  
0003  
10B. DATED (SEE ITEM 13)  
11/07/2011  
CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
52.217-8 Option to Extend Services  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P  
The purposes of this modification is to allow travel under this Call and extend services through October 31, 2012 for CLIN 0002.  
IAW the BPA terms and conditions, Government-required travel will be reimbursed in accordance with the Federal Travel Regulations (FTR), FAR 31.205-46.  
Credit Card Vendor: NO  
Accounting Info:  
CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000  
-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX  
Continued ...

(b)(4),(b)(6)  
as heretofore changed, remains unchanged and in full force and effect.  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
DAVID K. MULLER  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED  
7/16/12  
(Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCFPBPA110001/0003/0003

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0002            | <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 10/31/2012</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$1,370,000.00.</p> <p>The travel Not-to-Exceed (NTE) amount is \$5,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,107,910.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Period of Performance: 05/01/2012 to 10/31/2012</p> |                 |             |                   | 0.00          |

1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

01/04/2011 BPD-MSHERIDA 7. ADMINISTERED BY (If other than Item 6) CODE BPD-MSHERIDA

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

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

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

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. TPDCFPBPA110001 0001

10B. DATED (SEE ITEM 13) 12/03/2010

CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

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

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

GSA Contract #: GS-35F-0263E  
The purpose of this modification to Call 0001 of this BPA is to remove Wayne Leiss as COTR. The assigned Contracting Officer's Technical Representative (COTR) is Laurie Gregorio. She can be reached at 202-435-7047 or at laurie.gregorio@do.treas.gov. Ms. Gregorio has been issued a letter specifying her responsibilities for this BPA and the scope and limits of authority.

There are no other changes to this Call.

Discount Terms: N/30 PROMPT PAY

Period of Performance: 12/03/2010 to 06/03/2011

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
GAREN L. DAVIS

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES  
1 1

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

0002

See Block 16C

n/a

6. ISSUED BY

CODE

BPD-BALLEN

7. ADMINISTERED BY (If other than Item 6)

CODE

BPD-BALLEN

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

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

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

(X) 9A. AMENDMENT OF SOLICITATION NO.

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

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

TPDCFPBPA10001

0001

10B. DATED (SEE ITEM 13)

12/03/2010

CODE 017035762

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>52.212-4 Contract Terms and Conditions-Commercial Items (June 2010) (c) Changes  |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

GSA Contract #: GS-35F-0253P

The purpose of this modification to Call 0001 of this BPA is to incorporate a revised schedule change. See attachment.

There are no other changes to this Call.

Discount Terms: N/30 PROMPT PAY

Period of Performance: 12/03/2010 to 06/03/2011

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ALAN DOTSON

15C. DATE SIGNED

Feb 9, 2011

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

2/9/11

|   |                                    |   |                                |
|---|------------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 1           |
| 2. AMENDMENT/MODIFICATION NO.<br>0003   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: B. Allen<br>Parkersburg WV 26101          | CODE<br>BPD-BALLEN                 | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third St<br>Atten: R. Dillon<br>Parkersburg WV 26101 | CODE<br>BPD-RDILLON            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE 017035762 FACILITY CODE  |                                    | 9B. DATED (SEE ITEM 11)   |                                |
|   |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0001  |                                |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>12/03/2010  |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

|           |  |
|-----------|--|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:   |
|           | D. OTHER (Specify type of modification and authority)  |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P  
The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Laurie Gregorio to Rachael Goldfarb. Rachael may be reached at 202-435-7279 or via email at Rachael.Goldfarb@treasury.gov.

LIST OF CHANGES:  
Reason for Modification : Other Administrative Action  
Discount Terms: N/30 PROMPT PAY  
Period of Performance: 12/03/2010 to 06/03/2011

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)     |                  |
|   |                  | BERNADETTE A. KERN   |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA                                  | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | <i>Bernadette A Kern</i><br>(Signature of Contracting Officer) | 6 24 11          |

|   |  |                                 |  |  |   |
|---|--|---------------------------------|--|--|---|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  | 1. CONTRACT ID CODE             |  | PAGE OF PAGES  |   |
|   |  |                                 |  | 1  | 2 |
| 2. AMENDMENT/MODIFICATION NO.<br>0004   |  | 3. EFFECTIVE DATE<br>09/29/2011 |  | 4. REQUISITION/PURCHASE REQ. NO.   |   |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: L Barnes<br>Parkersburg WV 26101          |  | CODE<br>BPD-LBARNES             |  | 5. PROJECT NO. (If applicable)   |   |
|   |  |                                 |  | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 |   |
|   |  |                                 |  | CODE<br>BPD  |   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |  | (x)                             |  | 9A. AMENDMENT OF SOLICITATION NO.  |   |
|   |  |                                 |  | 9B. DATED (SEE ITEM 11)  |   |
|   |  | x                               |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001   |   |
|   |  |                                 |  | 0001   |   |
|   |  |                                 |  | 10B. DATED (SEE ITEM 13)<br>12/03/2010   |   |
| CODE 017035762  |  | FACILITY CODE                   |  |  |   |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Rachael Goldfarb to Nellisha Ramdass and to designate Neeraj Gupta as Alternate COTR.

Govt COTR:  
Nellisha Ramdass  
Nellisha.Ramdass@cfpb.gov  
(202) 435-7782  
Continued ...

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

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |                  |
|   |                  | ALAN DOTSON  |                  |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA                              | 16C. DATE SIGNED |
| (Signature of person authorized to sign)      |                  | (Signature of Contracting Officer)                         | 9/29/11          |

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Alternate Govt COTR:<br/>           Neeraj Gupta<br/>           Neeraj.Gupta@cfpb.gov<br/>           (202) 435-7092</p> <p>Discount Terms: N/30 PROMPT PAY<br/>           Period of Performance: 12/03/2010 to 06/03/2011</p> <p>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.</p> |                 |             |                   |               |

**ORDER FOR SUPPLIES OR SERVICES**

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

|                                |   |                             |  |
|--------------------------------|---|-----------------------------|--|
| 1. DATE OF ORDER<br>12/03/2010 | 2. CONTRACT NO. (If any)<br>TPDCFPBPA110001       | 6. SHIP TO:                 |  |
| ORDER NO.<br>J1                | 4. REQUISITION/REFERENCE NO.<br>CFP-10000-11-0020 | a. NAME OF CONSIGNEE<br>CFP |  |

|   |   |                      |
|---|---|----------------------|
| 5. ISSUING OFFICE (Address correspondence to)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: T. White<br>Parkersburg WV 26101 | b. STREET ADDRESS<br>1500 PENNSYLVANIA AVE, NW<br>ATTN: NANI COLORETTI, MET SQUARE 6B |                      |
| c. CITY<br>WASHINGTON   | d. STATE<br>DC  | e. ZIP CODE<br>20220 |

|   |                  |
|---|------------------|
| 7. TO:  | f. SHIP VIA      |
| a. NAME OF CONTRACTOR<br>PRICEWATERHOUSECOOPERS LLP-1 | 8. TYPE OF ORDER |

|  |                                      |   |
|--|--------------------------------------|---|
| b. COMPANY NAME                                      | <input type="checkbox"/> a. PURCHASE | <input checked="" type="checkbox"/> b. DELIVERY   |
| c. STREET ADDRESS<br>1800 TYSON BLVD 9TH FL          | REFERENCE YOUR:                      | 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. |
| d. CITY<br>MC LEAN                                   | e. STATE<br>VA                       |   |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule |                                      | 10. REQUISITIONING OFFICE   |

|   |                                 |
|---|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))   | 12. F.O.B. POINT<br>Destination |
| <input type="checkbox"/> a. SMALL<br><input type="checkbox"/> b. OTHER THAN SMALL<br><input type="checkbox"/> c. DISADVANTAGED<br><input type="checkbox"/> d. WOMEN-OWNED<br><input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> f. EMERGING SMALL BUSINESS<br><input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |                                 |

|  |                              |                        |  |                                       |
|--|------------------------------|------------------------|--|---------------------------------------|
| 13. PLACE OF INSPECTION<br>Destination | b. ACCEPTANCE<br>Destination | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT<br>ON OR BEFORE (Date)<br>06/03/2011 | 16. DISCOUNT TERMS<br>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<br>This BPA call is being issued for IT project management support for the U.S. Department of Treasury on behalf of the Consumer Financial Protection Bureau in accordance with the attached Performance Continued ... |                      |          |                |            |                       |

|  |                           |                           |                           |
|--|---------------------------|---------------------------|---------------------------|
| 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.           | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO:   |                           |                           |                           |
| a. NAME<br>ARC/ASD/CFP   |                           |                           | \$2,012,360.00            |
| b. STREET ADDRESS (or P.O. Box)<br>ARC/ASD/CFP, AVERY 3G<br>PO BOX 1328<br>CFP@BPD.TREAS.GOV |                           |                           | 17(i) GRAND TOTAL         |
| c. CITY<br>PARKERSBURG   | d. STATE<br>WV            | e. ZIP CODE<br>26106-1328 |                           |

|   |  |
|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature)<br> | 23. NAME (Typed)<br>LISA R. STANLEY<br>TITLE: CONTRACTING/ORDERING OFFICER |
|---|--|

**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 12/03/2010 CONTRACT NO. TPDCFPBPA110001

ORDER NO  
0001

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)   | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f)   | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|--|----------------------------|-------------|----------------------|---|-----------------------------|
| 0001            | <p>Work Statement and PWC's technical and price proposal submitted on 11/23/2010.</p> <p>Accounting Info:<br/>CFP5577SFXXXX-2011-610001-CFP1000000-2513-0000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>Period of Performance: 12/03/2010 to 06/03/2011</p> <p>IT Project Management Support Services</p> <p>Pricing: Pricing for this call shall be in accordance with PWC's pricing proposal dated 11/23/2010 as attached.</p> <p>Invoicing shall be in accordance with the invoicing schedule as attached.</p> <p>The total amount of award: \$2,012,360.00.<br/>The obligation for this award is shown in box 17(i).</p> |                            |             |                      | <p align="center"><i>NTE</i></p> <p align="center">2,012,360.00</p> |                             |

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

\$2,012,360.00

**TASK ORDER REQUEST  
THE U.S. DEPARTMENT OF THE TREASURY ON BEHALF OF  
THE CONSUMER FINANCIAL PROTECTION BUREAU (CFPB)  
BLANKET PURCHASE AGREEMENT  
Performance Work Statement**

**IT Project Management Support Services – Task Order Request (BPA call #001)**

Section I: Scope of Effort

The Treasury Department/CFPB requires a contractor to perform planning tasks to define the basic Information Technology (“IT”) architecture to support the CFPB, and support tasks to ensure that the IT architecture is implemented so that the CFPB meets the deadlines defined in the Reform Act and meets its mission. This planning work shall be conducted in a series of three tasks over the next 24 weeks.

Planning Task 1 - Business Architecture Design (Weeks 1-8)

The planning phase shall begin with the design of the business architecture for the CFPB, including the underlying technology infrastructure required for its support. The technology design shall be formed by the business needs of the CFPB, as represented in high-level use cases that document the CFPB’s anticipated activities. Use cases shall be developed in a series of up to 10 workshops held at Treasury to ensure participation by key constituents which shall include key CFPB management including the CIO, CTO and other senior management. The business architecture design, supported by the use cases, will focus heavily on the front-end user interface to meet the consumer oriented mission of the CFPB, but shall consider the overall needs of the new entity.

**Task 1 Deliverables:**

- An MS Word document with high-level Use Case documentation of the CFPB’s key activities. These Use Cases will describe the key users of the IT infrastructure, and the most important business activities they will engage in at a high level. This will include up to 75 Use Cases to define all of the needs of the new Bureau.
- An MS Powerpoint document with the business architecture design including the underlying technology infrastructure. The Business Architecture will be sufficiently detailed to begin taking actions and committing government and other resources to implementation activities. The business architecture will include mission, vision, goals, objectives, capabilities, and performance metrics for the new Bureau. A Powerpoint high-level design for the main mission areas of the CFPB, including: Rule-making, enforcement, research and analytics reporting and financial education, and other mission areas as identified by Treasury.
- A Powerpoint high level design for the main support areas of the CFPB, including: HR, Financial Management, public affairs, planning and budgeting, and controls oversight.

Program Management Throughout the course of the planning phase, rigorous project management shall be maintained and transparency provided with standard tools including weekly status reports, risk and issue trackers, and executive reports (all delivered by email).

**Deliverables:**

- Weekly status reports in MS Powerpoint that documents tasks accomplished for the week, tasks planned for the next week, key accomplishments, and critical issues.
- Documented risk and issue tracker in MS Excel that will be actively managed to identify risks, mitigate them, and document their resolution to ensure efficient management.
- Monthly executive reporting in MS Powerpoint which will include a monthly project oversight meeting with key CFPB executives.

Planning Task 2 – Component Requirements (Weeks 9-16)

The business architecture shall inform the need for various technology components which will include generic IT systems like payroll and HR systems already present in other parts of the government, and more customer facing components such as an interactive front-end to support a rich consumer experience, including a web site and a customer contact center. Task 2 shall focus on defining the key IT

components required by the CFPB, and the high level requirements for those components. This task shall also include support for developing performance work statement(s) and evaluation factors and plan(s) PWS and technical evaluation factors/plans and service level agreements (SLAs) for components which are clearly required and can be procured or ordered easily (such as email).

**Deliverables:**

- An MS Powerpoint document with business process documentation which will outline in swim lanes the key actors in each business process, and the workflow and handoffs expected as the CFPB conducts its business. The initial set of business processes will include rule-making, enforcement, research and analytics reporting and financial education, and other mission areas as identified by Treasury. The business process documentation will include detailed description of work done by different departments that will support the web. For example, a rulemaking process would not just include a way to publish draft rules on the web, but also a plan to review those rules, capture and review comments regarding those rules, identifying the resources at Treasury required to support the process on the web to promote and disseminate those rules as well as long term plan for resources after CFPB startup has been completed.
- An MS Powerpoint document with high level cost estimates for new media requirements and an action plan to move forward sufficient to begin the implementation of the first version of the web site.
- An MS Powerpoint document with high level cost estimates for data infrastructure requirements sufficient to support the first wave of data analysis conducted by the CFPB
- An MS Powerpoint document with an inventory of, and high level cost estimates for, back office applications and infrastructure requirements, database structure, including a customer contact center, which will include a short term tactical plan to stand up basic services, and a longer term plan to develop a more robust and scalable solution.
- Performance Work Statement, technical evaluation factors and plan(s) to acquire the various components including up to 12 RFP's and or SLA's to procure/acquire the various components. Treasury/CFPB will ultimately be responsible for conducting the procurements.

Program Management Throughout the course of the planning phase, rigorous project management shall be maintained and transparency provided with standard tools including weekly status reports, risk and issue trackers, and executive reports (all by email).

**Deliverables:**

- Weekly status reports in MS Powerpoint the document tasks accomplished for the week, tasks planned for next week, key accomplishments, and critical issues.
- Documented risk and issue tracker in MS Excel that will be actively managed to identify risks, mitigate them, and document their resolution to ensure efficient management.
- Monthly executive reporting in MS Powerpoint which will include a monthly project oversight meeting with key CFPB executives.

Planning Task 3 – Implementation Planning (Weeks 17-24)

Once use cases are developed, and high-level requirements for each core component are documented per Task 2, an implementation roadmap shall be created to layout the best path to develop the CFPB's IT infrastructure to support the CFPB's missions and deadlines. This roadmap shall take into consideration the prioritization and sequencing of activities as well as execution risks and mitigation strategies.

**Task 3 Deliverables:**

- An MS Powerpoint document with the IT roadmap for implementation that allows the CFPB to begin implementing and standing up the first set of IT infrastructure.
- A work plan to support the roadmap that outlines key activities and deliverables to stand up the basic infrastructure to support the agency.
- A contingency planning document that identifies key risks present in the plan, and the appropriate contingency plans to manage and minimize the potential risks to the program.

Program Management Throughout the course of the planning phase, rigorous project management shall be maintained and transparency provided with standard tools including weekly status reports, risk and issue trackers, and executive reports (all by email).

Deliverables:

- Weekly status reports in MS Powerpoint the document tasks accomplished for the week, tasks planned for next week, key accomplishments, and critical issues.
- Documented risk and issue tracker in MS Excel that will be actively managed to identify risks, mitigate them, and document their resolution to ensure efficient management.
- Monthly executive reporting in MS Powerpoint which will include a monthly project oversight meeting with key CFPB executives.

Period of Performance

The period of performance for Tasks 1 through 3 shall be time boxed to 24 weeks to begin immediately after award.

Type of Order

The Government anticipates awarding this call as a labor hour order.

Government Furnished Property and Government Information

The Government will provide to the Contractor with office space located on the 1<sup>st</sup> floor at 1801 L St NW, Washington, DC. Equipment that will be provide is as follows: laptop, DORA key, docking stations, blackberry, telephones for a limited number of staff which is to be determined. The Government will provide the Contractor with access to any relevant consumer data or manuals used at the Treasury.

**PERFORMANCE REQUIREMENTS SUMMARY**

| <b>Deliverable</b>  | <b>Performance Standard</b>  | <b>Government Desired Time Frame</b> | <b>Contractor Proposed Time Frame, if unable to meet Govt desired timeframe</b> | <b>Monitoring Method</b> | <b>Incentive/ Disincentive</b> | <b>Invoicing Schedule</b>  |
|---|--|--------------------------------------|---|--------------------------|--------------------------------|--|
| Task 1<br>Use Case Documentation (MS Word)                                | Shall be delivered timely and shall describe the key users of the IT infrastructure and the most important business activities they will engage in, at a high level              | By the end of 8 weeks                |   | 100% Inspection          | Past Performance Evaluation    | The Contractor shall invoice for Task 1 after final COTR approval of all deliverables. |
| Task 1<br>Business Architecture Design (MS PowerPoint)                    | Shall be delivered timely and shall be sufficiently detailed to begin taking actions and committing government resources to implantation activities.                             | By the end of 8 weeks                |   | 100% Inspection          | Past Performance Evaluation    | The Contractor shall invoice for Task 1 after final COTR approval of all deliverables. |
| Task 2<br>Business Process Documentation (MS PowerPoint)                  | Shall be delivered timely and shall outline in swim lanes the key actors in each business process and the workflow and handoffs expected as the CFPB conducts its business       | By the end of 16 weeks               |   | 100% Inspection          | Past Performance Evaluation    | The Contract shall invc. for Task 2 after final COTR approval of all deliverables.     |
| Task 2<br>High Level Cost Estimates – Media Requirements (MS PowerPoint)  | Shall be delivered timely and shall include estimates for new media requirements and an action plan to move forward with the implementation of the first version of the web site | By the end of 16 weeks               |   | 100% Inspection          | Past Performance Evaluation    | The Contractor shall invoice for Task 2 after final COTR approval of all deliverables. |
| Task 2<br>High Level Cost Estimates – Data Infrastructure (MS PowerPoint) | Shall be delivered timely and shall include estimates for new data infrastructure sufficient to support the first wave of data analysis conducted by the CFPB                    | By the end of 16 weeks               |   | 100% Inspection          | Past Performance Evaluation    | The Contractor shall invoice for Task 2 after final COTR approval of all deliverables. |

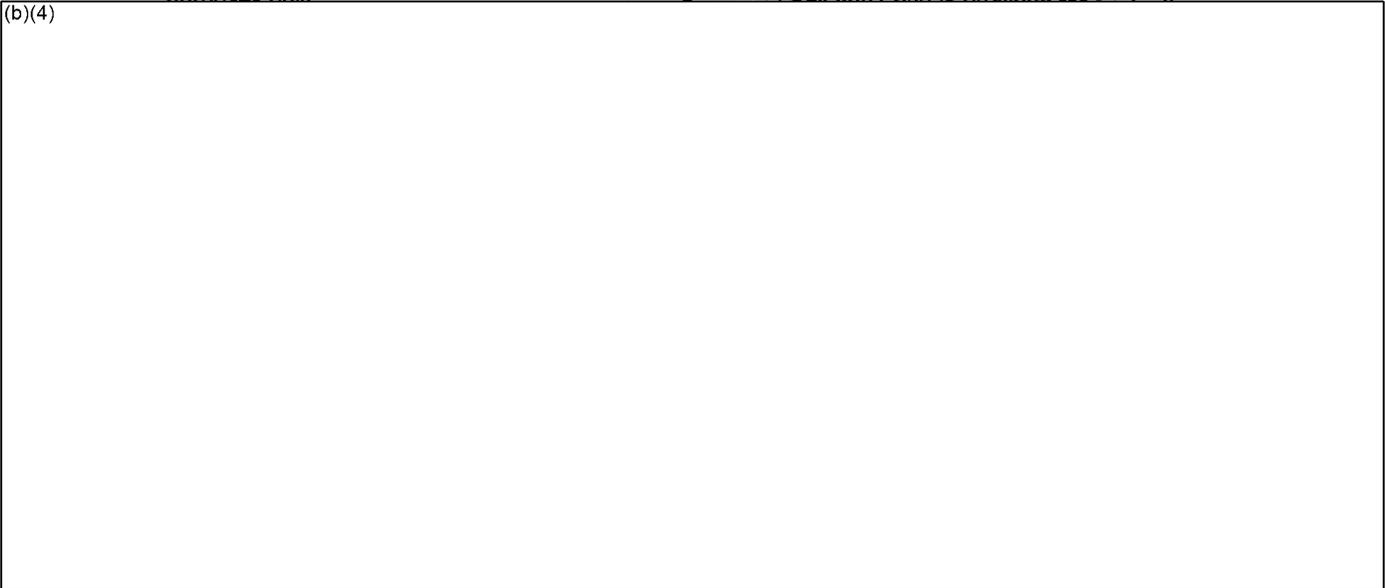
|  |   |   |  |   |                                   |  |
|--|---|---|--|---|-----------------------------------|--|
| Task 2<br>Inventory and<br>High Level<br>Cost Estimate<br>– Back Office<br>Applications<br>and<br>Infrastructure<br>Requirements<br>(MS<br>PowerPoint) | Shall be delivered timely and shall include inventory and high level cost estimates for back office and infrastructure requirements (includes a customer contact center, which shall include a short-term tactical plan for stand up and a long-term plan to develop a more robust and scalable solution) | By the end of<br>16 weeks                       |  | 100%<br>Inspection                                | Past<br>Performance<br>Evaluation | The<br>Contractor<br>shall invoice<br>for Task 2<br>after final<br>COTR<br>approval of<br>all<br>deliverables. |
| Task 3<br>IT Roadmap<br>(MS<br>PowerPoint)   | Shall be delivered timely and shall include an IT Roadmap for implementing and standing up the first set of IT infrastructure   | By the end of<br>24 weeks                       |  | 100%<br>Inspection                                | Past<br>Performance<br>Evaluation | The<br>Contractor<br>shall invoice<br>for Task 3<br>after final<br>COTR<br>approval of<br>all<br>deliverables. |
| Tasks 1-3<br>Program<br>Management<br>– Weekly<br>Status Report<br>(MS<br>PowerPoint)  | Shall be delivered timely and shall include an overview of all work performed for the prior week  | On-going<br>throughout<br>the first 24<br>weeks |  | Random<br>inspection,<br>and review<br>of content | Past<br>Performance<br>Evaluation | Not<br>Applicable  |
| Tasks 1-3<br>Program<br>Management<br>– Document<br>Risk and Issue<br>Tracker<br>(MS Excel)  | Shall be delivered timely and shall include an overview of all past, present, and potential future risks and issue (including current status)   | On-going<br>throughout<br>the first 24<br>weeks |  | Random<br>inspection,<br>and review<br>of content | Past<br>Performance<br>Evaluation | Not<br>Applicable  |
| Tasks 1-3<br>Program<br>Management<br>– Monthly<br>Executive<br>Report<br>(MS<br>PowerPoint)   | Shall be delivered timely and shall include an overview of all work performed for the prior month including overall project status  | On-going<br>throughout<br>the first 24<br>weeks |  | Random<br>inspection,<br>and review<br>of content | Past<br>Performance<br>Evaluation | Not<br>Applicable  |

|   |   |  |  |  |                             |  |
|---|---|--|--|--|-----------------------------|--|
| Task 2<br>Inventory and High Level Estimate<br>– Back Office Applications and Infrastructure Requirements (MS PowerPoint) | Shall be delivered timely and shall include inventory and high level cost estimates for back office and infrastructure requirements (includes a customer contact center, which shall include a short-term tactical plan for stand up and a long-term plan to develop a more robust and scalable solution) | By the end of 16 weeks                 |  | 100% Inspection                          | Past Performance Evaluation | The Contractor shall invoice for Task 2 after final COTR approval of all deliverables. |
| Task 3<br>IT Roadmap (MS PowerPoint)  | Shall be delivered timely and shall include an IT Roadmap for implementing and standing up the first set of IT infrastructure   | By the end of 24 weeks                 |  | 100% Inspection                          | Past Performance Evaluation | The Contractor shall invoice for Task 3 after final COTR approval of all deliverables. |
| Tasks 1-3<br>Program Management<br>– Weekly Status Report (MS PowerPoint)   | Shall be delivered timely and shall include an overview of all work performed for the prior week  | On-going throughout the first 24 weeks |  | Random inspection, and review of content | Past Performance Evaluation | Not Applicable   |
| Tasks 1-3<br>Program Management<br>– Document Risk and Issue Tracker (MS Excel)   | Shall be delivered timely and shall include an overview of all past, present, and potential future risks and issue (including current status)   | On-going throughout the first 24 weeks |  | Random inspection, and review of content | Past Performance Evaluation | Not Applicable   |
| Tasks 1-3<br>Program Management<br>– Monthly Executive Report (MS PowerPoint)   | Shall be delivered timely and shall include an overview of all work performed for the prior month including overall project status  | On-going throughout the first 24 weeks |  | Random inspection, and review of content | Past Performance Evaluation | Not Applicable   |

### 3.0 BPA Call 0001 Pricing Schedule

The following table provides the PwC Team pricing for BPA Call 0001 and is provided for informational purposes only.

(b)(4)



|  |   |                                  |                                |
|--|---|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>1                             | 3. EFFECTIVE DATE<br>01/03/2011   | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ADMINISTERED BY (If other than Item 6) CODE<br>BPD-MSHERIDA | Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: M. Sheridan<br>Parkersburg WV 26101 |                                  |                                |

|  |  |
|--|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSON BLVD 9TH FL<br>MC LEAN VA 22102-4257 | (x) 9A. AMENDMENT OF SOLICITATION NO.                        |
|  | 9B. DATED (SEE ITEM 11)                                      |
|  | X 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001 |
|  | 10B. DATED (SEE ITEM 13)<br>12/03/2010                       |
| CODE 017035762   | FACILITY CODE  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

|   |   |
|---|---|
| <input checked="" type="checkbox"/> ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X                                       | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|   | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|   | D. OTHER (Specify type of modification and authority)   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P  
The purpose of this modification to the setup of this BPA is to remove Wayne Leiss as COTR. The assigned Contracting Officer's Technical Representative (COTR) for this BPA is Laurie Gregorio. She can be reached at 202-435-7047 or at laurie.gregorio@do.treas.gov. Ms. Gregorio has been issued a letter specifying her responsibilities for this BPA and the scope and limits of authority.  
  
Attached is replacement for page 8 of Terms and Conditions that includes updated COTR information.  
  
There are no other changes to this BPA setup.  
Continued ...  
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |  |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>GAREN L. DAVIS |
| CONTRACTOR/OFFEROR                            | 16B. UNITED STATES OF AMERICA  |
| (Signature of person authorized to sign)      | (Signature of Contracting Officer)   |
| 15C. DATE SIGNED                              | 16C. DATE SIGNED<br>11/4/11  |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
TPDCFPBPA110001/0001

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
CEWATERHOUSECOOPERS LLP-1

| INO.<br>(A) |  | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-------------|--|--|-----------------|-------------|-------------------|---------------|
|             |  | Discount Terms: N/30 PROMPT PAY<br>Period of Performance: 12/03/2010 to 12/02/2011 |                 |             |                   |               |

## INSERT FOR PAGE 8 of TERMS and CONDITIONS - January 4, 2011

### 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](http://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 BPA # and BPA call # (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 Laurie Gregorio and she can be reached at 202-435-7047 or at [laurie.gregorio@do.treas.gov](mailto:laurie.gregorio@do.treas.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."

|   |                                    |   |                                |
|---|------------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 1           |
| 2. AMENDMENT/MODIFICATION NO.<br>0001   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: B. Allen<br>Parkersburg WV 26101          | CODE<br>BPD-BALLEN                 | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third St<br>Atten: R. Dillon<br>Parkersburg WV 26101 | CODE<br>BPD-RDILLON            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE 017035762 FACILITY CODE  |                                    | 9B. DATED (SEE ITEM 11)   |                                |
|   |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0002  |                                |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>06/04/2011  |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

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

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

GSA Contract #: GS-35F-0263P

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Laurie Gregorio to Rachael Goldfarb. Rachael may be reached at 202-435-7279 or via email at Rachael.Goldfarb@treasury.gov.

LIST OF CHANGES:

Reason for Modification : Other Administrative Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Award: \$2,097,880.00  
Discount Terms: N/30 PROMPT PAY  
Period of Performance: 06/04/2011 to 10/31/2011

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

|   |  |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>BERNADETTE A. KERN |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED   |
| 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>6.24.11  |

|   |  |                                    |  |  |  |
|---|--|------------------------------------|--|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |  | 1. CONTRACT ID CODE                |  | PAGE OF PAGES  |  |
|   |  |                                    |  | 1 3  |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0002   |  | 3. EFFECTIVE DATE<br>See Block 16C |  | 4. REQUISITION/PURCHASE REQ. NO.<br>CFP-20400-11-0009  |  |
| 8. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: R. Randolph<br>Parkersburg WV 26101       |  | CODE<br>BPD-RRANDOLPH              |  | 5. PROJECT NO. (if applicable)   |  |
|   |  |                                    |  | 7. ADMINISTERED BY (if other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 |  |
|   |  |                                    |  | CODE<br>BPD  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |  | (x)                                |  | 9A. AMENDMENT OF SOLICITATION NO.  |  |
|   |  |                                    |  | 9B. DATED (SEE ITEM 11)  |  |
|   |  |                                    |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0002   |  |
|   |  |                                    |  | 10B. DATED (SEE ITEM 13)<br>06/04/2011   |  |
| CODE 017035762  |  | FACILITY CODE                      |  |  |  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule Net Increase: \$222,960.00

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

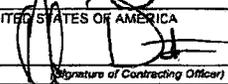
|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>52.212-4 (C) Changes  |
|           | D. OTHER (Specify type of modification and authority)   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P  
The purpose of this modification is to add funds in the amount of \$222,960.00 for additional IT Project Management Support Services in accordance with the attached statement of work (SOW) and PricewaterhouseCoopers' proposal dated July 28, 2011.

Discount Terms: N/30 PROMPT PAY  
Accounting Info:  
CFP5577SFXXXX-2011-610001-CFP2040000-2513-00000000  
-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX  
FOB: Destination  
Period of Performance: 08/08/2011 to 10/31/2011  
Continued ...

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

|  |  |   |  |
|--|--|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>(b)(4),(b)(6) |  | 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON (AD)  |  |
| 15C. DATE SIGNED<br>8/16/11                                    |  | 15D. UNITED STATES OF AMERICA<br><br>Signature of Contracting Officer |  |
| 15E. DATE SIGNED<br>8/17/11                                    |  | 15F. UNITED STATES OF AMERICA   |  |

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001            | <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>IT Project Management support for the planning of the CFPB business architecture and infrastructure.</p> <p>This is a Not-to-Exceed (NTE) Contract Line Item.</p> <p>Invoicing shall be in accordance with the invoicing schedule previously submitted at BPA setup.</p> |                 |             |                   | 222,960.00    |

The Consumer Financial Protection Bureau (CFPB) requires the Contractor to perform additional planning and project management tasks to support the development of CFPB's IT infrastructure requirements. CFPB is currently heavily leveraging the network infrastructure capabilities of the Treasury Department. CFPB will migrate off Treasury's network over the next six to 24 months, and requires Contractor support to plan and architect an independent, secure, reliable, nation-wide network for CFPB.

## Scope

The scope of required work includes planning the wide area network, office networks, internet and extranet connectivity, mobile and remote access and telephony systems. The plan shall define the roadmap to migrate out of the Treasury network, architect the CFPB network, and define the requirements for CFPB's potential network and telecommunication procurement(s).

The Contractor shall provide a design and plan for the following elements:

### WAN

- Plan and design MPLS network topology
- Define requirements for DMVPN, routing protocols, class of service
- Define bandwidth, access speeds, redundancy requirements for CFPB sites and data centers

### Internet / Extranet Connectivity

- Review and evaluate solutions to meet trusted internet connection requirements
- Define DNS, Proxy, Firewall requirements
- Design DMZ environment for external access to CFPB network
- Design network for secure transmission with external government and commercial entities

### Office Networks

- Plan and design local area networks and associated equipment (e.g., switches, routers, firewalls, gateways)

### Telephony and Video systems

- Design telephony system and convergence with network
- Design and evaluate peer to peer, mobile telephony, video solutions
- Telephony system that can accommodate remote offices and telework users
- Review vendor proposals, solution development, transition planning, and oversight of service installation

### Operations Planning

- Define redundancy requirements and design network for COOP
- Define resource requirements for procurement, build and O&M

|   |                                 |  |                                |  |
|---|---------------------------------|--|--------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   3         |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0003   | 3. EFFECTIVE DATE<br>09/29/2011 | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable) |  |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: L Barnes<br>Parkersburg WV 26101          | CODE<br>BPD-LBARNES             | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                    |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |  |
|   |                                 | 9B. DATED (SEE ITEM 11)  |                                |  |
|   |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCF BPA110001<br>0002   |                                |  |
|   |                                 | 10B. DATED (SEE ITEM 13)<br>06/04/2011   |                                |  |
| CODE 017035762  | FACILITY CODE                   |  |                                |  |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Rachael Goldfarb to Nellisha Ramdass and to designate Neeraj Gupta as Alternate COTR.

Govt COTR:  
Nellisha Ramdass  
Nellisha.Ramdass@cfpb.gov  
(202) 435-7782  
Continued ...

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

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON   |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
|   | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |
|   | 16C. DATE SIGNED<br>9/29/11   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

TPDCFPBPA110001/0002/0003

PAGE OF

2

3

NAME OF OFFEROR OR CONTRACTOR

PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Alternate Govt COTR:<br/>Neeraj Gupta<br/>Neeraj.Gupta@cfpb.gov<br/>(202) 435-7092</p> <p>Discount Terms: N/30 PROMPT PAY<br/>Period of Performance: 08/08/2011 to 10/31/2011</p> <p>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.</p> |                 |             |                   |               |

2. AMENDMENT/MODIFICATION NO. 0004  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BPD-RRANDOLPH  
 Bureau of the Public Debt  
 Division of Procurement  
 Avery 5F  
 200 Third Street  
 Attn: R. Randolph  
 Parkersburg WV 26101  
 7. ADMINISTERED BY (If other than Item 6) CODE BPD  
 Bureau of the Public Debt  
 Division of Procurement  
 Administration Branch  
 Avery 5F  
 200 Third Street  
 Parkersburg WV 26101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 PRICEWATERHOUSECOOPERS LLP-1  
 1800 TYSONS BLVD  
 MCLEAN VA 22102-4261  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 TPDCFPBPA110001  
 0002  
 10B. DATED (SEE ITEM 13)  
 06/04/2011  
 CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X 52.217-8 Option to Extend Services

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 GSA Contract #: GS-35F-0263P  
 The purpose of this modification is to extend the period of performance from October 31, 2011 to November 04, 2011.

Discount Terms: N/30 PROMPT PAY  
 Accounting Info:  
 CFP5577SFXXXX-2011-610001-CFP2040000-2513-0000000  
 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX  
 FOB: Destination  
 Period of Performance: 08/08/2011 to 11/04/2011

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 LORRAINE SMICKER  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Lorraine Smicker 10-31-2011  
 (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001            | <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>IT Project Management support for the planning of the CFPB business architecture and infrastructure.</p> <p>This is a Not-to-Exceed (NTE) Contract Line Item.</p> <p>Invoicing shall be in accordance with the invoicing schedule previously submitted at BPA setup.</p> |                 |             |                   | 0.00          |

|   |                                    |  |  |
|---|------------------------------------|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   2                 |
| 2. AMENDMENT/MODIFICATION NO.<br>0005   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable)         |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5-F<br>200 Third Street<br>Attn: L. Hitt<br>Parkersburg WV 26101          | CODE<br>BPD-HITTL                  | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.  | 9B. DATED (SEE ITEM 11)                |
| CODE 017035762 FACILITY CODE  |                                    | X: 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0002  | 10B. DATED (SEE ITEM 13)<br>06/04/2011 |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 18, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule Net Decrease: -\$185,252.85

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>FAR 4.804-5 (a) (15)   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 GSA Contract #: GS-35F-0263P

The purpose of this modification is to deobligate excess funds.

Delivery: 30 Days After Award  
 Discount Terms: N/30 PROMPT PAY  
 Accounting Info:  
 CFP5577SFXXXX-2011-610001-CFP2040000-2513-00000000  
 Continued ...

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

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
| 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>7/24/12   |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCEPBPA110001/0002/0005

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001            | <p>-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX</p> <p>FOB: Destination</p> <p>Period of Performance: 08/08/2011 to 11/04/2011</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>IT Project Management support for the planning of the CFPB business architecture and infrastructure.</p> <p>This is a Not-to-Exceed (NTE) Contract Line Item.</p> <p>Delivery Location Code: CFP<br/>                     CFP<br/>                     1500 PENNSYLVANIA AVE, NW<br/>                     ATTN: NANI COLORETTI, MET SQUARE 6B<br/>                     WASHINGTON DC 20220 US<br/>                     Amount: \$2,097,880.00</p> <p>Delivery Location Code: CFP<br/>                     CFP<br/>                     1500 PENNSYLVANIA AVE, NW<br/>                     ATTN: VICTOR PRINCE, MET SQUARE 6B4<br/>                     WASHINGTON DC 20220 US<br/>                     Amount: \$37,707.15</p> <p>Invoicing shall be in accordance with the invoicing schedule previously submitted at BPA setup.</p> |                 |             |                   | -185,252.85   |

**ORDER FOR SUPPLIES OR SERVICES**

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

|                                |   |  |
|--------------------------------|---|--|
| 1. DATE OF ORDER<br>06/04/2011 | 2. CONTRACT NO. (If any)<br>TPDCFPBPA110001       | 6. SHIP TO:<br>a. NAME OF CONSIGNEE<br>CFP |
| 3. ORDER NO.<br>2 0002         | 4. REQUISITION/REFERENCE NO.<br>CFP-20400-11-0003 |  |

|   |   |                |                      |
|---|---|----------------|----------------------|
| 5. ISSUING OFFICE (Address correspondence to)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: B. Allen<br>Parkersburg WV 26101 | b. STREET ADDRESS<br>1500 PENNSYLVANIA AVE, NW<br>ATTN: NANI COLORETTI, MET SQUARE 6B |                |                      |
|   | c. CITY<br>WASHINGTON   | d. STATE<br>DC | e. ZIP CODE<br>20220 |

|   |             |
|---|-------------|
| 7. TO:<br>a. NAME OF CONTRACTOR<br>PRICEWATERHOUSECOOPERS LLP-1 | f. SHIP VIA |
|---|-------------|

|                                       |  |   |
|---------------------------------------|--|---|
| b. COMPANY NAME                       | <input type="checkbox"/> a. PURCHASE   | <input checked="" type="checkbox"/> b. DELIVERY   |
| c. STREET ADDRESS<br>1800 TYSONS BLVD | REFERENCE YOUR:  |   |
| d. CITY<br>MCLEAN                     | 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. |   |
| e. STATE<br>VA                        | f. ZIP CODE<br>22102-4261  | 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<br>See Schedule | 10. REQUISITIONING OFFICE |
|--|---------------------------|

|  |                                 |
|--|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))  | 12. F.O.B. POINT<br>Destination |
| <input type="checkbox"/> a. SMALL<br><input type="checkbox"/> d. WOMEN-OWNED<br><input checked="" type="checkbox"/> b. OTHER THAN SMALL<br><input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> c. DISADVANTAGED<br><input type="checkbox"/> f. EMERGING SMALL BUSINESS<br><input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |                                 |

|                             |                        |   |                                       |
|-----------------------------|------------------------|---|---------------------------------------|
| 13. PLACE OF<br>Destination | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT<br>ON OR BEFORE (Date)<br>30 Days After Award | 16. DISCOUNT TERMS<br>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<br>This call is being issued for IT project management support for the U.S. Department of Treasury on behalf of the Consumer Financial Protection Bureau in accordance with the attached Performance Work Continued ... |                      |          |                |            |                       |

|  |                           |                           |                           |
|--|---------------------------|---------------------------|---------------------------|
| 18. SHIPPING POINT   | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.           | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO:   |                           |                           |                           |
| a. NAME<br>ARC/ASD/CFP   |                           |                           | \$2,097,880.00            |
| b. STREET ADDRESS (or P.O. Box)<br>ARC/ASD/CFP, AVERY 3G<br>PO BOX 1328<br>CFP@BPD.TREAS.GOV |                           |                           | 17(i) GRAND TOTAL         |
| c. CITY<br>PARKERSBURG   | d. STATE<br>WV            | e. ZIP CODE<br>26106-1328 |                           |

|   |  |
|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature)<br> | 23. NAME (Typed)<br>KERI A. MOORE<br>TITLE: CONTRACTING/ORDERING OFFICER |
|---|--|

**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.

06/04/2011 TPDCFPBPA110001

ORDER NO

0002

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)  | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0001            | <p>Statement. PWC's technical and price proposal submitted 05/19/2011 is incorporated by reference.</p> <p>Accounting Info:<br/>CFP5577SFXXXX-2011-610001-CFP2040000-2513-0000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>Period of Performance: 06/04/2011 to 10/31/2011</p> <p>IT Project Management support for the planning of the CFPB business architecture and infrastructure.</p> <p>Invoicing shall be in accordance with the invoicing schedule previously submitted at BPA setup.</p> <p>The total amount of award: \$2,097,880.00.<br/>The obligation for this award is shown in box 17(i).</p> |                            |             |                      | 2,097,880.00  |                             |

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

\$2,097,880.00

Scope:

The Consumer Financial Protection Bureau (CFPB) requires the Contractor to perform project management tasks to support the planning of CFPB's IT business architecture and infrastructure requirements.

IT Project Management Support

The Contractor shall provide IT project management support for the planning of new requirements and the ongoing maintenance of existing projects throughout the duration of this call order. The Contractor shall provide overall project management to include, but not be limited to, weekly status reports, risk and issue tracking, and executive briefings. The Contractor shall provide support for the overall IT project management process with an emphasis on prioritizing and sequencing the various IT projects as business needs change, and ensuring that IT resources are appropriately deployed to these programs to manage to the critical path, and that appropriate risks and contingencies are managed.

The Contractor shall continue to provide support for the CFPB IT Investment Review Board (IRB) process. Support shall include, but not be limited to: pre and post meeting management; preparation of meeting materials and agendas; preparation and ongoing maintenance of the CFPB IT portfolio; preparation of IT portfolio spending and status (e.g., total projects approved, total dollars approved, status of projected procurements); and collaboration with business unit representatives for the preparation of project briefing slides.

As part of overall project management support, the Contractor shall also provide market research, cost estimating and requirements writing support for current and future CFPB IT requirements, as may be directed. This support may include drafting Statements of Work (SOW) / Statements of Objectives (SOO), and assisting in the development of cost estimates, evaluation criteria, service level agreements and performance measures. The number of SOW/SOOs needed is expected to grow as more business needs are defined during the period of performance.

Deliverables: (Note all deliverables in this call order shall be delivered electronically and may be created in any MS Office suite product).

- Weekly status reports –At a minimum, the report shall document tasks accomplished for the week, tasks planned for next week, key accomplishments, and critical issues.
- Documented risk and issue tracker -Identify risks, mitigate any risks to the maximum extent possible and document their resolution to ensure efficient management. This issue/risk tracker shall be maintained throughout the period of performance for this call.

IT Project Management Planning Support

The Contractor shall meet with the CFPB Technology Team leadership as necessary to assess the current state and assist CFPB in planning the short term and long term

actions that will enable CFPB to stand up its technology infrastructure and services in order to support its mission. The Contractor shall review existing documentation on IT business requirements and the proposed IT infrastructure for CFPB, assist CFPB with defining and, as necessary, re-defining the priorities and plan for implementation for CFPB's IT systems and infrastructure. The Contractor shall review the existing IT resource structure and capacity and provide recommendations on what changes may be needed to ensure the appropriate project management structures are in place to build out and manage the IT business and infrastructure requirements for both the near term and long term. The Contractor shall review key IT programs required to build out the architecture, and provide CFPB with recommendations for process improvement with respect to IT project management and execution of these requirements.

The planning phase shall include the CFPB's continued design of its business architecture, including the underlying technology infrastructure required for its support. The Contractor shall work with the CFPB business unit representatives and IT staff to fully understand CFPB business needs and to develop and refine high-level use cases that document the Bureau's anticipated activities. The business architecture shall inform the need for various technology components, which will include generic IT systems like payroll and human resource (HR) systems already present in other parts of the government. The Contractor shall assist in documenting the key IT components required by the Bureau, and the high level requirements for those components. The Contractor shall continue to support existing CFPB requirements such as Consumer Response, Supervision, Data and Infrastructure, providing project management support to ensure the project remains within scope, within budget and on schedule.

**Deliverables:**

- High-level use case documentation of the Bureau's key activities. These Use Cases shall describe the key users of the IT infrastructure, and the most important business activities they will engage in at a high level.
- Business architecture design including the underlying technology infrastructure. The Business Architecture will be sufficiently detailed to allow for CFPB to begin taking actions and committing government and other resources to implementation activities. The business architecture shall include mission, vision, goals, objectives, capabilities, and performance metrics for the new bureau. A PowerPoint high level design for the main mission areas of the Bureau, including: Rule-making, enforcement, research and analytics reporting and financial education, and other mission areas as identified by CFPB senior management.
- High level design for the main support areas of the Bureau, including: HR, Financial Management, public affairs, planning and budgeting, and controls oversight.
- Business process documentation, which outlines in swim lanes the key actors in each business process, and the workflow and handoffs expected as the Bureau conducts its business. The business processes may include Rule-making, enforcement, research and analytics reporting and

financial education, and other mission areas as identified by CFPB senior management.

- High level cost estimates for data infrastructure requirements sufficient to support the first wave of data analysis conducted by the Bureau.
- An inventory of, and high level cost estimates for, back office applications and infrastructure requirements.
- Support existing requirements such as Consumer Response, Supervision, Data and Infrastructure, providing project management support to ensure the projects remain within scope, within budget and on schedule.

Period of Performance

The period of performance for Call 2 shall be from June 4, 2011 through October , 31, 2011, but may be extended in accordance with the BPA terms as may be necessary to accomplish the above Statement of Work

Task Type

This shall be a labor hour task.

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 1           |
| 2. AMENDMENT/MODIFICATION NO.<br>0002  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: M. Sheridan<br>Parkersburg WV 26101              | CODE<br>BPD-MSHERIDA               | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third St<br>Atten: R. Dillon<br>Parkersburg WV 26101 | CODE<br>BPD-RDILLON            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSON BLVD 9TH FL<br>MC LEAN VA 22102-4257 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE 017035762 FACILITY CODE   |                                    | 9B. DATED (SEE ITEM 11)   |                                |
|  |                                    | X 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPPBA110001  |                                |
|  |                                    | 10B. DATED (SEE ITEM 13)<br>12/03/2010  |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

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

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

GSA Contract #: GS-35F-0263P

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Laurie Gregorio to Rachael Goldfarb. Rachael may be reached at 202-435-7279 or at Rachael.Goldfarb@treasury.gov.

**LIST OF CHANGES:**

Reason for Modification : Other Administrative Action

Discount Terms: N/30 PROMPT PAY

Period of Performance: 12/03/2010 to 12/02/2011

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

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>BERNADETTE A. KERN  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
|   | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |
|   | 16C. DATE SIGNED<br>6-24-11   |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
 2. AMENDMENT/MODIFICATION NO. 0002  
 3. EFFECTIVE DATE 05/01/2012  
 4. REQUISITION/PURCHASE REQ. NO. CFP-20400-12-0029  
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE BPD-RRANDOLPH  
 Bureau of the Public Debt  
 Division of Procurement  
 Avery 5F  
 200 Third Street  
 Attn: R. Randolph  
 Parkersburg WV 26101  
 7. ADMINISTERED BY (if other than Item 6) CODE BPD  
 Bureau of the Public Debt  
 Division of Procurement  
 Administration Branch  
 Avery 5F  
 200 Third Street  
 Parkersburg WV 26101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 PRICEWATERHOUSECOOPERS LLP-1  
 1800 TYSONS BLVD  
 MCLEAN VA 22102-4261  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 TPDCFPBPA110001  
 0003  
 10B. DATED (SEE ITEM 13)  
 11/07/2011  
 CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Schedule Net Increase: \$1,370,000.00

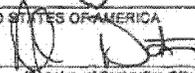
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 52.217-8 Option to Extend Services  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 GSA Contract #: GS-35F-0263P  
 The purposes of this modification are to:

- Extend the period of performance through August 1, 2012.
- Add CLIN 0002 for extended services. Services shall continue in accordance with the Call's SOW and Pricewaterhouse Coopers' proposal.
- Obligate funds in the amount of \$1,370,000.00 to CLIN 0002.

Credit Card Vendor: NO  
 Continued ...  
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|  |  |   |  |
|--|--|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>(b)(4),(b)(6) |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON AD  |  |
| 15C. DATE SIGNED<br>Apr. 30, 2012                              |  | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |  |
| 15B. DATE SIGNED   |  | 16C. DATE SIGNED<br>5/1/12  |  |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCFPBPA110001/0003/0002

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002            | <p>LIST OF CHANGES:<br/>                     New Total Amount for this Award: \$5,107,910.00<br/>                     Obligated Amount for this Modification:<br/>                     \$1,370,000.00<br/>                     New Total Obligated Amount for this Award:<br/>                     \$5,100,000.00</p> <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 08/01/2012</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$1,370,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,107,910.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Accounting Info:<br/>                     CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000<br/>                     -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>                     Funded: \$1,370,000.00<br/>                     Period of Performance: 05/01/2012 to 08/01/2012</p> |                 |             |                   | 1,370,000.00  |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 0003  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE BPD-RRANDOLPH  
Bureau of the Public Debt  
Division of Procurement  
Avery 5F  
200 Third Street  
Attn: R. Randolph  
Parkersburg WV 26101  
7. ADMINISTERED BY (If other than Item 6) CODE BPD  
Bureau of the Public Debt  
Division of Procurement  
Administration Branch  
Avery 5F  
200 Third Street  
Parkersburg WV 26101

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
PRICewaterhouseCOOPERS LLP-1  
1800 TYSONS BLVD  
MCLEAN VA 22102-4261  
9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. X  
TPDCFPBPA110001  
0003  
10B. DATED (SEE ITEM 13)  
11/07/2011  
CODE 017035762 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
52.217-8 Option to Extend Services  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P  
The purposes of this modification is to allow travel under this Call and extend services through October 31, 2012 for CLIN 0002.  
IAW the BPA terms and conditions, Government-required travel will be reimbursed in accordance with the Federal Travel Regulations (FTR), FAR 31.205-46.  
Credit Card Vendor: NO  
Accounting Info:  
CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000  
-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX  
Continued ...

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

(b)(4),(b)(6)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
DAVID K. MULLER  
16B. UNITED STATES OF AMERICA  
15C. DATE SIGNED July 16, 2012  
16C. DATE SIGNED 7/16/12  
(Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCFPBPA110001/0003/0003

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0002            | <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 10/31/2012</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$1,370,000.00.</p> <p>The travel Not-to-Exceed (NTE) amount is \$5,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,107,910.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Period of Performance: 05/01/2012 to 10/31/2012</p> |                 |             |                   | 0.00          |

|   |                                 |  |  |
|---|---------------------------------|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   3                 |
| 2. AMENDMENT/MODIFICATION NO.<br>0004   | 3. EFFECTIVE DATE<br>07/24/2012 | 4. REQUISITION/PURCHASE REQ. NO.<br>CFP-20400-12-0047  | 5. PROJECT NO. (If applicable)         |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5-F<br>200 Third Street<br>Attn: L. Hitt<br>Parkersburg WV 26101          | CODE<br>BPD-HITTL               | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                            |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.  | 9B. DATED (SEE ITEM 11)                |
| CODE 017035762  | FACILITY CODE                   | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0003   | 10B. DATED (SEE ITEM 13)<br>11/07/2011 |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$308,790.35

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

|           |  |
|-----------|--|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>52.212-4(c) Changes  |
|           | D. OTHER (Specify type of modification and authority)  |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

The purposes of this modification are to:

- 1) add additional funds in the amount of \$308,790.35 to call number 0003 CLIN number 0002 for the IT Program and project management support for various CFPB projects.
- 2) Change performance end date from 10/31/2012 to 08/10/2012.

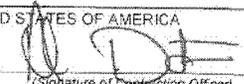
Credit Card Vendor: NO

Delivery Location Code: CFP

CFP

Continued ...

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

|   |                  |   |                             |
|---|------------------|---|-----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON   |                             |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>7/24/12 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCFPBPA110001/0003/0004

PAGE OF  
 2 3

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001            | <p>1500 PENNSYLVANIA AVE, NW<br/>                     WASHINGTON DC 20220 US</p> <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 08/10/2012</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>IT Program and Project Management Support</p> <p>The obligated amount is Not-to-Exceed (NTE) \$3,730,000.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Accounting Info:<br/>                     CFP5577SFXXXX-2012-610001-CFP2040000-2513-00000000<br/>                     -XXX-XX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>                     Funded: \$0.00<br/>                     Period of Performance: 11/07/2011 to 04/30/2012</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> |                 |             |                   | 0.00          |
| 0002            | <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$1,678,790.35.</p> <p>The travel Not-to-Exceed (NTE) amount is \$5,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,408,790.35</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Amount: \$1,370,000.00<br/>                     Accounting Info:<br/>                     CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000<br/>                     Continued ...</p>   |                 |             |                   | 308,790.35    |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCEPBPA110001/0003/0004

PAGE OF  
 3 3

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX<br>Funded: \$0.00<br><br>Amount: \$308,790.35<br>Accounting Info:<br>CFP5577SFXXX-2012-610001-CFP2040000-2511-00000000<br>-XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX<br>Funded: \$308,790.35<br>Period of Performance: 05/01/2012 to 08/10/2012 |                 |             |                   |               |

|   |                                    |  |                                |
|---|------------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES                  |
|   |                                    |  | 1 2                            |
| 2. AMENDMENT/MODIFICATION NO.<br>0005   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>CFP-20400-12-0052  | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: R. Randolph<br>Parkersburg WV 26101       | CODE<br>BPD-RRANDOLPH              | 7. ADMINISTERED BY (if other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |
| CODE 017035762 FACILITY CODE  |                                    | 9B. DATED (SEE ITEM 11)  |                                |
|   |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001<br>0003   |                                |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>11/07/2011   |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$1,341,209.65  
See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>52.212-4 (c) Changes   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

The purpose of this modification is to obligate additional funds in the amount of \$1,341,209.65 to Call 0003 CLIN number 0002 for the IT Program and Project Management support services for various CFPB projects.

The new total obligation for this Call is \$6,750,000.00.

The period of performance has been extended through October 31, 2012.

Credit Card Vendor: NO

Accounting Info:

Continued ...

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

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
| 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>8/7/12  |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 TPDCFPBPA110001/0003/0005

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002            | <p>CFP5577SFXXXX-2012-610001-CFP2040000-2511-00000000<br/>                     -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX</p> <p>FOB: Destination<br/>                     Period of Performance: 11/07/2011 to 10/31/2012</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>New Call to Contract number BPA Call<br/>                     TPDCFPBPA110001</p> <p>IT Program and Project Management Support</p> <p>The obligated amount for this line shall not exceed \$3,020,000.00.</p> <p>The travel Not-to-Exceed (NTE) amount is \$5,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$6,750,000.00</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.</p> <p>Period of Performance: 05/01/2012 to 10/31/2012</p> |                 |             |                   | 1,341,209.65  |

**ORDER FOR SUPPLIES OR SERVICES**

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

|   |                              |   |                           |   |                      |
|---|------------------------------|---|---------------------------|---|----------------------|
| 1. DATE OF ORDER<br>11/07/2011  |                              | 2. CONTRACT NO. (If any)<br>TPDCFPBPA110001       |                           | 6. SHIP TO:   |                      |
| ORDER NO.<br>0003   |                              | 4. REQUISITION/REFERENCE NO.<br>CFP-20400-12-0009 |                           | a. NAME OF CONSIGNEE<br><br>CFPB  |                      |
| 5. ISSUING OFFICE (Address correspondence to)<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: R. Randolph<br>Parkersburg WV 26101  |                              |   |                           | b. STREET ADDRESS<br>1801 L Street  |                      |
|   |                              |   |                           | c. CITY<br>Washington   | e. ZIP CODE<br>20220 |
| 7. TO:  |                              |   |                           | f. SHIP VIA   |                      |
| a. NAME OF CONTRACTOR<br>PRICEWATERHOUSECOOPERS LLP-1   |                              |   |                           | 8. TYPE OF ORDER  |                      |
| b. COMPANY NAME   |                              |   |                           | <input type="checkbox"/> a. PURCHASE  |                      |
| c. STREET ADDRESS<br>1800 TYSONS BLVD   |                              |   |                           | REFERENCE YOUR:   |                      |
|   |                              |   |                           | <input checked="" type="checkbox"/> 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. |                      |
| d. CITY<br>MCLEAN   |                              | e. STATE<br>VA                                    | f. ZIP CODE<br>22102-4261 |   |                      |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule  |                              |   |                           | 10. REQUISITIONING OFFICE<br>CONSUMER FINANCIAL PROTECTION  |                      |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))   |                              |   |                           | 12. F.O.B. POINT<br>Destination   |                      |
| <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED<br><input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> h. VETERAN-OWNED |                              |   |                           |   |                      |
| 13. PLACE OF  |                              | 14. GOVERNMENT B/L NO.                            |                           | 15. DELIVER TO F.O.B. POINT<br>ON OR BEFORE (Date)  |                      |
| a. INSPECTION<br>Destination  | b. ACCEPTANCE<br>Destination |   |                           | 16. DISCOUNT TERMS<br>N/30 PROMPT PAY   |                      |

**17. SCHEDULE (See reverse for Rejections)**

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b)  | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
|                 | GSA Contract #: GS-35F-0263P<br>The purpose of this BPA Call is to acquire IT Project Management Support for the Consumer Financial Protection Bureau (CFPB).<br><br>Services shall be provided in accordance<br>Continued ... |                         |             |                   |               |                          |

|   |                |                           |  |  |  |                                 |
|---|----------------|---------------------------|--|--|--|---------------------------------|
| 18. SHIPPING POINT  |                | 19. GROSS SHIPPING WEIGHT |  | 20. INVOICE NO.  |  | 17(h)<br>TOTAL<br>(Cont. pages) |
| 21. MAIL INVOICE TO:  |                |                           |  |  |  |                                 |
| a. NAME<br>ARC/ASD/CFP  |                |                           |  | \$3,730,000.00   |  | 17(i)<br>GRAND TOTAL            |
| b. STREET ADDRESS<br>(or P.O. Box)<br>ARC/ASD/CFP, AVERY 3G<br>PO BOX 1328<br>CFP@BPD.TREAS.GOV |                |                           |  | \$3,730,000.00   |  |                                 |
| c. CITY<br>PARKERSBURG  | d. STATE<br>WV | e. ZIP CODE<br>26106-1328 |  |  |  |                                 |
| UNITED STATES OF AMERICA BY (Signature)<br><br>   |                |                           |  | 23. NAME (Typed)<br>KERI A. MOORE<br>TITLE: CONTRACTING/ORDERING OFFICER |  |                                 |

**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<br>11/07/2011 | CONTRACT NO.<br>TPDCFPBPA110001 | ORDER NO.<br>0003 |
|-----------------------------|---------------------------------|-------------------|

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)  | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0001            | <p>with the attached Statement of Work (SOW) and the terms and conditions of Blanket Purchase Agreement (BPA) TPDCFPBPA110001.</p> <p>This BPA Call hereby references Pricewaterhouse Coopers proposal dated October 24, 2011.</p> <p>Invoicing shall be submitted in accordance with the payment terms and paid upon hours worked and approval of the COTR.</p> <p>Accounting Info:<br/>CFP5577SFXXX-2012-610001-CFP2040000-2513-0000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br/>Period of Performance: 11/07/2011 to 04/30/2012</p> <p>IT Program and Project Management Support</p> <p>The obligated amount is Not-to-Exceed (NTE) \$3,730,000.00.</p> <p>The Call's Not-to-Exceed (NTE) amount is \$5,107,910.00.</p> <p>The contractor shall notify the Contracting Officer (CO) when 80% of the obligation is expended. The contractor shall not exceed the obligated amount.<br/>Fully Funded Obligation Amount\$5,107,910.00</p> <p>The total amount of award: \$5,107,910.00.<br/>The obligation for this award is shown in box 17(i).</p> |                         |             |                   | 3,730,000.00  |                          |

*Amount listed*

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

\$3,730,000.00

## 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 CFPB 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.

|   |                                 |  |                                |
|---|---------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   2         |
| 2. AMENDMENT/MODIFICATION NO.<br>0003   | 3. EFFECTIVE DATE<br>09/29/2011 | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: L Barnes<br>Parkersburg WV 26101          | CODE<br>BPD-LBARNES             | 7. ADMINISTERED BY (If other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>PRICewaterhouseCOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |
| CODE 017035762 FACILITY CODE  |                                 | 9B. DATED (SEE ITEM 11)  |                                |
|   |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001   |                                |
|   |                                 | 10B. DATED (SEE ITEM 13)<br>12/03/2010   |                                |

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| X         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

GSA Contract #: GS-35F-0263P

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) from Rachael Goldfarb to Nellisha Ramdass and to designate Neeraj Gupta as Alternate COTR.

Govt COTR:  
Nellisha Ramdass  
Nellisha.Ramdass@cfpb.gov  
(202) 435-7782  
Continued ...

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

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                           | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON   |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED  |
|   | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |
|   | 16C. DATE SIGNED<br>9/29/11   |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
TPDCFPBPA110001/0003

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Alternate Govt COTR:<br/>Neeraj Gupta<br/>Neeraj.Gupta@cfpb.gov<br/>(202) 435-7092</p> <p>Discount Terms: N/30 PROMPT PAY<br/>Period of Performance: 12/03/2010 to 12/02/2011</p> |                 |             |                   |               |

|  |                                    |  |                                |
|--|------------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 1           |
| 2. AMENDMENT/MODIFICATION NO.<br>0004  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: R. Randolph<br>Parkersburg WV 26101      | CODE<br>BPD-RRANDOLPH              | 7. ADMINISTERED BY (if other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                    | 9A. AMENDMENT OF SOLICITATION NO.<br>(X)   |                                |
|  |                                    | 9B. DATED (SEE ITEM 11)  |                                |
|  |                                    | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>X TPDCFBBPA110001   |                                |
|  |                                    | 10B. DATED (SEE ITEM 13)<br>12/03/2010   |                                |
| CODE 017035762   | FACILITY CODE                      |  |                                |

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

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>52.212-4 (c) Changes  |
|           | D. OTHER (Specify type of modification and authority)   |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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

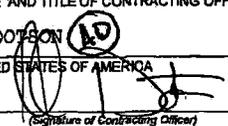
GSA Contract #: GS-35F-0263P

The purpose of this modification is to incorporate Conflict of Interest Clauses on pages ten (10) and eleven (11). Revised pages 11-13 and added page 14 (see attached).

Discount Terms: N/30 PROMPT PAY

Period of Performance: 12/03/2010 to 12/02/2011

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

|               |   |                                |
|---------------|---|--------------------------------|
| (b)(4),(b)(6) | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>ALAN DOTSON   | 16C. DATE SIGNED<br>11/7/11    |
|               | 15B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 15C. DATE SIGNED<br>11/04/2011 |

**THE U.S. DEPARTMENT OF THE TREASURY ON BEHALF OF  
THE CONSUMER FINANCIAL PROTECTION BUREAU(CFPB)  
BLANKET PURCHASE AGREEMENT (BPA)  
IT Project Management Services  
TERMS AND CONDITIONS**

**1. DESCRIPTION OF BLANKET PURCHASE AGREEMENT (BPA)**

The BPA will provide for calls to be issued on a firm-fixed price basis to the maximum extent possible, however labor hour or time-and-materials calls may be issued if required. The BPA will be effective upon signature of the Contracting Officer (CO) and will expire 1 year from date of agreement. The agreement may be discontinued unilaterally at anytime by either party with 30 days written notice, and may be rewritten or revised at the option of the CO. Any such revision shall be accomplished by modification to the resulting BPA. A call becomes a binding contract when it is accepted for a specific service and amount.

**2. EXTENT OF OBLIGATION**

The Government is obligated under this BPA only to the extent of the authorized calls actually placed by authorized personnel and accepted by the contractor. This BPA does not obligate any funds.

**3. PRICING**

Prices of the resulting BPA are as specified in the contractor's price list approved by the CO. Contractor shall notify the CO of any changes pertaining to the GSA contract which affects the terms and conditions of the BPA. The Contractor warrants that the price of services furnished are not in excess of those they would charge their most favored customer(s) for like services in like quantities.

**4. PURCHASE LIMITATION**

BPA calls placed by authorized personnel from the Bureau of Public Debt listed on the "approved caller list at the time of BPA establishment" may exceed the Contractor's GSA contract's maximum order limitation if determined appropriate. Contractor shall consider a reduction in price if a call exceeds this threshold.

**5. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE CALLS AND DOLLAR LIMITATIONS**

A list of authorized individuals will be provided to the Contractor by the CO. The Contractor is responsible for proper verification of authorized individuals by checking the list of authorized callers provided by the CO and/or by contacting the Contracting Officer.

**6. BPA CALL ORDER PROCESS**

The following is an explanation of how the services will be requested after the BPA is established. A call specifies and authorizes work to be accomplished by the Contractor to satisfy Government task requirements. The calls issued under this BPA will not be synopsisized. All calls will be issued by authorized personnel. At the BPA call level, the Government will determine what type of pricing arrangement will be used.

**Task Proposal Requests**

- a) A request for services will be initiated by the submission of the task proposal request (TPR) 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 BPA. 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 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 task proposal request within five (5) calendar days, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following:
- 1) A technical proposal specifying the Contractor's performance work statement including the proposed approach to performing the required work, a list of key personnel and associated resumes.
  - 2) A detailed work schedule identifying all significant milestones and deliverables.
  - 3) A price proposal for the required work on a firm-fixed price, labor hour or time-and-material basis as stated in the task proposal request. If travel is required, the Contractor shall provide pricing in accordance with the instructions in the task proposal request and via the procedures in section 7.0. The Contractor shall also include any direct costs associated with material or shipping costs in accordance with their GSA schedule.
  - 4) Invoicing Schedule will be determined at the BPA call level.
- c) The Government will review the proposal. Negotiations may be held to clarify the request or the resulting proposal until a finalized proposal is accepted by the Government. The Government may negotiate with the Contractor regarding the technical approach, proposed staff and technical ability, proposed staffing hours, or any other identified issues.
- d) Should the Government determine to proceed with the work identified in the task proposal; a call will be issued by the Contracting Officer to specify the work to be performed by the Contractor. All calls will be unilateral, not requiring the Contractor's signature. Calls may be transmitted via e-mail. At a minimum, each call issued under this BPA will include the following:
- 1) A BPA call 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 price amount and estimated travel if required.
  - 6) The obligation of funds.
  - 7) The payment schedule/terms.
- e) Acceptance of proposals may result in call(s) being issued subject to the terms and conditions of this BPA. In the event of a conflict between a call and this BPA, the BPA shall prevail.
- f) The Contractor shall not proceed with any work until a BPA call is issued by the Contracting Officer. Each call 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 task proposal request 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 Contracting Officer is the only individual who can commit the Government to the expenditure of funds in connection with this BPA.

## **7. TRAVEL & TRAVEL INVOICING PROCEDURES**

Travel costs will not be reimbursed by the Government, unless expressly required pursuant to a BPA call. Government-required travel is not anticipated, but if expressly required by a BPA call, will be reimbursed in accordance with the Federal Travel Regulations (FTR), FAR 31.205-46.

## **8. INTERPRETATION OF BPA AND 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.

**9. 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.

**10. GOVERNMENT HOLIDAYS**

The Treasury/CFPB observes the federal holidays that are listed below and also on the Office of Personnel website at: <https://www.opm.gov/fedhol/>. Holidays falling on Saturdays are observed the Friday preceding the holiday, while those falling on Sundays are observed on the Monday following the holiday.

|                               |                             |
|-------------------------------|-----------------------------|
| New Years Day                 | January 1 <sup>st</sup>     |
| Martin Luther King's Birthday | Third Monday in January     |
| President's Day               | Third Monday in February    |
| Memorial Day                  | Last Monday in May          |
| Independence Day              | July 4 <sup>th</sup>        |
| Labor Day                     | First Monday in September   |
| Columbus Day                  | Second Monday in October    |
| Veterans Day                  | November 11 <sup>th</sup>   |
| Thanksgiving Day              | Fourth Thursday in November |
| Christmas Day                 | December 25 <sup>th</sup>   |

**11. GOVERNMENT-FURNISHED PROPERTY OR INFORMATION**

Any Government property and/or information to be provided to the Contractor will be outlined, as applicable, at the BPA call level.

**12. NON-PERSONAL SERVICES**

The services to be rendered under the resulting calls 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.

**13. PERSONNEL REQUIREMENTS**

**Personnel Qualifications**

The Government reserves the right to approve key personnel and other professional staff assigned to this BPA and to consider them "key personnel." Contractor personnel shall be qualified to perform the services described in each BPA call. Resumes describing the qualifications of the Contractor's key personnel shall be submitted as part of the response to a task request.

**Substitution of Contractor Key Personnel**

The Contractor shall submit a written request to the COTR 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 COTR. The Contracting Officer will decide any disputes regarding the substitution of any key personnel.

**14. INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performed under the BPA and BPA calls will be conducted by the COTR and will be completed to ensure the Contractor remains in compliance with the requirements and specifications outlined in the BPA. When conducting inspection, the COTR will review the services

performed to ensure that requirements are met in accordance with the BPA and BPA Call Quality Assurance Surveillance Plan (QASP).

## **15. PERIOD OF PERFORMANCE**

The Blanket Purchase Agreement has a one-year duration, unless otherwise modified by the CO.

## **16. CONFIDENTIALITY**

The Contractor recognizes that, in performing under this BPA, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the BPA, 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 BPA 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 BPA 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 on the BPA call and not contact CFPB technical personnel). See Attachment A for the non-disclosure agreement form.

The Contractor shall comply with all requirements and restrictions of this BPA concerning release of information, non-disclosure, and unauthorized use of Treasury or CFPB files or information, physical security, records, Privacy Act (including all provisions related to the collection and release of PII), records access and custody, and any other provisions regarding confidentiality, privacy, and security. Violation of any such requirement or restriction shall be deemed a material breach of the BPA and may give rise to damages and/or withholding of payment and any other legal or equitable remedies to which the Government may be entitled.

## **17. 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, is 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.

## **18. SECURITY AND CONFIDENTIALITY**

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

## **19. CONTRACTOR PERSONNEL SECURITY**

### **a) Pre-Screening of Personnel and Removal of Unacceptable Personnel**

The Contractor shall ensure that all applicable personnel working on this BPA call, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- b) All applicable personnel shall be United States citizens or have lawful permanent resident status.
  - i. All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this BPA call until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
    - ii. Completed fingerprint cards
    - iii. Non-disclosure Agreement
    - iv. Fair Credit Reporting Act Release
    - v. SF 85-P, "Questionnaire for Public Trust Positions"
- c) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- d) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this BPA: 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 Government 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 NACLC investigation requirement.

## **20. COMMUNICATIONS AND CORRESPONDENCE PROCEDURES**

No Contractor staff (including subcontractor staff) shall 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 BPA and subsequent BPA calls shall be safeguarded as "For Official Use Only" information unless prior written approval is obtained from the COTR.

All communication between CFPB and Contractor shall include electronic notifications to the COTR.

## **21. PERFORMANCE EVALUATION**

This BPA and each call over \$150,000.00 are subject to a performance evaluation. Following the end of each annual period, calls over \$150,000.00 and BPA completion, 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 of Public Debt's 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](http://www.ppirs.gov).

## **ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)**

### **PAYMENT SCHEDULE**

The contractor shall provide an invoice as identified in each BPA call.

## 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](http://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 BPA # and BPA call # (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 Wayne Leiss and he can be reached at 202-435-7016 or at [wayne.leiss@do.treas.gov](mailto:wayne.leiss@do.treas.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."

## **52.204-9 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.

## **52.252-2 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. The full text of a clause may be accessed electronically at the following address: [farsite.hill.af.mil](http://farsite.hill.af.mil).

## **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**

## **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 BPA calls. 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 BPA expiration date.

## **52.223-18 – CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)**

(a) Definitions. As used in this clause—  
“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)  
(OCT 2010)**

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIS.

(i) Public requests for system information that was submitted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

**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 performance 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 any order 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.

(End of clause)

#### **ORGANIZATIONAL CONFLICT OF INTEREST - ACCESS TO PROPRIETARY INFORMATION**

(a) Orders 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 any order 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.

(End of clause)

**THE U.S. DEPARTMENT OF THE TREASURY ON BEHALF OF  
THE CONSUMER FINANCIAL PROTECTION BUREAU(CFPB)  
BLANKET PURCHASE AGREEMENT  
Performance Work Statement  
IT Project Management Support Services**

On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Reform Act"), which created the Bureau of Consumer Financial Protection (the "CFPB").<sup>1</sup> Title X of the Reform Act directs the US Department of Treasury (the "Treasury Department") to provide interim administrative oversight and transition oversight and to organize an orderly startup of the Bureau. The Treasury Department, on behalf of the CFPB, seeks a contractor to assist with IT project management support.

This effort requires a highly skilled, entrepreneurial team who have a blend of private- and public-sector experience. The CFPB needs to be a consumer-focused organization, with an infrastructure that can easily facilitate information-sharing between banks, consumers, and the CFPB. Consumers' perceptions are set by working with private companies, and the IT infrastructure for the CFPB shall provide services of similar quality as those that consumers receive from their bank and other private sector entities.

**Section I: Scope of Effort**

The Treasury Department/CFPB requires a contractor to perform planning tasks to define the basic Information Technology ("IT") architecture to support the CFPB, and support tasks to ensure that the IT mechanisms are effectively planned and implemented so that the CFPB meets the deadlines defined in the Reform Act and meets its mission.

**Task 1 - Business Architecture Design**

The planning phase shall begin with the design of the business architecture for the CFPB, including the underlying technology infrastructure required for its support. The technology design shall be informed by the business needs of the CFPB, as represented in high-level use cases that document the CFPB's anticipated activities. Use cases shall be developed in a series of workshops held at Treasury to ensure participation by key constituents which shall involve critical CFPB management including the CIO, CTO and other senior decision makers. The business architecture design, supported by the use cases, will focus heavily on the front-end user interface to meet the consumer-oriented mission of the CFPB, but shall broadly look to and consider the overall needs of the new entity.

**Task 2 – Component Requirements**

The business architecture plan shall inform the need for various technology components which will include both generic IT systems like payroll and HR systems that exist elsewhere in the government, and more customer-facing components that involve an interactive front-end to support a rich consumer experience, including a tool-heavy website and a customer contact center. Task 2 shall focus on defining the key IT components required by the CFPB and the high level requirements for those components. This task shall also include support for developing performance work statement(s), evaluation factors and plan(s), PWS, technical evaluation factors/plans, and service level agreements (SLAs) for components which are clearly required and can be procured or easily ordered.

**Task 3 – Implementation Planning**

Once use cases are developed, and high-level requirements for each core component are documented per Task 2, an implementation roadmap shall be created to layout the best path in developing the CFPB's IT infrastructure to support the CFPB's missions and deadlines. This roadmap shall take into consideration the prioritization and sequencing of activities as well as execution risks and mitigation strategies.

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<sup>1</sup> [http://thomas.loc.gov/cgi-bin/query/z?c111:H.R.4173:](http://thomas.loc.gov/cgi-bin/query/z?c111:H.R.4173)

Task 4 – Execution Support.

The CFPB may provide additional requirements for execution support tasks during the life of the BPA. The Contractor shall provide hourly rates and position descriptions of Execution Managers, Execution Analysts, etc. that the CFPB can draw upon during the course of this BPA. Services required for execution support may include:

- Issue Management
- Requirements Management
- Contract Support – this is in relationship to defining staffing levels, determining skill sets to assist in writing PDs. This will be an ongoing process.
- Service Level Management – observing and monitoring vendors from a substance perspective to ensure they are providing necessary substance
- Business Process Implementation and Redesign
- Program Management
- Decision Making Support

## 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 US Department of the Treasury (Treasury), 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 \_\_\_\_\_, Treasury 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

|  |                                 |  |  |  |
|--|---------------------------------|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                 | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   1                 |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0005  | 3. EFFECTIVE DATE<br>12/02/2011 | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (if applicable)         |  |
| 6. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: L Barnes<br>Parkersburg WV 26101         | CODE<br>BPD-LBARNES             | 7. ADMINISTERED BY (if other than Item 6)<br>Bureau of the Public Debt<br>Division of Procurement<br>Administration Branch<br>Avery 5F<br>200 Third Street<br>Parkersburg WV 26101 | CODE<br>BPD                            |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261 |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.  | 9B. DATED (SEE ITEM 11)                |  |
| CODE 017035762 FACILITY CODE   |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>TPDCFPBPA110001   | 10B. DATED (SEE ITEM 13)<br>12/03/2010 |  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

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

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>52.217-8 Option to Extend Services (NOV 1999)  |

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
GSA Contract #: GS-35F-0263P

The purpose of this modification is to extend the period of performance of this Blanket Purchase Agreement to 06/02/2012.

Credit Card Vendor: NO  
Discount Terms: N/30 PROMPT PAY  
Period of Performance: 12/03/2010 to 06/02/2012

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

|               |   |                                 |
|---------------|---|---------------------------------|
| (b)(4),(b)(6) | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KERI A. MOORE <i>KAM</i>      | 16C. DATE SIGNED<br>12/12/11    |
|               | 15B. UNITED STATES OF AMERICA<br><i>Keri A. Moore</i><br>(Signature of Contracting Officer) | 15C. DATE SIGNED<br>Dec 8, 2011 |

NSN 7540-01-182-8070 Previous edition unusable  
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b><br><small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>  |  | 1. REQUISITION NUMBER   |  | PAGE OF<br>1 14  |  |
| 2. CONTRACT NO.<br>TPDCFPBPA110001  |  | 3. AWARD/EFFECTIVE DATE<br>12/03/2010   |  | 4. ORDER NUMBER  |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br>TINA WHITE   |  | b. TELEPHONE NUMBER (No collect calls)   |  |
| 9. ISSUED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: T. White<br>Parkersburg WV 26101  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (A)  |  | 5. SOLICITATION NUMBER   |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS<br>/30 PROMPT PAY  |  | 13. RATING   |  |
| 15. DELIVER TO<br>As Indicated On Each Call   |  | 16. ADMINISTERED BY<br>Bureau of the Public Debt<br>Division of Procurement<br>Avery 5F<br>200 Third Street<br>Attn: R. Randolph<br>Parkersburg WV 26101  |  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |  |
| 17a. CONTRACTOR/OFFEROR<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSON BLVD 9TH FL<br>MC LEAN VA 22102-4257  |  | 17b. PAYMENT WILL BE MADE BY<br>As Indicated On Each Call   |  | 18. ARC/ASD/CFP  |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/SERVICES   |  | 21. QUANTITY   |  |
|   |  | 22. UNIT  |  | 23. UNIT PRICE   |  |
|   |  |   |  | 24. AMOUNT   |  |
|   |  | GSA Contract #: GS-35F-0263P<br>This Blanket Purchase Agreement (BPA) is established on behalf of the Department of the Treasury/Consumer Financial Protection Bureau for IT Project Management Support Services which is entered into in accordance with GS-35F-0263P and all applicable regulations, terms and conditions as set forth herein.<br><br>Contractor:<br>PricewaterhouseCoopers LLP<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  |  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>As Indicated On Each Call  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$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 <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |  | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> 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 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<br>Timothy G. Morgan, Partner  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>Lisa R. Stanley   |  |  |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |  | 30c. DATE SIGNED<br>December 6, 2010  |  | 31c. DATE SIGNED<br>12-3-2010  |  |
| 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>LISA R. STANLEY   |  |   |  |  |  |

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PREVIOUS EDITION IS NOT USABLE

2. CONTRACT NO. TPDCFPBPA110001  
 3. AWARD/EFFECTIVE DATE 12/03/2010  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

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

ISSUED BY Bureau of the Public Debt  
 Division of Procurement  
 Avery 5F  
 200 Third Street  
 Attn: T. White  
 Parkersburg WV 26101  
 CODE BPD-TWHITE  
 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS: 541512  HUBZONE SMALL BUSINESS  SOLE SOURCE  
 SIZE STANDARD: \$25.00  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS N/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 As Indicated On Each Call  
 CODE  
 16. ADMINISTERED BY Bureau of the Public Debt  
 Division of Procurement  
 Avery 5F  
 200 Third Street  
 Attn: R. Randolph  
 Parkersburg WV 26101  
 CODE BPD-RRANDOLPH

17a. CONTRACTOR/OFFEROR PRICEWATERHOUSECOOPERS LLP-1  
 1800 TYSON BLVD 9TH FL  
 MC LEAN VA 22102-4257  
 CODE 017035762 FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY As Indicated On Each Call  
 CODE 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 |
|--------------|---|--------------|----------|----------------|------------|
|              | GSA Contract #: GS-35F-0263P<br>This Blanket Purchase Agreement (BPA) is established on behalf of the Department of the Treasury/Consumer Financial Protection Bureau for IT Project Management Support Services which is entered into in accordance with GS-35F-0263P and all applicable regulations, terms and conditions as set forth herein.<br><br>Contractor:<br>PricewaterhouseCoopers LLP<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |              |          |                |            |

25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call  
 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 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  
 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) LISA R. STANLEY  
 31c. DATE SIGNED 12-3-2010

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>POC: (b)(4),(b)(6)</p> <p>PH: (b)(6)</p> <p>Fax:</p> <p>Email: (b)(6)</p> <p>The duration of the BPA will be for a 1 year period. This BPA is subject to PricewaterhouseCoopers LLP maintaining their GSA Schedule. GSA Contract Number GS-35F-0263P expires 06/19/2013.</p> <p>This BPA does not obligate any funds. Funds will be obligated at the BPA call level as needed.</p> <p>Pricing under this BPA shall be in accordance with PricewaterhouseCoopers LLP's proposed discounted pricing as shown in Attachment B.</p> <p>The total of all BPA calls placed against this BPA shall not exceed \$9,331,272.00.</p> <p>Period of Performance: 12/03/2010 to 12/02/2011</p> |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN  RECEIVED  INSPECTED  NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

---

|  |           |   |
|--|-----------|---|
| 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<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER     | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> )    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                            |
|   | 42b. RECEIVED AT ( <i>Location</i> ) |
|   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |
|   | 42d. TOTAL CONTAINERS                |

**THE U.S. DEPARTMENT OF THE TREASURY ON BEHALF OF  
THE CONSUMER FINANCIAL PROTECTION BUREAU(CFPB)  
BLANKET PURCHASE AGREEMENT (BPA)  
IT Project Management Services  
TERMS AND CONDITIONS**

**1. DESCRIPTION OF BLANKET PURCHASE AGREEMENT (BPA)**

The BPA will provide for calls to be issued on a firm-fixed price basis to the maximum extent possible, however labor hour or time-and-materials calls may be issued if required. The BPA will be effective upon signature of the Contracting Officer (CO) and will expire 1 year from date of agreement. The agreement may be discontinued unilaterally at anytime by either party with 30 days written notice, and may be rewritten or revised at the option of the CO. Any such revision shall be accomplished by modification to the resulting BPA. A call becomes a binding contract when it is accepted for a specific service and amount.

**2. EXTENT OF OBLIGATION**

The Government is obligated under this BPA only to the extent of the authorized calls actually placed by authorized personnel and accepted by the contractor. This BPA does not obligate any funds.

**3. PRICING**

Prices of the resulting BPA are as specified in the contractor's price list approved by the CO. Contractor shall notify the CO of any changes pertaining to the GSA contract which affects the terms and conditions of the BPA. The Contractor warrants that the price of services furnished are not in excess of those they would charge their most favored customer(s) for like services in like quantities.

**4. PURCHASE LIMITATION**

BPA calls placed by authorized personnel from the Bureau of Public Debt listed on the "approved caller list at the time of BPA establishment" may exceed the Contractor's GSA contract's maximum order limitation if determined appropriate. Contractor shall consider a reduction in price if a call exceeds this threshold.

**5. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE CALLS AND DOLLAR LIMITATIONS**

A list of authorized individuals will be provided to the Contractor by the CO. The Contractor is responsible for proper verification of authorized individuals by checking the list of authorized callers provided by the CO and/or by contacting the Contracting Officer.

**6. BPA CALL ORDER PROCESS**

The following is an explanation of how the services will be requested after the BPA is established. A call specifies and authorizes work to be accomplished by the Contractor to satisfy Government task requirements. The calls issued under this BPA will not be synopsized. All calls will be issued by authorized personnel. At the BPA call level, the Government will determine what type of pricing arrangement will be used.

**Task Proposal Requests**

- a) A request for services will be initiated by the submission of the task proposal request (TPR) 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 BPA. 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 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 task proposal request within five (5) calendar days, unless otherwise specified in the task proposal request. The Contractor's written response shall consist of the following:
  - 1) A technical proposal specifying the Contractor's performance work statement including the proposed approach to performing the required work, a list of key personnel and associated resumes.
  - 2) A detailed work schedule identifying all significant milestones and deliverables.
  - 3) A price proposal for the required work on a firm-fixed price, labor hour or time-and-material basis as stated in the task proposal request. If travel is required, the Contractor shall provide pricing in accordance with the instructions in the task proposal request and via the procedures in section 7.0. The Contractor shall also include any direct costs associated with material or shipping costs in accordance with their GSA schedule.
  - 4) Invoicing Schedule will be determined at the BPA call level.
- c) The Government will review the proposal. Negotiations may be held to clarify the request or the resulting proposal until a finalized proposal is accepted by the Government. The Government may negotiate with the Contractor regarding the technical approach, proposed staff and technical ability, proposed staffing hours, or any other identified issues.
- d) Should the Government determine to proceed with the work identified in the task proposal; a call will be issued by the Contracting Officer to specify the work to be performed by the Contractor. All calls will be unilateral, not requiring the Contractor's signature. Calls may be transmitted via e-mail. At a minimum, each call issued under this BPA will include the following:
  - 1) A BPA call 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 price amount and estimated travel if required.
  - 6) The obligation of funds.
  - 7) The payment schedule/terms.
- e) Acceptance of proposals may result in call(s) being issued subject to the terms and conditions of this BPA. In the event of a conflict between a call and this BPA, the BPA shall prevail.
- f) The Contractor shall not proceed with any work until a BPA call is issued by the Contracting Officer. Each call 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 task proposal request 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 Contracting Officer is the only individual who can commit the Government to the expenditure of funds in connection with this BPA.

## **7. TRAVEL & TRAVEL INVOICING PROCEDURES**

Travel costs will not be reimbursed by the Government, unless expressly required pursuant to a BPA call. Government-required travel is not anticipated, but if expressly required by a BPA call, will be reimbursed in accordance with the Federal Travel Regulations (FTR), FAR 31.205-46.

## **8. INTERPRETATION OF BPA AND 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.

**9. 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.

**10. GOVERNMENT HOLIDAYS**

The Treasury/CFPB observes the federal holidays that are listed below and also on the Office of Personnel website at: <https://www.opm.gov/fedhol/>. Holidays falling on Saturdays are observed the Friday preceding the holiday, while those falling on Sundays are observed on the Monday following the holiday.

|                               |                             |
|-------------------------------|-----------------------------|
| New Years Day                 | January 1 <sup>st</sup>     |
| Martin Luther King's Birthday | Third Monday in January     |
| President's Day               | Third Monday in February    |
| Memorial Day                  | Last Monday in May          |
| Independence Day              | July 4 <sup>th</sup>        |
| Labor Day                     | First Monday in September   |
| Columbus Day                  | Second Monday in October    |
| Veterans Day                  | November 11 <sup>th</sup>   |
| Thanksgiving Day              | Fourth Thursday in November |
| Christmas Day                 | December 25 <sup>th</sup>   |

**11. GOVERNMENT-FURNISHED PROPERTY OR INFORMATION**

Any Government property and/or information to be provided to the Contractor will be outlined, as applicable, at the BPA call level.

**12. NON-PERSONAL SERVICES**

The services to be rendered under the resulting calls 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.

**13. PERSONNEL REQUIREMENTS**

**Personnel Qualifications**

The Government reserves the right to approve key personnel and other professional staff assigned to this BPA and to consider them "key personnel." Contractor personnel shall be qualified to perform the services described in each BPA call. Resumes describing the qualifications of the Contractor's key personnel shall be submitted as part of the response to a task request.

**Substitution of Contractor Key Personnel**

The Contractor shall submit a written request to the COTR 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 COTR. The Contracting Officer will decide any disputes regarding the substitution of any key personnel.

**14. INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performed under the BPA and BPA calls will be conducted by the COTR and will be completed to ensure the Contractor remains in compliance with the requirements and specifications outlined in the BPA. When conducting inspection, the COTR will review the services

performed to ensure that requirements are met in accordance with the BPA and BPA Call Quality Assurance Surveillance Plan (QASP).

## **15. PERIOD OF PERFORMANCE**

The Blanket Purchase Agreement has a one-year duration, unless otherwise modified by the CO.

## **16. CONFIDENTIALITY**

The Contractor recognizes that, in performing under this BPA, the Contractor may obtain access to non-public information that is confidential or proprietary in nature. Except as permitted by the BPA, 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 BPA 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 BPA 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 on the BPA call and not contact CFPB technical personnel). See Attachment A for the non-disclosure agreement form.

The Contractor shall comply with all requirements and restrictions of this BPA concerning release of information, non-disclosure, and unauthorized use of Treasury or CFPB files or information, physical security, records, Privacy Act (including all provisions related to the collection and release of PII), records access and custody, and any other provisions regarding confidentiality, privacy, and security. Violation of any such requirement or restriction shall be deemed a material breach of the BPA and may give rise to damages and/or withholding of payment and any other legal or equitable remedies to which the Government may be entitled.

## **17. 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, is 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.

## **18. SECURITY AND CONFIDENTIALITY**

The security classification for work performed under this agreement is Sensitive But Unclassified (SBU). The documents that will be reviewed and produced are sensitive in nature and shall be protected from unauthorized disclosure. Work on this project requires that Contractor personnel have access to Privacy Act Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

## **19. CONTRACTOR PERSONNEL SECURITY**

### **a) Pre-Screening of Personnel and Removal of Unacceptable Personnel**

The Contractor shall ensure that all applicable personnel working on this BPA call, including subcontractors, meet the following security requirements for contractors to protect against unauthorized disclosure of Sensitive But Unclassified (SBU) data. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a.

- b) All applicable personnel shall be United States citizens or have lawful permanent resident status.
  - i. All applicable personnel shall be subject to a National Agency Check, Law and Credit (NACLC) investigation in accordance with the Department of the Treasury Security Manual (TD P 15-71). Applicable personnel shall not begin working on this BPA call until all security forms have been properly completed and submitted to the Contracting Officer's Technical Representative for processing, as follows:
    - ii. Completed fingerprint cards
    - iii. Non-disclosure Agreement
    - iv. Fair Credit Reporting Act Release
    - v. SF 85-P, "Questionnaire for Public Trust Positions"
- c) Applicable personnel shall wear Treasury issued identification badges when working in Government facilities.
- d) Applicable personnel who undergo NACLC investigations that reveal, but are not limited to, the following may be unacceptable under this BPA: 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 Government 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 NACLC investigation requirement.

## **20. COMMUNICATIONS AND CORRESPONDENCE PROCEDURES**

No Contractor staff (including subcontractor staff) shall 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 BPA and subsequent BPA calls shall be safeguarded as "For Official Use Only" information unless prior written approval is obtained from the COTR.

All communication between CFPB and Contractor shall include electronic notifications to the COTR.

## **21. PERFORMANCE EVALUATION**

This BPA and each call over \$150,000.00 are subject to a performance evaluation. Following the end of each annual period, calls over \$150,000.00 and BPA completion, 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 of Public Debt's 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](http://www.ppirs.gov).

## **ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)**

### **PAYMENT SCHEDULE**

The contractor shall provide an invoice as identified in each BPA call.

## 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](http://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 BPA # and BPA call # (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)

*See Mod*

- a. The Contracting Officer's Technical Representative(s) will be Wayne Leiss and he can be reached at 202-435-7016 or at [wayne.leiss@do.treas.gov](mailto:wayne.leiss@do.treas.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."

## **52.204-9 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.

## **52.252-2 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. The full text of a clause may be accessed electronically at the following address: farsite.hill.af.mil.

## **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**

### **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 BPA call. 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 BPA expiration date.

### **52.223-18 – CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)**

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

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)  
(OCT 2010)**

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIS.

(i) Public requests for system information that was submitted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

**THE U.S. DEPARTMENT OF THE TREASURY ON BEHALF OF  
THE CONSUMER FINANCIAL PROTECTION BUREAU(CFPB)  
BLANKET PURCHASE AGREEMENT  
Performance Work Statement  
IT Project Management Support Services**

On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Reform Act"), which created the Bureau of Consumer Financial Protection (the "CFPB").<sup>1</sup> Title X of the Reform Act directs the US Department of Treasury (the "Treasury Department") to provide interim administrative oversight and transition oversight and to organize an orderly startup of the Bureau. The Treasury Department, on behalf of the CFPB, seeks a contractor to assist with IT project management support.

This effort requires a highly skilled, entrepreneurial team who have a blend of private- and public-sector experience. The CFPB needs to be a consumer-focused organization, with an infrastructure that can easily facilitate information-sharing between banks, consumers, and the CFPB. Consumers' perceptions are set by working with private companies, and the IT infrastructure for the CFPB shall provide services of similar quality as those that consumers receive from their bank and other private sector entities.

Section I: Scope of Effort

The Treasury Department CFPB requires a contractor to perform planning tasks to define the basic Information Technology ("IT") architecture to support the CFPB, and support tasks to ensure that the IT mechanisms are effectively planned and implemented so that the CFPB meets the deadlines defined in the Reform Act and meets its mission.

Task 1 - Business Architecture Design

The planning phase shall begin with the design of the business architecture for the CFPB, including the underlying technology infrastructure required for its support. The technology design shall be informed by the business needs of the CFPB, as represented in high-level use cases that document the CFPB's anticipated activities. Use cases shall be developed in a series of workshops held at Treasury to ensure participation by key constituents which shall involve critical CFPB management including the CIO, CTO and other senior decision makers. The business architecture design, supported by the use cases, will focus heavily on the front-end user interface to meet the consumer-oriented mission of the CFPB, but shall broadly look to and consider the overall needs of the new entity.

Task 2 – Component Requirements

The business architecture plan shall inform the need for various technology components which will include both generic IT systems like payroll and HR systems that exist elsewhere in the government, and more customer-facing components that involve an interactive front-end to support a rich consumer experience, including a tool-heavy website and a customer contact center. Task 2 shall focus on defining the key IT components required by the CFPB and the high level requirements for those components. This task shall also include support for developing performance work statement(s), evaluation factors and plan(s), PWS, technical evaluation factors/plans, and service level agreements (SLAs) for components which are clearly required and can be procured or easily ordered.

Task 3 – Implementation Planning

Once use cases are developed, and high-level requirements for each core component are documented per Task 2, an implementation roadmap shall be created to layout the best path in developing the CFPB's IT infrastructure to support the CFPB's missions and deadlines. This roadmap shall take into consideration the prioritization and sequencing of activities as well as execution risks and mitigation strategies.

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<sup>1</sup> <http://thomas.loc.gov/cgi-bin/query/z?c111:H.R.4173>:

#### Task 4 – Execution Support.

The CFPB may provide additional requirements for execution support tasks during the life of the BPA. The Contractor shall provide hourly rates and position descriptions of Execution Managers, Execution Analysts, etc. that the CFPB can draw upon during the course of this BPA. Services required for execution support may include:

- Issue Management
- Requirements Management
- Contract Support – this is in relationship to defining staffing levels, determining skill sets to assist in writing PDs. This will be an ongoing process.
- Service Level Management – observing and monitoring vendors from a substance perspective to ensure they are providing necessary substance
- Business Process Implementation and Redesign
- Program Management
- Decision Making Support

**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 US Department of the Treasury (Treasury), 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 \_\_\_\_\_, Treasury 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 |

## ATTACHMENT A NON-DISCLOSURE AGREEMENT

In accordance with FAR 3.101:

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|           |              |      |
|-----------|--------------|------|
| Signature | Printed Name | Date |
| Title     |              |      |
| Company   | Address      |      |
| Witness   | Printed Name | Date |

**ORDER FOR SUPPLIES OR SERVICES**

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

|                                |  |   |                             |
|--------------------------------|--|---|-----------------------------|
| 1. DATE OF ORDER<br>09/28/2012 | 2. CONTRACT NO. (If any)<br>CFP-12-Z-00015 | 6. SHIP TO:                                       |                             |
| 3. ORDER NO.<br>0004           |  | 4. REQUISITION/REFERENCE NO.<br>CFP-90300-12-0083 | a. NAME OF CONSIGNEE<br>CFP |

|  |  |  |                      |
|--|--|--|----------------------|
| 5. ISSUING OFFICE (Address correspondence to)<br>CONSUMER FIN PROTECTION BUREAU<br>OFFICE OF PROCUREMENT<br>1700 G STREET, NW<br>WASHINGTON DC 20552 |  | b. STREET ADDRESS<br>1500 PENNSYLVANIA AVE, NW |                      |
| c. CITY<br>WASHINGTON  |  | d. STATE<br>DC                                 | e. ZIP CODE<br>20220 |

|   |                           |   |   |
|---|---------------------------|---|---|
| 7. TO:  |                           | f. SHIP VIA   |   |
| a. NAME OF CONTRACTOR<br>PRICEWATERHOUSECOOPERS LLP-1 |                           | 8. TYPE OF ORDER  |   |
| b. COMPANY NAME                                       |                           | <input type="checkbox"/> a. PURCHASE  | <input checked="" type="checkbox"/> b. DELIVERY |
| c. STREET ADDRESS<br>1800 TYSONS BLVD                 |                           | REFERENCE YOUR:   |   |
| d. CITY<br>MCLEAN                                     |                           | 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.  |   |
| e. STATE<br>VA  | f. ZIP CODE<br>22102-4261 | 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<br>See Schedule | 10. REQUISITIONING OFFICE<br>CONSUMER FINANCIAL PROTECTION |
|--|--|

|   |   |   |   |                                     |                                 |
|---|---|---|---|-------------------------------------|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) |   |   |   |                                     | 12. F.O.B. POINT<br>Destination |
| <input type="checkbox"/> a. SMALL                       | <input type="checkbox"/> b. OTHER THAN SMALL  | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone |                                 |
| <input type="checkbox"/> f. SERVICE-DISABLED            | <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM | <input type="checkbox"/> h. EDWOSB        |   |                                     |                                 |

|                              |                              |                        |   |                    |
|------------------------------|------------------------------|------------------------|---|--------------------|
| 13. PLACE OF                 |                              | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | 16. DISCOUNT TERMS |
| a. INSPECTION<br>Destination | b. ACCEPTANCE<br>Destination |                        |   |                    |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b)  | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
|                 | GSA Contract #: GS-10F-0466N<br>Management Consulting Services for the Office of Technology & Innovation<br>Period of Performance: 09/28/2012 to 09/27/2015<br><br>Continued ... |                         |             |                   |               |                          |

|   |  |                           |                           |                 |  |                                 |
|---|--|---------------------------|---------------------------|-----------------|--|---------------------------------|
| 18. SHIPPING POINT  |  | 19. GROSS SHIPPING WEIGHT |                           | 20. INVOICE NO. |  | 17(h)<br>TOTAL<br>(Cont. pages) |
| 21. MAIL INVOICE TO:  |  |                           |                           |                 |  |                                 |
| a. NAME<br>ARC/ASD/CFP  |  |                           |                           | \$10,386,497.00 |  | 17(i)<br>GRAND TOTAL            |
| b. STREET ADDRESS<br>(or P.O. Box)<br>ARC/ASD/CFP, AVERY 3G<br>PO BOX 1328<br>ACCOUNTSPAYABLE@BPD.TREAS.GOV |  |                           |                           |                 |  |                                 |
| c. CITY<br>PARKERSBURG  |  | d. STATE<br>WV            | e. ZIP CODE<br>26106-1328 | \$10,386,497.00 |  |                                 |

|   |  |
|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature)<br> | 23. NAME (Typed)<br>LAURENT E. PICHET<br>TITLE: CONTRACTING/ORDERING OFFICER |
|---|--|

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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

|                             |                                |                   |
|-----------------------------|--------------------------------|-------------------|
| DATE OF ORDER<br>09/28/2012 | CONTRACT NO.<br>CFP-12-Z-00015 | ORDER NO.<br>0004 |
|-----------------------------|--------------------------------|-------------------|

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)  | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0001            | Management Consulting Services for the Office of Technology & Innovation<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>511-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2012 to 09/27/2013  |                         |             |                   | (b)(4)        |                          |
| 0002            | Travel<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2012 to 09/27/2013  |                         |             |                   | (b)(4)        |                          |
| 0003            | Option Year 1: Management Consulting Services for the Office of Technology & Innovation<br>Amount (b)(4) (Option Line Item)<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2013 to 09/27/2014 |                         |             |                   | (b)(4)        |                          |
| 0004            | Option Year 1: Travel<br>Amount: (b)(4) (Option Line Item)<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2013 to 09/27/2014<br><br>Continued ...   |                         |             |                   | (b)(4)        |                          |

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

\$10,386,497.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

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

|                             |                                |                   |
|-----------------------------|--------------------------------|-------------------|
| DATE OF ORDER<br>09/28/2012 | CONTRACT NO.<br>CFP-12-Z-00015 | ORDER NO.<br>0004 |
|-----------------------------|--------------------------------|-------------------|

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)   | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT<br>PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| 0005            | Option Year 2: Management Consulting<br>Services for the Office of Technology &<br>Innovation<br>Amount: (b)(4) (Option Line<br>Item)<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2014 to<br>09/27/2015                                    |                            |             |                      | 0.00          |                             |
| 0006            | Option Year 2: Travel<br>Amount: (b)(4) (Option Line Item)<br><br>Accounting Info:<br>CFP5577SFXXXX-2012-610001-CFP9030000-2<br>524-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXX<br>X-XXXXXXXXXX<br>Funded: (b)(4)<br>Period of Performance: 09/28/2014 to<br>09/27/2015<br><br>The total amount of award: \$21,268,108.00.<br>The obligation for this award is shown in<br>box 17(i). |                            |             |                      | (b)(4)        |                             |

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

(b)(4)

**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 \$21,657,408.

**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<br>1 | Option Period<br>2 |
|----------------|-------------|--------------------|--------------------|
|----------------|-------------|--------------------|--------------------|

(b)(4)

**Call 0004 PRICING TABLE (Government Site)**

**Base Period: Date of Award through One Year**

| Labor Category<br>(Booz Allen) | BPA<br>Hourly<br>Rate | Discount | Proposed Rate | Estimated<br>Hours | Extended Price |
|--------------------------------|-----------------------|----------|---------------|--------------------|----------------|
| Partner/Principal              | (b)(4)                |          |               |                    |                |
| Subject Matter Expert          |                       |          |               |                    |                |
| Program Manager                |                       |          |               |                    |                |
| Project Manager                |                       |          |               |                    |                |
| Team Lead I                    |                       |          |               |                    |                |
| Team Lead II                   |                       |          |               |                    |                |
| Consulting Analyst             |                       |          |               |                    |                |
|                                |                       |          |               |                    |                |
|                                |                       |          |               | (b)(4)             | \$ 10,386,497  |

**Option Period 1**

| Labor Category<br>(Booz Allen) | BPA<br>Hourly<br>Rate | Discount | Proposed Rate | Estimated<br>Hours | Extended Price |
|--------------------------------|-----------------------|----------|---------------|--------------------|----------------|
| Partner/Principal              | (b)(4)                |          |               |                    |                |
| Subject Matter Expert          |                       |          |               |                    |                |
| Program Manager                |                       |          |               |                    |                |
| Project Manager                |                       |          |               |                    |                |
| Team Lead I                    |                       |          |               |                    |                |
| Team Lead II                   |                       |          |               |                    |                |
| Consulting Analyst             |                       |          |               |                    |                |
|                                |                       |          |               |                    |                |
|                                |                       |          |               | (b)(4)             |                |

**Option Period 2**

| Labor Category<br>(Booz Allen) | BPA<br>Hourly<br>Rate | Discount | Proposed Rate | Estimated<br>Hours | Extended<br>Price |
|--------------------------------|-----------------------|----------|---------------|--------------------|-------------------|
| Partner/Principal              | (b)(4)                |          |               |                    |                   |
| Subject Matter Expert          |                       |          |               |                    |                   |
| Program Manager                |                       |          |               |                    |                   |
| Project Manager                |                       |          |               |                    |                   |
| Team Lead I                    |                       |          |               |                    |                   |
| Team Lead II                   |                       |          |               |                    |                   |
| Consulting Analyst             |                       |          |               |                    |                   |
|                                |                       |          |               |                    |                   |

|  |  |  |  |                    |                     |
|--|--|--|--|--------------------|---------------------|
|  |  |  |  | <b>Subtotal</b>    | <b>\$4,583,500</b>  |
|  |  |  |  | (b)(4)             |                     |
|  |  |  |  |                    |                     |
|  |  |  |  | <b>Total</b>       | (b)(4)              |
|  |  |  |  | <b>Grand Total</b> | <b>\$21,268,108</b> |

**Travel:**

Only travel costs may be billed as Other Direct Costs (ODCs) under this Call. A not to exceed value of \$100,000 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/ftt](http://www.gsa.gov/ftt).

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 submitted 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 1* 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 performance 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:**

|                        |  |  |
|------------------------|--|--|
| <b>Name:</b>           | (b)(4),(b)(6)                          |  |
| <b>Position Title:</b> | Principal                              |  |
| <b>Address:</b>        | 1730 Pennsylvania Avenue NW, Suite 600 |  |
|                        | Washington, DC 20006                   |  |
| <b>Email:</b>          | (b)(6)                                 |  |
| <b>Phone:</b>          |  |  |
| <b>Cell:</b>           |  |  |

|                        |  |  |
|------------------------|--|--|
| <b>Name:</b>           | (b)(4),(b)(6)                          |  |
| <b>Position Title:</b> | Principal                              |  |
| <b>Address:</b>        | 1730 Pennsylvania Avenue NW, Suite 600 |  |
|                        | Washington, DC 20006                   |  |
| <b>Email:</b>          | (b)(6)                                 |  |
| <b>Phone:</b>          |  |  |
| <b>Cell:</b>           |  |  |

**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](mailto: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 REPRESENTATIVE.**

- (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](mailto: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](mailto: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:

- a. Name: (b)(4),(b)(6)
- b. Name:
- c. Name:
- d. Name:
- e. Name:
- f. Name:
- g. Name:
- h. Name:
- i. Name:
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- k. Name:
- l. Name:
- m. Name:
- n. Name:
- o. Name:
- p. Name:
- q. Name:
- r. Name:
- s. Name:
- t. Name:
- u. Name:

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](mailto: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](mailto: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](mailto: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.

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0004, Management Consulting Services for Office of Technology & Innovation**

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.

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0004, Management Consulting Services for Office of Technology & Innovation**

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.

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0004, Management Consulting Services for Office of Technology & Innovation**

- 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           |
|---|---|---|----------------------------------|
| <p>The Contractor shall provide a weekly contract status report.</p>  | <p>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.</p> | <p>Quality – No more than 5% of submitted reports require re-submission following Government review.</p> <p>Timeliness – 95% of reports submitted by the required due date.</p> <p>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.</p> | <p>100% review by Government</p> |
| <p>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.</p> | <p>The contractor shall provide project reports on the last work day of each month and as discussed and approved by the COR.</p>  | <p>Quality – No more than 5% of submitted reports require re-submission following Government review.</p> <p>Timeliness – 95% of reports submitted by the required due date.</p> <p>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</p>             | <p>100% review by Government</p> |

**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    |
|---|--|---|---------------------------|
|   |  | 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. | <p>Quality – No more than 5% of submitted reports require re-submission following Government review.</p> <p>Timeliness – 95% of reports submitted by the required due date.</p> <p>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.</p> | 100% review by Government |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

2. AMENDMENT/MODIFICATION NO.

001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

CFP

7. ADMINISTERED BY (If other than item 6)

CODE

CFPB

CONSUMER FIN PROTECTION BUREAU  
OFFICE OF PROCUREMENT  
1700 G STREET, NW  
WASHINGTON DC 20552

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

CFP-12-2-00015

0004

10B. DATED (SEE ITEM 13)

09/28/2012

CODE

017035762

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

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

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

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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

GSA Contract #: GS-10F-0466N

The purpose of this modification is to: (1) add the Subject Matter Specialist Labor category to the BPA Call that was omitted from the original award; (2) reduce the corresponding Program Manager and Consulting Analyst hours; and (3) replace Key Personnel.

Therefore as a result of this modification: Section 3.0, 'Call' is updated to reflect the new total Not-To-Exceed amount that was increased by \$11, from \$21,268,108 to \$21,268,119, as a result of adding the Subject Matter Specialist labor category omitted at award and due to rounding; Section 4.0 'Labor Rates and Labor Category Qualifications' is updated to add the Subject Matter Specialist labor category, labor category hours, corresponding rates as Continued ...

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

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

LAURENT E. PICHET

15C. DATE SIGNED

Feb. 1, 2013

16B. UNITED STATES OF AMERICA

*Laurent E. Pichet*  
(Signature of Contracting Officer)

16C. DATE SIGNED

2/4/13

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
CFP-12-Z-00015/0004/001

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
PRICEWATERHOUSECOOPERS LLP-1

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>well as to reduce labor hours in other labor categories and to update the Total for the Base Year and two Option Years; and Section 24.0 'Key Personnel' is updated to add (b)(4),(b)(6) as a replacement for (b)(4),(b)(6) Pages 3 through 5 and 18 are deleted and replaced with the attached pages 3 through 5 and 18.<br/>Period of Performance: 09/28/2012 to 09/27/2015</p> |                 |             |                   |               |

**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 \$21,268,119.

**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**

| Labor Category | BPA Hourly Rate | Discount | Proposed Rate | Estimated Hours | Extended Price |
|----------------|-----------------|----------|---------------|-----------------|----------------|
|----------------|-----------------|----------|---------------|-----------------|----------------|

(b)(4)

|              |  |  |  |        |                      |
|--------------|--|--|--|--------|----------------------|
|              |  |  |  | (b)(4) |                      |
| <b>Total</b> |  |  |  |        | <b>\$ 10,386,497</b> |

**Option Period 1**

| Labor Category | BPA Hourly Rate | Discount | Proposed Rate | Estimated Hours | Extended Price |
|----------------|-----------------|----------|---------------|-----------------|----------------|
|----------------|-----------------|----------|---------------|-----------------|----------------|

(b)(4)

| Labor Category | BPA Hourly Rate | Discount | Proposed Rate | Estimated Hours | Extended Price |
|----------------|-----------------|----------|---------------|-----------------|----------------|
|----------------|-----------------|----------|---------------|-----------------|----------------|

(b)(4)

(b)(4)

Grand Total (b)(4) \$21,268,119

**Travel:**

Only travel costs may be billed as Other Direct Costs (ODCs) under this Call. A not to exceed value of \$100,000 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/fttr](http://www.gsa.gov/fttr).

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

- (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:

- a. Name: (b)(4),(b)(6)
- b. Name:
- c. Name:
- d. Name:
- e. Name:
- f. Name:
- g. Name:
- h. Name:
- i. Name:
- j. Name:
- k. Name:
- l. Name:
- m. Name:
- n. Name:
- o. Name:
- p. Name:
- q. Name:
- r. Name:
- s. Name:
- t. Name:

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

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

1. REQUISITION NUMBER: CFP-20100-13-0003  
PAGE OF: 1 15

2. CONTRACT NO. CFP-12-Z-00015  
3. AWARD/EFFECTIVE DATE: 0005  
4. ORDER NUMBER: 0005  
5. SOLICITATION NUMBER:  
6. SOLICITATION ISSUE DATE:

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

9. ISSUED BY: CONSUMER FIN PROTECTION BUREAU  
OFFICE OF PROCUREMENT  
1700 G STREET, NW  
WASHINGTON DC 20552  
CODE: CFP  
10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) 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: CFP  
1700 G STREET, NW  
WASHINGTON DC 20552  
16. ADMINISTERED BY: CFPB  
CONSUMER FINAN PROTECTION BUREA  
OFFICE OF PROCUREMENT  
1700 G STREET, NW  
WASHINGTON DC 20552

17a. CONTRACTOR/OFFEROR: PRICEWATERHOUSECOOPERS LLP-1  
1800 TYSONS BLVD  
MCLEAN VA 22102-4261  
CODE: 017035762  
FACILITY CODE:  
18a. PAYMENT WILL BE MADE BY: ARC/ASD/CFP  
ARC/ASD/CFP  
ARC/ASD/CFP, AVERY 3G  
PO BOX 1328  
ACCOUNTSPAYABLE@BPD.TREAS.GOV  
PARKERSBURG WV 26106-1328  
CODE: 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 |
|--------------|--|--------------|----------|----------------|------------|
| 0001         | GSA Contract #: GS-10F-0466N<br>Research, Analysis, Costing, & Documentation of a Scalable Operating Model<br>Accounting Info:<br>CFP5577DEXXXXXX-2013-61000001-251001-CFP2010000000<br>-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX<br>XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX<br>Period of Performance: 05/14/2012 to 05/13/2015<br>Scalable Model<br>Continued ...<br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |              |          |                | 329,093.18 |

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$329,093.18

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:

(b)(4),(b)(6)  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Laurent E. Pichet*  
30c. DATE SIGNED: 2/25/13  
31b. NAME OF CONTRACTING OFFICER (Type or print): LAURENT E. PICHET  
31c. DATE SIGNED: 02/25/2013

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Period of Performance: 02/25/2013 to 06/07/2013</p> <p>The total amount of award: \$329,093.18. The obligation for this award is shown in box 26.</p> |                 |             |                   |               |

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<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> ) |                                      |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                         | 42b. RECEIVED AT ( <i>Location</i> ) |
|   |                                   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |

**Scalable Model for the Office of Consumer Response**

**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 LABOR RATES.** 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:

| Labor Category          | Rates               |
|-------------------------|---------------------|
| (b)(4)                  |                     |
|                         |                     |
| <b>Firm Fixed Price</b> | <b>\$329,093.18</b> |

**ODCs:** No ODCs may be billed under this Call.

**3.0 PERIOD OF PERFORMANCE.** The period of performance shall be from date of award until June 7, 2013.

**4.0 PURPOSE:** The purpose of Call (Task Order) 0005 is to provide CFPB an external, objective perspective to assist Consumer Response senior leadership in evolving its current operating model to simultaneously handle large and uncertain future volumes of complaints while enhancing the level of service it provides to consumers, within all relevant budgetary and headcount constraints.

**5.0 TASKS: Task 1 – Design of Scalable Operating Model for Consumer Response**

Consumer Response currently handles, on an annualized basis, approximately 105,000 consumer complaints. It is anticipated that future complaint volume could exceed 500,000 complaints a year and eventually top 1 million. Consumer Response's current operating model is unlikely to scale efficiently to meet the demands and maintain (or improve) the current level of service provided at a much higher level of volume.

Therefore, Consumer Response requires an external, objective perspective to assist Consumer Response senior leadership in evolving its current operating model to simultaneously handle large uncertain future volumes of complaints, ensuring enhanced levels of service to consumers, and managing within budgetary and headcount limits. To achieve this end, the Contractor shall assist Consumer Response senior leadership in researching, analyzing, costing and documenting a long-term, effective and efficient, scalable operating model. The alternatives presented and final recommendation made should be grounded in specific and relevant best practice models and benchmarks for high volume complaint handling models involving some level of investigation in context of legal and regulatory requirements.

Contractor may explore this challenge through its preferred business transformation lens; however, the following aspects of people, process, and technology should be considered.

- **People.** The Contractor shall evaluate the use of outsourced labor for certain Consumer Response tasks. The Contractor should also identify changes to existing Consumer Response roles and new roles that may be necessary to operationalize a scalable model.
- **Process.** The Contractor shall suggest process changes at the micro- and macro-level of impact.
- **Technology.** The Contractor shall gather and document business requirements from internal stakeholder groups within CFPB in order to facilitate the acquisition and/or creation of one or more technical solutions for the Consumer Response investigations function. The requirements gathering process shall include a gap analysis of existing Bureau capabilities as well as market research of possible solutions that could meet Consumer Response's investigative needs, taking into account the vision of a more scalable operating model.

**Deliverables Task 1**

|   |                             |
|---|-----------------------------|
| 1. Substantive Project Approach and Project Plan presented to the Section Chiefs and other key Bureau stakeholders.   | 15 days after project start |
| 2. Interviews at least fifteen (15) members of Consumer Response including all Section Chiefs, to assess the current operating model and gather business requirements for one or more technical solutions   | 15 days after project start |
| 3. A presentation to the Section Chiefs and other key Bureau stakeholders in which initial findings are presented for review and comment.   | 30 days after project start |
| 4. A presentation to the Section Chiefs and other key Bureau stakeholders in which findings and options are presented. Provides a summary package of options, analysis, recommendations, rationale, cost estimates, strengths/weaknesses and implementation plans to the Section Chiefs.  | 45 days after project start |
| 5. Consumer Response communicates to the Contractor a preferred option to pursue.   | 50 days after project start |
| 6. A presentation to the Section Chiefs and other key Bureau stakeholders in which the initial implementation plan is presented for review and comment. The proposed implementation plan will include an end-to-end perspective of processes, requirements for tools, and resources necessary for successful deployment and sustainment of the adopted initiative.  | 60 days after project start |
| 7. A presentation to the Section Chiefs and other key Bureau stakeholders in which final implementation plan findings and options are presented. Presentation shall include the identification of critical gaps related to CFPB's implementation of the select scalable model, and recommended courses of action to address those gaps. Provides a summary package of options, analysis, recommendations, cost estimate, rationale, and implementation plans to the Section Chiefs and other key Bureau stakeholders. | 75 days after project start |

**6.0 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:

- 6.1 Project Plan. A detailed Project Plan within fifteen (15) working days after the Call is issued, unless otherwise specified.
- 6.2 Weekly Status Reports. Status Reports (of varying frequency) that report on the overall project status detailing status of work products and project timelines. The reports, at a minimum, shall consist of:
  - 6.2.1 Requirements completed;
  - 6.2.2 Requirements to be addressed over the next period; and
  - 6.2.3 Issues and Risks.
- 6.3 Task Reports. Provide written reports to the Contracting Officer's Representative (COR), documenting the specific tasks/work/deliverables required and their status of completion.

All deliverables are to be submitted electronically in Microsoft product (Word, Excel, PowerPoint, etc.) and/or Adobe Acrobat (.pdf) format.

| Key Deliverables     | Est. Hours/Delivery Required |
|----------------------|------------------------------|
| Project Plan         | 15 working days after award  |
| Weekly Status Report | Weekly                       |
| Task Reports         | As required                  |

**7.0 EXPERTISE REQUIRED.** The Contract's technical approach and proposed team should reflect extensive prior experience with relevant best practice models (across industries) and benchmarks for high volume complaint handling models involving some level of investigation in context of legal and regulatory requirements. While this Task is not specifically a benchmarking study, the Contractor's analysis should be grounded in the experiences, benchmarks, and solutions of other organizations with successful high volume complaint handling infrastructures, with appropriate distinctions made between the industry and operating mandates of reference organizations and that of CFPB.

**8.0 CONFIDENTIALITY:** The Contractor has executed a non-disclosure agreement (NDA) in the form set forth in *Attachment 1* to the Request for Proposal, Call 0005.

**9.0 GOVERNMENT-FURNISHED PROPERTY.** 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 is not authorized to perform on recognized holidays, unless the COR concurs in advance of the holiday.

**11.0 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.

**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 1* to the Request for Proposal, Call 0004.

**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:**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | (b)(4),(b)(6)  |
| <b>Position Title:</b> | Principal  |
| <b>Address:</b>        | 1730 Pennsylvania Avenue NW, Suite 600<br>Washington, DC 20006 |
| <b>Email:</b>          | (b)(6)   |
| <b>Phone:</b>          | (b)(6)   |
| <b>Cell:</b>           | (b)(6)   |

|                        |  |
|------------------------|--|
| <b>Name:</b>           | (b)(4),(b)(6)  |
| <b>Position Title:</b> | Principal  |
| <b>Address:</b>        | 1730 Pennsylvania Avenue NW, Suite 600<br>Washington, DC 20006 |
| <b>Email:</b>          | (b)(6)   |
| <b>Phone:</b>          | (b)(6)   |
| <b>Cell:</b>           | (b)(6)   |

**18.0 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](mailto: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 TECHNICAL REPRESENTATIVE.**

- (a) The Contracting Officer's Representative (COR) for this Call is:

Christopher Johnson  
Consumer Financial Protection Bureau  
Acting Deputy Assistant Director, Office of Consumer Response

Office No.: 202-435-7455

Email: [Christopher.Johnson@cfpb.gov](mailto:Christopher.Johnson@cfpb.gov)

The Alternate COR is:

Christi Monk

Consumer Financial Protection Bureau

Quality Assurance Manager, Office of Consumer Response

Office No.: 202-435-7038

Email: [Christi.Monk@cfpb.gov](mailto:Christi.Monk@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:

- a. Name: (b)(4),(b)(6)  
b. Name:  
c. Name:  
d. Name:

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 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.

**21.1 CONTRACTOR PERSONNEL SECURITY.**

**21.1.1 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.

**22.0 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>.

### 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](mailto: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](mailto: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](mailto: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 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.

**26.0 CONTRACTOR'S TECHNICAL APPROACH FROM CALL 0005 PROPOSAL.** The Contractor's Call 0005 technical approach from its proposal submitted on January 11, 2013, is incorporated by reference into this BPA Call.

## NON-DISCLOSURE AGREEMENT

### BPA # CFP-12-Z-00012 to 015, Scalable Model Management Consulting Services for Consumer Response

#### 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,

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0005, Management Consulting Services for Office of Consumer Response – Scalable Model**

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.
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.

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0005, Management Consulting Services for Office of Consumer Response – Scalable Model**

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.

**Attachment 1, Non-Disclosure Agreement**

**BPA Number CFP-12-Z-00015 - Call 0005, Management Consulting Services for Office of Consumer Response – Scalable Model**

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

|  |   |  |   |   |   |   |            |                             |  |
|--|---|--|---|---|---|---|------------|-----------------------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>  |   |  |   | 1. REQUISITION NUMBER   | PAGE OF<br>1 35   |   |            |                             |  |
| 2. CONTRACT NO.<br>CFP-12-Z-00015  |   | 3. AWARD/<br>EFFECTIVE DATE<br>05/14/2012  | 4. ORDER NUMBER   | 5. SOLICITATION NUMBER  | 6. SOLICITATION<br>ISSUE DATE                             |   |            |                             |  |
| 7. FOR SOLICITATION<br>INFORMATION CALL:   |   | 8. NAME<br>LAURENT PICHET  |   | b. TELEPHONE NUMBER<br><i>(No collect calls)</i>  | 8. OFFER DUE DATE/LOCAL TIME                              |   |            |                             |  |
| 9. ISSUED BY<br>CONSUMER FIN PROTECTION BUREAU<br>OFFICE OF PROCUREMENT<br>1700 G STREET, NW<br>WASHINGTON DC 20552  |   |  | CODE<br>CFP   | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)<br>NAICS: _____<br>SIZE STANDARD: _____ |   |   |            |                             |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |   | 12. DISCOUNT TERMS   |   | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>  |   |   |            |                             |  |
| 13b. RATING  |   | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |   |   |   |   |            |                             |  |
| 15. DELIVER TO<br>As Indicated On Each Call  |   |  | CODE  | 16. ADMINISTERED BY<br>CONSUMER FINAN PROTECTION BUREAU<br>OFFICE OF PROCUREMENT<br>1700 G STREET, NW<br>WASHINGTON DC 20552  |   |   |            |                             |  |
| 17a. CONTRACTOR/OFFEROR<br>PRICEWATERHOUSECOOPERS LLP-1<br>1800 TYSONS BLVD<br>MCLEAN VA 22102-4261  |   |  | CODE<br>017035762   | FACILITY CODE   | 17b. PAYMENT WILL BE MADE BY<br>As Indicated On Each Call |   |            |                             |  |
| TELEPHONE NO.  |   |  | CODE<br>ARC/ASD/CFP   |   |   |   |            |                             |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |   |  | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |   |   |   |            |                             |  |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES   |  |   | 21. QUANTITY  | 22. UNIT  | 23. UNIT PRICE  | 24. AMOUNT |                             |  |
|  | GSA Contract #: GS-10F-0466N<br>Management Consulting Services for the Consumer Financial Protection Bureau<br>Period of Performance: 05/14/2012 to 05/13/2015<br><br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |  |   |   |   |   |            |                             |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>As Indicated On Each Call   |   |  |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$0.00   |   |   |            |                             |  |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. |   |  |   | <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.   |   |   |            |                             |  |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER IN ANY ADDITIONAL  |   |  |   | <input checked="" type="checkbox"/> 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)  |   |  |   | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>  |   |   |            |                             |  |
|  |   |  |   | 30c. DATE SIGNED<br>5/16/12   |   | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>LAURENT E. PICHET |            | 31c. DATE SIGNED<br>5/16/12 |  |
|  |   |  |   |   |   |   |            |                             |  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

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<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> )    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                            |
|   | 42b. RECEIVED AT ( <i>Location</i> ) |
|   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |
|   | 42d. TOTAL CONTAINERS                |

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**THREE: BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS**

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- 2.0 Contracting Officer’s Representative (COR) Designation and Authority
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- 4.0 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

**ATTACHMENTS**

- 1: Non-Disclosure Agreement

**SECTION ONE - SCHEDULE OF SUPPLIES OR SERVICES, AND PRICES**

**1.0 GENERAL.** The Consumer Financial Protection Bureau (CFPB) 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 of 2010 (The Act). The CFPB is in need of Management Consulting Services to assist and support its on-going internal work to execute and refine its operations strategy, focusing on performance management support and performance improvement services. The CFPB does not currently have capacity to perform all the work required in the areas of Operational Planning, Performance Management Support, Performance Improvement, and Program Management Office and Business Initiative Support. The CFPB seeks to adopt the best practices currently employed in the private or public sectors.

**2.0 LABOR RATES AND EXTENDED PRICING TABLES**

- 2.1 The hourly ceiling rates identified herein 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 BPA and any Calls issued thereunder.
- 2.2 Other Direct Costs (ODCs), to include travel costs, may be contemplated under this Agreement or any Calls issued thereunder. The need for ODCs will be determined at the BPA Call level. All BPA calls shall be issued on a Fixed-Price basis or Labor Hour basis, or a hybrid of two.

| Labor Category | Year One | Year Two | Year Three |
|----------------|----------|----------|------------|
| (b)(4)         |          |          |            |

PricewaterhouseCoopers proposed the following additional labor categories:

| Labor Category | Year One | Year Two | Year Three |
|----------------|----------|----------|------------|
|----------------|----------|----------|------------|

(b)(4)

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

(b)(4)

|  |  |  |  |
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|  |  |  |  |
|--|--|--|--|

|  |  |  |
|--|--|--|
|  |  | deliverables. May document processes and controls and/or develop and deliver training materials.<br><b>Experience:</b> No minimum requirement<br><b>Education:</b> Holds high school diploma or equivalent |
|--|--|--|

**3.0 PERIOD OF PERFORMANCE AND CFPB BUSINESS HOURS.** The period of performance or ordering period for this BPA shall consist of three (3) years, as follows:

Year One: May 14, 2012 – May 13, 2013  
Year Two: May 14, 2013 – May 13, 2014  
Year Three: May 14, 2014 – May 13, 2015

All work performed at CFPB facilities during this performance period shall be performed between the CFPB’s core business hours. The CFPB’s core business hours are 7:00am to 6:30pm ET, Mondays through Fridays (except federal holidays).

**4.0 PLACE OF PERFORMANCE.** The work performed under the BPA shall be performed primarily at the following locations; however, some Calls may require work performed at the Contractor facility:

CFPB facility: 820 First Street NE, Washington DC;  
CFPB facility: 1801 L Street NW, Washington DC;  
CFPB facility: 1750 Pennsylvania Avenue NW, Washington DC; and/or  
CFPB facility: 1700 G Street NW, Washington DC.

**5.0 DELIVERABLES.** The Contractor shall ensure all deliverables are clear, concise, technically accurate, well-organized, properly referenced, and complete by the appropriate due dates. Specific deliverables and delivery schedules will be identified in individual Calls. At a minimum, deliverables for each Call will include:

5.1 Project Plan. A detailed Project Plan within five (5) working days after each Call is issued, unless otherwise specified within a Call.

5.2 Status Reports. Status Reports (of varying frequency) that report on the overall project status detailing status of work products and project timelines. The reports, at a minimum, shall consist of:

5.2.1 Requirements completed;

- 5.2.2 Requirements to be addressed over the next period; and
- 5.2.3 Issues and Risks.

**6.0 LABOR CATEGORIES CONTEMPLATED.** Descriptions of the type of work contemplated for use under this BPA are identified herein. The titles of the categories are intended to be descriptive, not restrictive.

**(Performance and Process) Management Analyst 1** – Provides primary interface with the client senior leadership regarding strategic issues. Plans, organizes and controls the overall activities of the contract (i.e. program management, technical work, quality assurance, scheduling, etc.). Responsible for overall client satisfaction, contract management, and maximizing efficiencies.

Minimum education requirements: Bachelor's degree in Business Management and Strategy, Public Policy, Financial Regulation, Economics, Statistics, Human Resources, Organization Development, or other related field of study. An advanced degree in the above fields of study is preferred.

Minimum experience requirements: At least eight years of relevant experience is required, with a combination of general experience and specialized experience. General experience shall include operational planning, business and operational performance management and measurement, process management and process redesign using industry standard methodologies (e.g., Lean Six Sigma), organizational change management, and Program and Project Management focused on operational transformation – all preferably within a financial regulatory context. Specialized experience shall relate to the development of operational plans, planning, management, and evaluation of new business capabilities and capability improvements, and complex management analyses (related to issue management and operational risk management).

**(Performance and Process) Management Analyst 2** – Provides primary interface with the client (COR) on a daily basis. Responsible for the design, development, and technical execution of projects. Develops and maintains plans (outlining steps) and timetables for individual projects, providing guidance and direction as well as the design, implementation and management of strategic and business operational initiatives. Monitors execution of project

activities; reviews work products for completeness, and adherence to requirements performed under the contract.

Minimum education requirements: Bachelor's degree in Business Management and Strategy, Public Policy, Financial Regulation, Economics, Statistics, Human Resources, Organization Development, or other related field of study. An advanced degree in the above fields of study is preferred.

Minimum experience requirements: At least ten years of relevant experience is required, with a mix of both general experience and specialized experience. General experience shall include operational planning, business and operational performance management and measurement, process management and process redesign using industry standard methodologies (e.g., Lean Six Sigma), organizational change management, and Program and Project Management focused on operational transformation – all preferably within a financial regulatory context. Specialized experience shall relate to the development of operational plans, planning, management, and evaluation of new business capabilities and capability improvements, and complex management analyses (related to issue management and operational risk management).

**(Performance and Process) Management Functional Specialist 1 –**

Interfaces with client (COR) on a daily basis. Supports specific Task(s), working under task-specific technical direction and effective collaboration with other team members. Provides proficient knowledge of execution of strategic and business operational initiatives. Works closely with Manager to ensure all support for project(s) is/are provided timely and with appropriate coordination.

Minimum education requirements: Bachelor's degree in Business Management and Strategy, Public Policy, Financial Regulation, Economics, Statistics, Human Resources, Organization Development, or other related field of study. An advanced degree in the above fields of study is preferred.

Minimum experience requirements: At least two years of relevant experience is required, with a mix of general experience and specialized experience. General experience shall include operational planning, business and operational performance management and measurement, process management and process redesign using industry standard methodologies (e.g., Lean Six Sigma), organizational change management, and Program and Project Management

focused on operational transformation – all preferably within a financial regulatory context. Specialized experience shall relate to the development of operational plans, planning, management, and evaluation of new business capabilities and capability improvements, and complex management analyses (related to issue management and operational risk management).

**(Performance and Process) Management Functional Specialist 2 –**

Interfaces with client (COR) on a daily basis. Performs as lead for Task(s), providing task-specific technical direction and guidance to team members. Provides detailed knowledge of managing strategic business and operational initiatives. Works closely with Manager to ensure all support for project(s) is/are provided timely and with appropriate coordination.

Minimum education requirements: Bachelor’s degree in Business Management and Strategy, Public Policy, Financial Regulation, Economics, Statistics, Human Resources, Organization Development, or other related field of study. An advanced degree in the above fields of study is preferred.

Minimum experience requirements: At least six years of relevant experience is required, with a mix of general experience and specialized experience. General experience shall include operational planning, business and operational performance management and measurement, process management and process redesign using industry standard methodologies (e.g., Lean Six Sigma), organizational change management, and Program and Project Management focused on operational transformation – all preferably within a financial regulatory context. Specialized experience shall relate to the development of operational plans, planning, management, and evaluation of new business capabilities and capability improvements, and complex management analyses (related to issue management and operational risk management).

**7.0 GSA BPA REQUIREMENTS.** In accordance with FAR 8.405-3(d)(3), at the time of establishing the BPA(s) (and prior to the issuance of any Call), the Contractor must have a valid GSA Schedule that covers the full potential performance period in effect, and shall be posted at the GSA Advantage and e-Library. Failure to comply will result in the Contractor not being eligible for award or the issuance of Calls under the BPA.

**8.0 CALLS ISSUED.**

- 8.1 The Government will order services through the issuance of Calls. Each Call will have a unique identifier and will obligate funds (incrementally or in total) to cover the work required under that Call. In no event shall work performed under a Call exceed any specified price ceiling in that Call.
- 8.2 All work requested, work performed, and performance periods shall be within the scope of work and effective period of performance identified within the BPA(s). In the event that a Call requires performance that extends beyond the current BPA term(s), the Contractor shall be required to complete performance within the period set forth in the Call, provided such period does not extend beyond one year after the expiration of this Agreement.

## **9.0 CALL PROCEDURES.**

**9.1 GENERAL.** The Government may order up to the maximum order limitation specified in the firm's relevant GSA Schedule. However, all Calls are subject to the terms and conditions of the BPA. In the event of a conflict between a Call and the BPA, the BPA shall prevail. The Contractor shall not commence work until authorized by the contracting officer through the issuance of a Call. CFPB reserves the right to set aside any Calls it deems appropriate for small businesses.

## **9.2 ORDERING PROCEDURES.**

All work to be performed under this BPA will commence with the issuance of Calls (task orders) as requirements within the scope of this Statement of Work (SOW) arise. If multiple awards are made, Calls will be issued competitively whenever feasible. The Call issuance process will commence with the submission of a Request For Proposal 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 Call 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. Calls 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 so expressly stated, a Call may be issued on a lowest-priced technically acceptable basis when such basis provides the best value to the Government.

If the CFPB conducts Call competitions, competing BPA holders will be asked to identify any unique qualifications the firm may have to perform the work, and, for labor-hour based Calls, propose reductions (if any) to the labor rates set forth in their respective BPA. In some instances, the CFPB may require expedited responses from BPA holders so as to obtain services that are imminently needed. The CFPB will award to one or more competing BPA holders based on a best value determination, considering each Quoter's unique qualifications to perform the work, quality of prior work previously performed under the BPA if applicable, and proposed pricing. After making a best value determination, the CFPB will notify the competing BPA holders of the BPA Call award decision.

The CFPB may request revised proposals if the Contracting Officer deems it appropriate. Calls will be in writing and will be issued by the Contracting Officer.

- a. Generally, Calls will be issued using a performance-based SOO that describes the CFPB's desired outcome(s).
- b. The Contractors in response shall offer:
  1. A statement of work for satisfying the outcome(s);
  2. If expressly required to be provided by the Request for Proposal (RFP), proposed performance measurement(s) or other metric(s) to determine achievement of the objective;
  3. Proposed delivery date(s) that complies with any stated deliverable deadlines; and
  4. Proposed pricing in accordance with pricing established in this BPA.

All submitted quotes will be evaluated and discussions may be held, as needed, prior to issuance of a Call. Generally, Calls will be issued within seven workdays from receipt of one or more acceptable offers.

- c. If required, the proposed performance measurements shall be in direct support of the objectives. The resulting Call will specify any incentives and disincentives for meeting, exceeding or failing to achieve the objectives to which the parties have agreed.
- d. If the Call 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 Call estimates shall be in accordance with the pricing established in this BPA. Any performance measures deemed acceptable by the CFPB and included in any Call will be the basis for acceptance of the contractor's work by the government.

- e. All deliverables (products) will be identified in individual Calls.
- f. Calls may be issued on a labor-hour basis, firm-fixed-price basis, or a hybrid of both.

**9.3 NOT-TO-EXCEED (NTE) AMOUNTS.** For Calls issued on a Labor-Hour, Time & Material, or a hybrid basis where a total ceiling (Not-To-Exceed (NTE)) amount has been identified within the Call, the Government shall not be obligated to pay the Contractor any amount in excess of that total 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 Call.

**10.0 SUBCONTRACTOR APPROVAL.** The CFPB reserves the right to approve any subcontractor(s) proposed for performance under the BPA(s). Any subcontractor not approved by the CFPB may not be utilized in the performance of any Call under the BPA(s).

**11.0 TRAVEL AND PER DIEM.** Normally, travel- or *per diem* costs will be not be paid under Calls issued. If approved, travel will be in accordance with the Federal Travel Regulations (FTR).

- a) Travel expenses shall only be applicable to orders performed on a Labor Hour basis. All orders issued on a fixed price basis shall include any required travel within the fixed price.
- b) For Labor Hour orders, all non-local travel will be reimbursed 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/fttr](http://www.gsa.gov/fttr).
- c) As a general rule, local travel will not be reimbursed under this BPA. Examples of local travel which will not be subject to reimbursement are: travel to and from normal job site; 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.

**12.0 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 Call. 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.

**13.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS.**

13.1. 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.

13.2 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](mailto:ippgroup@bos.frb.gov), or by commercial telephone at (866) 973-3131.

13.3 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](mailto: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).

13.4 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](mailto:AccountsPayable@bpd.treas.gov) .

13.5 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.

13.6 Overpayments.

13.6.1 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.

13.6.2 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.

**14.0 PAYMENT SCHEDULE.** Payment for services under any Call may be requested at the end of the month following the performance of the work or after deliverable completion if the order is Firm Fixed Price.

**15.0 MARKING.** All information submitted to the Contracting Officer (CO) and/or the COR shall clearly indicate the BPA and Call 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.

## SECTION TWO – STATEMENT OF REQUIREMENTS

- 1.0 PURPOSE/BACKGROUND.** The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the 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 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.
- 2.0 SCOPE.** Since the 7/21/11 transfer date the CFPB has continued on a path of continuous improvement within our business units with the goal of delivering an exceptional experience to consumers. As part of this ongoing effort, CFPB requires management consulting services to assist and support its on-going internal work to execute and refine its operations strategy, focusing on performance management support and performance improvement services. The CFPB does not currently have capacity to perform all the work required in the areas of Operational Planning, Performance Management Support, Performance Improvement, and Program Management Office and Business Initiative Support. The CFPB seeks to adopt the best practices currently employed in the private or public sectors.

These services will require the Contractor(s) to assist the CFPB in obtaining support in executing and refining its operations strategy by focusing on performance management support and performance improvements. As a general matter, with respect to all work described in this SOW, the Contractor(s) shall perform analysis of the current internal environment and produce reports supported by facts and sound, well-reasoned analysis. Where feasible, recommendations shall include initial assessment, presentation of multiple options for consideration and shall discuss risk, cost, benefit, and impact to existing programs and priorities. The recommendations provided shall be supported by a detailed, focused analysis of the existing organization and, where appropriate, benchmarked to industry and functional best business practices. The recommendations shall be presented with sufficient detail and action-orientation to be implementable by the CFPB.

The management consulting service support shall include, but is not limited to the following support areas:

- a. Operational Planning – As the CFPB expands to operate in support of its full mission, its offices or organizational units require support in the development of robust operational plans that translate existing core and planned mission

activities to the staffing, skills, budgets, policy, and related operational infrastructure required to support them over future time periods. The Operational Planning methodology and structure should enable alignment of plans and plan components across related organizational units and functions through common assumptions and standards.

- b. Performance Management Support – The CFPB’s organizational growth necessitates continuous modification and update of its organizational performance in two areas: (1) Operational and Staff Performance Measurement and (2) Staff Competency Development and Training Programs. Resulting CFPB staff development programs should integrate content considered best-in-class and should be delivered through a variety of delivery methods.
  
- c. Performance Improvement – The CFPB’s organizational growth requires the continued development of a mature operational process infrastructure in support of a controlled organization. The CFPB requires ongoing support to define and improve its operational processes through Business Process Management (BPM) and Business Process Redesign (BPR) methodologies, including Lean Six Sigma and related industry-standard methods. The CFPB requires support to define its processes in a manner to facilitate mapping of operational risks and required internal controls and to map the process drivers impacting CFPB’s primary performance measures.
  
- d. Program Management Office (PMO) and Business Initiative support – The CFPB expects to continue to plan, introduce, and evaluate change into its infrastructure for the foreseeable future, in support of its mission. CFPB organizational units therefore require support in the planning, management, and reporting of operational expansion and improvement initiatives, each of which may involve changes to processes, policy, staffing, competencies, technology and related infrastructure. Resulting PMO and business initiative consulting support should enable CFPB project leaders and executives to easily understand the status of approved initiatives at both a micro (specific initiative) and macro (program and portfolio) level, and enable appropriate change sponsorship and support that helps keep approved initiatives on schedule and within budget.

**3.0 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.

**4.0 QUALITY CONTROL PLAN.** The Contractor shall ensure services are provided in accordance with commonly accepted commercial practices and that quality service is maintained throughout the life of the BPA(s) and each individual Call. The Contractor's Quality Control Plan (QCP) is to cover all potential task areas to be performed under the BPA(s) and shall be used to ensure the stated requirements are achieved.

**5.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL**

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

**5.2 PROPOSED SUBSTITUTIONS OF KEY PERSONNEL.** All proposed substitutions of Key Personnel must be submitted, in writing, at least fifteen (15) working days in advance of the proposed action to the Contracting Officer. The Contractor(s) shall not allow Key Personnel substitutions during the BPA performance period unless the Contractor(s) timely notifies the Contracting Officer, with a copy to the COR, provides the information required herein, and is given written Contracting Officer approval. 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.

**5.3 REPLACING NON-KEY PERSONNEL.** In the event the Contractor(s) finds it necessary to replace any of the assigned non-key personnel during the performance of a Call, the Contracting Officer and COR 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

**5.4 POTENTIAL THREATS.** The Contractor(s) shall not employ persons for work on this Agreement 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 Agreement by the Contracting Officer and shall be replaced by the Contractor at no additional cost to the Government.

## **6.0 SECURITY AND CONFIDENTIALITY.**

**6.1 GENERAL.** The Contractor(s) recognizes that, in performing this BPA, the Contractor(s) 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 BPA(s) without first receiving written permission from the CFPB. Information acquired by the Contractor(s) pursuant to the performance of any Call under the BPA(s) shall not be disclosed by the Contractor(s) to others outside the approved contractor team members and the oversight staff without prior approval by the COR.

### **6.2 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL**

6.2.1 All contractor personnel or any representative of the Contractor(s) 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 Agreement shall be considered procurement sensitive. Contractor staff members must be United States citizens or possess legal alien status with appropriate work visas and have submitted paperwork to become United States

citizens, and be able to pass a Government background investigation, if required, by the CFPB.

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

6.2.3 Corporate identification badges shall be worn on outer garments at all times. It is the sole responsibility of the Contractor(s) to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

6.2.4 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 that is protected from disclosure by the Privacy Act, 5 U.S.C. §552a. The Contractor(s) 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.

6.2.4.1 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).

6.2.4.2 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 Agreement
- Fair Credit Reporting Act Release
- Standard Form (SF) 85-P, “*Questionnaire for Public Trust Positions*”

6.2.4.3. 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 BPA until all security forms have been properly completed and submitted to the COR for processing, as follows:

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

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

6.2.6 Past events that may render applicable personnel unacceptable under this contract/BPA include, but are not limited to: 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.

6.2.7 The Contractor(s) 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/BPA. In addition the Contractor must have provided the personnel associated with the BPA(s), all security awareness training and all other requirements contained in the FISMA regulations and NIST guidelines. Classified information will NOT be made available to the Contractor.

- 6.3 “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.

**7.0 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES.** Contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of the BPA(s), the Contractor is prohibited from using government employees in any work performed by the Contractor(s) or any of its employees, subcontractors, or consultants.

**8.0 COOPERATING WITH OTHER ORGANIZATIONS.** The Contractor(s) 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.

**9.0 LANGUAGE REQUIREMENTS.** Contractor personnel assigned to perform tasks under the BPA must be able to read, write, speak, and understand the English language.

**10.0 TRANSPARENCY.** The CFPB is dedicated to transparency and plans on making contracts available to the public after award. If selected for an award, your firm will agree to submit, within ten business (10) days from the date the BPA and each Call is awarded (exclusive of Saturdays, Sundays, and federal holidays), a “.pdf file” (or similar) of the fully executed BPA and 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. 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.

**11.0 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, *e.g.*, tape; optical, *e.g.*, compact disk; 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 (*i.e.*, creation and modification history of a document);
  - (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 via email 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 or price, or the 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(s) shall assert its right to an adjustment under this clause within 30 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(s) from providing the records requested by the contracting officer.

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

## **12.0 INFORMATION TECHNOLOGY VIRUS SECURITY**

12.1 The Contractor(s) hereby agrees to make every reasonable effort to deliver information technology products to the CFPB free of known computer viruses. The Contractor(s) 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.

12.2 The Contractor(s) shall include the following statement on deliveries of hardware, software, and data products, including CDs, DVDs, and thumb drives, 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."

12.3 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 CDs, DVDs, and thumb drives under this contract.

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

### SECTION THREE – BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

- 1.0 AUTHORITY - CONTRACTING OFFICER.** The Contracting Officer for the Agreement and any Call issued thereunder is:

Mr. Laurent E. Pichet  
[Laurent.Pichet@cfpb.gov](mailto:Laurent.Pichet@cfpb.gov)  
(202) 435-7571

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 Call(s), and notwithstanding any clauses contained elsewhere in the Call(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 Call price to cover any increase in cost incurred as a result thereof.

- 2.0 CONTRACTING OFFICER’S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY.**

- 2.1. Unless otherwise set forth in a Call, the COR shall be:

Christopher Johnson  
[Christopher.Johnson@cfpb.gov](mailto:Christopher.Johnson@cfpb.gov)  
202-435-7455

- 2.2. Performance of work under any 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 work statement are accomplished satisfactorily.

- 2.3. Technical direction must be within the scope of the Call 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 Call price, or the time required for performance;
- Changes any of the terms, conditions, or requirements of the Call;
- Interferes with the Contractor’s right to perform under the terms and conditions of the Call; or
- Directs, supervises or otherwise controls the actions of the Contractor’s employees.

2.4. The Contractor(s) 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.

2.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the Call shall be subject to the terms of the clause entitled “Disputes.”

**3.0 CONTRACTOR POINT-OF-CONTACT (POC).** The Contractor shall provide a POC with authority to make technical, hiring and dismissal decisions, or special arrangement for Calls issued hereunder. The POC shall be responsible for the overall management and coordination of the BPA and shall act as the central POC with the CFPB. 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 Contractor’s designated Point of Contact (POC) is:

|                |               |  |
|----------------|---------------|--|
| Name           | (b)(4),(b)(6) |  |
| Office No      | (b)(6)        |  |
| Fax No         |               |  |
| E-Mail Address |               |  |

Alternate Point of Contact:

|                |               |  |
|----------------|---------------|--|
| Name           | (b)(4),(b)(6) |  |
| Office No      |               |  |
| Fax No         |               |  |
| E-Mail Address |               |  |

**4.0 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 52.232-1, 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)

## **NON-DISCLOSURE AGREEMENT**

### **BPA # CFP-12-Z-00015, Management Consulting Services and Subject Matter Expertise**

#### **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 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 on Management Consulting Services under this BPA 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 18, 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