

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER		PAGE OF 1 35	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICHOLAS OLSON		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541810 <input type="checkbox"/> 8(A) SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP CODE CFPB	
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		CODE ARC/ASD/APB	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
				GSA Contract #: GS-07F-0336V Blanket Purchase Agreement (BPA) for Advertising and Integrated Market Services, as described in the attached Statement of Work Credit Card Vendor: NO Period of Performance: 08/14/2013 to 08/13/2014 (Use Reverse and/or Attach Additional Sheets as Necessary)			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
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				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Ellen Bradley Partner				31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON			
30c. DATE SIGNED 8-14-13				31c. DATE SIGNED 8-15-13			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

Blanket Purchase Agreement (BPA) – CFP-13-Z-00006
Advertising and Integrated Marketing Services

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SECTION I:

BLANKET PURCHASE AGREEMENT STATEMENT OF WORK

**CONSUMER FINANCIAL PROTECTION BUREAU
ADVERTISING AND INTEGRATED MARKETING SERVICES**

1.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), Pub. L. 111-203, established the Consumer Financial Protection Bureau (CFPB) to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, the CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers. For more background on the CFPB, please see <http://www.consumerfinance.gov/the-bureau/>.

2.0 PURPOSE

The purpose of this Blanket Purchase Agreement (BPA) is to obtain Contractor advertising and marketing support services. The Contractor will be tasked with delivering effective local and national advertising to increase the use of the CFPB's products and services "to educate and empower consumers to make better informed decisions" as required under the Dodd-Frank Act. This Statement of Work conveys the current CFPB business objectives and applicable scope. The resulting BPA will allow the CFPB maximum flexibility to obtain advertising, marketing, and related services as it creates, develops, and matures its advertising using traditional and innovative media channels through proven processes, methods, standards, and technologies.

3.0 SCOPE

The Contractor shall assist with conceptualizing, developing, producing, and deploying CFPB's advertising to create, provide, and support CFPB's engagement work, both internal and external.

The scope of work that may be ordered under the BPA by task order to support the CFPB's engagement encompasses, but is not limited to, the following:

- Reviewing current consumer engagement documents and strategies executed for CFPB to date. Such background information will inform the development of future advertising strategies.
- Reviewing existing CFPB market research, recommending an ongoing research plan to understand potential targeted consumers and consumer organizations, and using research findings for the purposes of strategy and advertising development on an ongoing basis. Research may include both qualitative and quantitative consumer and organizational research (e.g. focus groups, online panels, surveys, quantitative

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- advertising testing, etc.) for the purposes of strategy development, creative development, and creative evaluation and execution;
- Using the research and consumer engagement review to develop a consumer engagement plan;
 - Conceptualizing and recommending effective multilingual advertising for the CFPB that is consistent with CFPB's design and style guidelines (to be provided after contract award);
 - Identifying and utilizing appropriate professional talent for multilingual videos and voiceovers, photos, or other needed advertising;
 - Strategizing and consulting with CFPB on the most effective media outlets for specific ways to reach intended audiences, and developing a recommended media plan. Making recommendations to CFPB on new and emerging media strategies when appropriate;
 - Executing creative concepts across all appropriate media channels, including but not limited to television, radio, out-of-home, point-of-purchase, print, web, and public events (e.g. consumer education materials provided at a housing counseling event);
 - Reviewing and providing strategy and counsel on owned and earned media to enable consistency across all media types;
 - Documenting benchmarks of awareness prior to advertising to track effectiveness of calls to action, conducting post-wave tracking of awareness and effectiveness of advertisements, and monitoring effectiveness of advertisements based on the consumer market following calls to action through analytics;
 - Developing, maintaining, and providing recommendations to CFPB's design and style guidelines;
 - Reviewing the creative evaluation process that CFPB has undertaken to date from the formulation of the core consumer engagement strategy to the creative evaluation and testing processes (pre-production and post-production), proposing changes and incorporating that information into the creative design of all advertising under the BPA;
 - Providing the ability to support advertising for audiences whose primary language is not English. Examples of such languages may include, but are not limited to:
 - Spanish,
 - French,
 - Chinese,
 - Tagalog, and
 - Vietnamese.
 - Using the methods outlined above to provide development and design support for recruiting materials to assist the CFPB in its effort to recruit highly-trained employees for vacancies in the CFPB's workforce;
 - Managing and archiving the advertising portfolios of the CFPB; and
 - Working collaboratively with CFPB staff, contractors, and business partners to ensure project success.

4.0 DELIVERABLES

Specific deliverables will be identified by Task Order. **CFPB anticipates that, at a minimum, the deliverables listed in this section will be required for each Task Order issued under the BPA.** All deliverables shall be submitted to the Contracting Officer's Representative (COR) in an electronic format (MS Word, Excel, PowerPoint, Adobe Acrobat, Adobe Creative Suite, Final Edited Videos, etc.) except for Advertising and Marketing Output (see Section 4.7, below), unless otherwise specified in the Task Order.

- 4.1 Orientation Briefing – The Contractor shall schedule an orientation briefing for a date and time mutually agreed upon by CFPB and the Contractor, to be held no more than ten (10) calendar days after Task Order award. The briefings will be hosted at a CFPB office and shall consist of an introduction of key Contractor participants, explanation of their roles, review of communication ground rules, assurance of common understanding of the requirements and objectives, and a discussion of near-term deliverables.
- 4.2 Project Plan – The Contractor shall submit an initial proposed Project Plan within two (2) working days after the Orientation Briefing. In addition to a staffing breakdown, the proposed Project Plan shall also include a high-level schedule, staffing considerations, action items, issues and risks (and proposed mitigations where available) and the organizational resources and management controls to be employed to meet the cost, performance, and schedule requirements. The Contractor shall incorporate or address all CFPB comments on the proposed Project Plan and submit for CFPB approval. The Contractor shall submit an electronic copy of the CFPB-approved Project Plan to the COR.
- 4.3 Weekly Status Meetings – The Contractor shall participate in weekly status meetings, which will include a review of the Project Plan, advertising and marketing progress, and other items required for the effective management of the CFPB's advertising and marketing. One meeting per month will be hosted at a CFPB office, while the other meetings will be held via teleconference unless otherwise indicated by the COR.
- 4.4 Monthly Status Report – The Contractor shall submit, on a monthly basis to the COR, a status report detailing, at a minimum, a summary of work completed during the previous month (detailed by Workstream), associated effort (detailed by labor category and labor hours performed if task order is awarded on a labor-hour basis), and any significant issues encountered and addressed.
- 4.5 Media Plans – On a monthly, quarterly, and annual basis for each active Task Order, the Contractor shall submit to the COR a Media Plan, including the amount of funds planned in the upfront market, if applicable, as well as the scatter market covering, but not limited to, network TV, cable TV, print, out-of-home, digital/interactive, cinema, and radio to effectively reach the audience, and any secondary advertising and marketing.

- 4.6 Report of Recommendation – The Contractor shall submit to the COR a report detailing, at a minimum, the work completed to date, market research conducted, advertising and marketing strategy pursued, and recommendations on the appropriate advertising and marketing media (e.g. television, radio, or print media) the CFPB is to pursue and what output materials need to be produced. The due date for the Report of Recommendation shall be specified in the Task Order.
- 4.7 Advertising and Marketing Output – The Contractor shall be responsible for providing advertising materials to further the CFPB's advertising and marketing. The materials required may include, but are not limited to, the following:
- Advertising and consumer engagement strategy;
 - Television announcements and commercials;
 - Radio announcements and commercials;
 - Print advertising;
 - Online advertising (web, social media, etc.);
 - Out-of-home advertising (billboards, bus panels, subway panels, bus shelters, etc.);
 - Point-of-purchase advertising; and
 - Website design.

Provision of the media space will be responsibility of the Contractor. The Contractor must receive written approval from the COR prior to purchasing any media space.

5.0 PERIOD OF PERFORMANCE

The BPA will be in effect for one (1) 12-month Base Period and four (4) 12-month Option Periods. In accordance with FAR 8.405-3(d)(3), if necessary, the BPA will expire upon the expiration or non-renewal of the Contractor's underlying GSA Schedule contract.

6.0 PLACE OF PERFORMANCE

The work to be performed under the contract will be primarily performed at the Contractor's facilities. The Contractor may be required to perform some work and/or attend meetings at the Government's facilities in the Washington D.C. metropolitan area.

7.0 TRAVEL AND PER DIEM

- a) Travel expenses shall only be applicable to orders performed on a labor hour basis. All task orders issued on a fixed price basis shall include any required travel within the fixed price.
- b) For labor hour task 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.

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.

8.0 CONTRACT TYPE

The Government may issue fixed price (to include firm fixed price or fixed unit price) and/or labor hour task orders under this BPA.

9.0 TASK ORDERS

Any work to be performed under the BPA will commence with the issuance of a task order as requirements within the scope of this SOW arise. With the exception of the first task order request, this process will commence with a request for task order proposal submitted via e-mail to the contractor by the Contracting Officer. The request will specifically identify the CFPB requirements for the project as contained generally in a Statement of Work, identify the project deadline including a detailed project schedule if one exists, and will state the date on which CFPB needs to receive a response from the contractor for this requirement. The contractor will submit a response to the Contracting Officer or the cognizant Contract Specialist by the request due date for a task order proposal. Upon submission of a proposal for the requirement by the contractor, CFPB will evaluate the proposal to ensure that all CFPB requirements have been met and that the pricing proposed is fair and reasonable. Task orders will be in writing and will be issued by the Contracting Officer to include a Statement of Work that describes CFPB's requirement(s).

All tasks/deliverables will be identified in individual task orders. Task orders will be fixed price (to include firm fixed price or fixed unit price) and/or labor hour.

10.0 SECTION 508 REQUIREMENTS

Any deliverables submitted as "electronic and information technology", as defined in Section 508 of the Rehabilitation Act of 1973, shall comply with Section 508 requirements per 36 C.F.R 1194. The full text of the Section 508 regulations and provisions are available at <http://www.section508.gov>.

11.0 TRAVEL AND PER DIEM

- a) Travel expenses shall only be applicable to orders performed on a labor hour basis. All task orders issued on a fixed price basis shall include any required travel within the fixed price.
- b) For labor hour task 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.

- 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 SECURITY AND CONFIDENTIALITY

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.

13.0 CONTRACTOR PERSONNEL SECURITY

13.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

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

- a) Working on-site; or
- b) Accessing Bureau systems; or
- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

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

During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor

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employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government.

In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-site contractor personnel shall abide by security regulations applicable to that site.

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

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

Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-Disclosure Agreement (Attachment 1)
 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 United States 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 (Attachment 1)
 3. Fair Credit Reporting Act Release

4. SF 85-P, “Questionnaire for Public Trust Positions”
 - d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.
 - e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a contractor employee assigned to a task shall continue with the task. The contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five (5) business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor, including individual contract employees and subcontractors, may be required to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

14.0 FEDERAL ACQUISITION REGULATION 52.227-14: RIGHTS IN DATA – GENERAL (DEC 2007)

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

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

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that

may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

15.0 TRANSPARENCY

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to submit, within ten (10) business days from the date the BPA is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed BPA with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed BPA may be properly withheld.

16.0 CYBERSECURITY/IT SECURITY

16.1 DEFINITIONS

- a. Adequate Security. Security that is commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information. This includes assuring that systems and applications in use operate effectively and provide appropriate confidentiality, integrity, and availability through the use of managerial, operational, and technical security controls.
- b. Availability. To ensure the timely and reliable access to, and use of, information.
- c. Confidentiality. Preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.
- d. Information Assurance. Information Assurance (IA) are the measures that protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non- repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.
- e. Information Resource. An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.
- f. Information System. A discrete set of information resources organized for the collection, processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

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g. **Information Technology.** With respect to the CFPB, information technology means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the CFPB, if the equipment is used by the CFPB directly or is used by a contractor under a contract with the CFPB that requires the use: (i) of that equipment; or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product.

h. **Information technology** includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

i. **Integrity.** Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

j. **Service Provider.** Service Providers are non-CFPB entities that support the CFPB mission and information systems. These are any individual or other legal entity that (1) directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or (2) conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another service provider.

k. **Service providers** are classified one of two ways: contracted or shared.

(1) **Contracted Service Provider.** A Contracted Service Provider (CSP) is a general term used to refer to outsourced business processes supported by private sector information systems, outsourced information technologies, or outsourced information services. A CSP performs clearly defined functions for which there are readily identifiable security considerations and needs that are addressed in both acquisition and operations. With the exception of material consequential to the contract, many CSPs conduct operations using Government Furnished Equipment (GFE). However, some CSPs may perform its own purchasing activities independent of government control in which case they would not use GFE.

(2) **Shared Service Provider.** A Shared Service Provider (SSP) is another federal agency functioning as a service provider for the CFPB. The CFPB and other federal agency would sign a Memorandum of Understanding (MOU), Interagency Agreement (IAA) or Data Exchange Agreement.

16.2 GENERAL REQUIREMENTS

- a. The service provider shall be responsible for adhering to CFPB information technology (IT) security requirements for all information systems connected to a CFPB network or operated by the service provider for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the service provider must have physical or electronic access to CFPB information.
- b. CFPB information technology and information assigned to service providers shall remain in the United States. The maintenance, operation, and/or processing of said technology and information must take place, and originate from, within the United States.
- c. The service provider shall maintain a complete and accurate inventory of all CFPB-provided information resources. The inventory shall be made available for inspection immediately upon request by the CFPB.
- d. The service provider facility hosting CFPB information resources must meet all applicable federal, state, and local zoning, environmental, and building laws and regulations. The facility must include protection against unauthorized access at all hours, including alarms and notification systems should such protection be breached.
- e. Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.
- f. The service provider shall ensure that its employees, in the performance of the contract, receive and document annual information security awareness training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 (FISMA) requirements.
- g. The service provider shall grant the Government access to any and all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended. These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safeguard CFPB information resources.
- h. At the expiration of the contract, the service provider shall return all CFPB information resources provided to, or generated by, the service provider during the period of the contract. The service provider shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).

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- i. The service provider shall comply with the terms of the Government-furnished property clauses in this contract for any CFPB-issued IT that is lost, stolen, missing, unaccounted for, or damaged.
- j. For the purposes of application development, the CFPB encourages and prefers the use of web-based, commercial-off-the-shelf solutions. Web-based applications must be configured to work with multiple browser and operating system types and may not favor one browser type over another.
- k. The service provider will adhere to CFPB common security configurations and practices. Security configurations and practices include:
 - l. The provider of information technology shall certify applications are fully functional and operate as intended on systems using the Federal Desktop Core Configuration (FDCC) and other operating system and application standards.
 - m. Final acceptance of the product will be based on the CFPB interpretation of the National Institute of Standards and Technology, National Checklist Program Repository (NIST, NCPR). Checklists are available at the NIST, NCPR website. In situations where security configurations are not available for proposed technologies, the CFPB shall provide instruction.
 - n. The installation, operation, maintenance, and update of software shall not alter any CFPB-accepted or established security configuration.
 - o. Applications designed for users shall run in standard user context without elevated system administrator privileges.
 - p. Products specifically designed for the purpose of Information Assurance (IA), and designated as such by the CFPB, are exempt from these common security configuration requirements. Non-GFE IT is exempted by the CFPB on a case-by-case basis.
 - q. The service provider shall notify the Contracting Officer and the COR within 30 days of any organizational change or impact that may interfere with the full execution of the information security requirements under the contract.
 - r. Throughout the term of the contract, should the service provider deliver a product or provide a service that does not meet (and maintain) these information security requirements the service provider, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

16.3 ADDITIONAL REQUIREMENTS

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- a. The service provider shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's Service Provider Self-Assessment (Attachment 2, embedded in this BPA) upon execution of the contract.
- b. The service provider shall maintain a computing environment with adequate security at all times. This includes, but is not limited to, the description and documentation of the processes and procedures that will be followed to ensure the security of IT resources that are developed, processed, transmitted, used, or maintained under this contract and comprehensive technical testing of the contractor's computing environment by the CFPB.
- c. Prior to the execution of the contract, the CFPB may validate adequate security controls in the contractor environment. When a validation is required, the validation will be conducted by the CFPB as part of an on-site inspection process.
- d. The contractor agrees to demonstrate, to personnel authorized by the CFPB, the technical, operational, and management safeguards that protect the confidentiality, integrity, and availability of CFPB information that it develops, processes, transmits, uses, or maintains during the execution of this contract.
- e. The on-site inspection serves to ensure the computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, FIPS Publications 199 and 200, and Department of the Treasury Directive 85-01. Copies of these documents are maintained by the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.
- f. The service provider must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the contractor's site (including any information stored, processed, or transmitted using the contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- g. The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by the contract as deemed necessary.
- h. The service provider shall, at their own expense, take action to mitigate any harmful effect that is known to the service provider of a use or disclosure of CFPB information by the contractor in violation of the requirements of this clause.

16.4 OBLIGATIONS OF THE CFPB

The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The service provider will be notified of any substantive changes to information security requirements that have a significant impact on the Service Provider's information security obligations under the contract. The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

17.0 ORGANIZATIONAL CONFLICT OF INTEREST

Contractor and subcontractor personnel performing work under the contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create an Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5, relating to this contract or future solicitations. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contracting Officer may also identify an actual or potential OCI and notify the Contractor to submit a plan for mitigation. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may 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.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Blanket Purchase Agreement (BPA) and individual task orders.

The fixed hourly ceiling rates, inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, are applicable for the BPA period of performance referenced in each column heading.

BPA LABOR RATE TABLE

(see next page)

SECTION III:

BLANKET PURCHASE AGREEMENT ADMINISTRATION TERMS AND
CONDITIONS

1.0 Authority - Contracting Officer, Contracting Officer Representative and
Contractor's Project Manager

1.1 Contracting Officer

- a. The Contracting Officer for this contract is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Room 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this Blanket Purchase Agreement (BPA) and any task orders issued under it, 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 price of any task orders issued under this BPA to cover any increase in cost incurred as a result thereof.

1.2 Contracting Officer Representative (COR) Designation and Authority

- (a) The COR is:

Kathleen Tetrault
Marketing Specialist
1625 I Street NW, Washington, DC 20006
3rd Floor
Kathleen.Tetrault@cfpb.gov
202-435-9568

The Alternate COR is:

Tamara (Tami) Lucero
Outreach Coordinator

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1625 I Street NW, Washington, DC 20006

3rd Floor

Tamara.Lucero@cfpb.gov

202-435-7121

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

1.3 Contractor Project Manager

- a. The Contractor’s designated Project Manager for this BPA is:

Name: Sarah Green

Office No: 202.813.4986 Fax No: 202.204.5858

E-Mail Address: Sarah.Green@gmmb.com

- b. The Contractor shall provide a Project Manager for this BPA who shall have the authority to make any no-cost technical, hiring and dismissal decisions for the Contractor regarding this Blanket Purchase Agreement, or special arrangement regarding this BPA. The Project Manager shall be responsible for the overall management and coordination of this BPA and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

2.0 FAR 52.217-9: Option To Extend The Term Of The Contract (MAR 2000)

- a. The Government may extend the term of this BPA by written notice to the Contractor within five (5) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fifteen (15) 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 BPA shall be considered to include this option clause.
- c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

3.0 Payment Schedule

A payment schedule will be specified in individual task order awards.

4.0 Electronic Invoicing and Payment Requirements

- 4.1 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.
- 4.2 The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 4.3 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

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via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

- 4.4 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.
- 4.5 Overpayments.
 - 4.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
 - 4.5.2 The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

5.0 **Key Personnel**

- (a) Substitution of Key Personnel -
 - (1) The Contractor shall assign to the BPA those persons whose resumes were submitted with its quote who are necessary to fill the requirements of the BPA. No substitutions shall be made except in accordance with this clause.
 - (2) The Contractor shall not allow personnel substitutions during the BPA performance period unless the Contractor promptly notifies the Contracting Officer, with a copy to the COR, and provides the information required by paragraph (3) below. All proposed substitutions must be submitted, in writing, at least fifteen (15) business days in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (3) below.
 - (3) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume

for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. All proposed substitutions must have relevant qualifications that are equal or superior to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

- (b) For purposes of this BPA, Key Personnel are defined as the contractor's Project Manager, Workstream Lead for each of the five (5) Workstreams, and any other staff that will perform material aspects of the work scoped under the BPA.

The Contractor's Project Manager for this BPA is:

Name: Sarah Green
Office No: 202.813.4986 Fax No: 202.204.5858
E-Mail Address: Sarah.Green@gmmb.com

The Contractor's Workstream Leads are:

Workstream Lead for Account Workstream
Name: Sarah Green
Office No: 202.813.4986 Fax No: 202.204.5858
E-Mail Address: Sarah.Green@gmmb.com

Workstream Lead for Strategy and Research Workstream
Name: Allison Thomas
Office No: 202.813.4936 Fax No: 202.204.5858
E-Mail Address: Allison.Thomas@gmmb.com

Workstream Lead for Media Workstream
Name: Jesse Demastrie
Office No: 202.813.4983 Fax No: 202.204.5858
E-Mail Address: Jesse.Demastrie@gmmb.com

Workstream Lead for Production Workstream
Name: Gabriel Kornbluh
Office No: 202.813.4896 Fax No: 202.204.5858
E-Mail Address: Gabriel.Kornbluh@gmmb.com

Workstream Lead for Creative Workstream
Name: Michael Carpenter
Office No: 202.813.4942 Fax No: 202.204.5858
E-Mail Address: Michael.Carpenter@gmmb.com

The Contractor's Additional Key Personnel are:

Strategic and Creative Development Lead

Name: Ellen Frawley

Office No: 202.813.4917 Fax No: 202.204.5858

E-Mail Address: Ellen.Frawley@gmmb.com

Deputy for Account Workstream

Name: Shailee Shah

Office No: 202.813.4815 Fax No: 202.204.5858

E-Mail Address: Shailee.Shah@gmmb.com

Project Manager for Creative Workstream

Name: Sara Amalfitano

Office No: 202.813.4905 Fax No: 202.204.5858

E-Mail Address: Sara.Amalfitano@gmmb.com

Digital Producer for Creative Workstream

Name: Stephanie Elie

Office No: 202.813.4737 Fax No: 202.204.5858

E-Mail Address: Stephanie.Elle@gmmb.com

Industrial Design Director for Creative Workstream

Name: Michael Heroux

Office No: 202.813.4865 Fax No: 202.204.5858

E-Mail Address: Michael.Heroux@gmmb.com

Associate Creative Director for Creative Workstream

Name: Ben Hawkins

Office No: 202.813.4944 Fax No: 202.204.5858

E-Mail Address: Ben.Hawkins@gmmb.com

Art Director for Creative Workstream

Name: Jenny Isaacs

Office No: 202.813.4895 Fax No: 202.204.5858

E-Mail Address: Jenny.Isaacs@gmmb.com

Designer for Creative Workstream

Name: Catherine Richards

Office No: 202.813.4811 Fax No: 202.204.5858

E-Mail Address: Catherine.Richards@gmmb.com

Lead Researcher for Strategy and Research Workstream

Name: Christopher Bumcrot

Office No: 917.546.9360 Fax No: 212.226.0240

E-Mail Address: Cbumcrot@arc11c.com

Multilingual Strategist for Creative Workstream

Name: Lorena Chambers

Office No: 304.876.2706 Fax No: N/A

E-Mail Address: Lorena@chamberslopez.com

6.0 Reassignment and Replacement of Contractor Personnel

- (a) The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment in writing.
- (b) In the event the Contractor finds it necessary to replace any of the assigned non-key personnel during the performance of a task order, the Contracting Officer and Contracting Officer Representative shall be notified in writing. In cases of Contractor initiated reassignment of non-key personnel, notice shall be provided at least five (5) calendar days prior to reassignment. Replacement personnel shall meet or exceed the relevant qualifications of the originally assigned non-key personnel. This notice shall also include the resume(s) of the proposed replacement personnel. All replacement non-key personnel are subject to the prior written approval of CFPB's COR or Contracting Officer.

ATTACHMENT 1:

NON-DISCLOSURE AGREEMENT

**Advertising and Integrated Marketing Services
BPA # CFP-13-Z-00006
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing advertising and integrated marketing 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

Blanket Purchase Agreement (BPA) – CFP-13-Z-00006

the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my, 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.

Blanket Purchase Agreement (BPA) – CFP-13-Z-00006

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

Blanket Purchase Agreement (BPA) – CFP-13-Z-00006

ATTACHMENT 2:

SERVICE PROVIDER SELF-ASSESSMENT



Adobe Acrobat
Document

Attachment 2

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-13-0012		PAGE OF 1 29	
2. CONTRACT NO. CFP-13-2-00006		3. AWARD/ EFFECTIVE DATE 09/30/2013		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICHOLAS OLSON		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541810 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8(A) SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
0001		GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/30/2013 to 09/29/2014 To develop a CFPB marketing strategy and the Owning a Home product Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
						950,474.01	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$950,474.01			
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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Nicholas R. Olson		30c. DATE SIGNED 9-26-13		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-27-13	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: \$950,474.01. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0001**

**MARKETING SERVICES AND THE “OWNING A HOME” PRODUCT
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I

TASK ORDER 0001 STATEMENT OF WORK (SOW) MARKETING SERVICES AND THE “OWNING A HOME” PRODUCT

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order, not to exceed (b)(4)

3.0 BACKGROUND

The Consumer Financial Protection Bureau (CFPB) is developing a comprehensive online product to educate consumers in navigating the financial decisions involved in the purchase of a new home. For this product to be effective in helping consumers lead better financial lives, consumers must become aware of its' benefits. To build this product awareness CFPB requires a comprehensive marketing plan effort for the Owning a Home product.

4.0 PURPOSE

The purpose of this Task Order is to obtain contractor support services to develop an advertising and marketing strategy around the newly developed Owning A Home online product. The new product is expected to be launched in late summer 2013. Owning a Home is a set of tools and information designed to help consumers make better decisions about mortgages. It will contain information about the steps in the process of getting a mortgage loan to buy a home, as well as tools that help consumers gather information (such as current market rates for people with their credit score) that will be valuable as they negotiate with lenders to secure a mortgage.

5.0 SCOPE

The Contractor shall provide the following services:

- Review the Owning a Home product, as well as CFPB's design, style and voice guidelines, market research, product offerings, and long term consumer engagement plans;
- Work with CFPB to develop a marketing strategy, balancing overall CFPB positioning with the launch of individual financial products such as Owning a Home;
- Develop strategies for advertising and marketing that drive awareness and usage of the Owning a Home tools with prospective home buyers, build awareness of the CFPB, and further CFPB's goal of creating a trusted relationship with American consumers; and
- Strategize and consult with CFPB on the most effective media outlets to reach the intended target audiences.

6.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 23, 2013 is hereby incorporated by reference into this Contract, see Attachment 1.

7.0 PERIOD OF PERFORMANCE

The period of performance for this Task Order will be twelve (12) months from date of award.

8.0 PLACE OF PERFORMANCE

The work to be performed under the contract will be primarily performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C. metropolitan area.

9.0 GOVERNMENT-FURNISHED PROPERTY

The government will not provide materials, equipment, software, support, or facilities for contractors.

10.0 DELIVERABLES

The following deliverables are required under this Task Order and shall be submitted to the Contracting Officer's Representative (COR) as required under the BPA:

- 10.1 Orientation Briefing – Within five (5) working days of award, the Contractor shall schedule an orientation briefing for a date and time mutually agreed upon by CFPB and the Contractor, to be held at a CFPB office. The briefing shall consist of an introduction of key Contractor participants, explanation of their roles,

review of communication ground rules, assurance of common understanding of the requirements and objectives, and discussion of near-term deliverables. The briefing must occur within ten (10) calendar days after Task Order award.

- 10.2 Project Staffing Plan – Two (2) working days after the Orientation Briefing, the Contractor shall provide a proposed Project Plan. In addition to a staffing breakdown, the Project Plan shall also include information on the organizational resources and management controls to be employed to meet the cost, performance, and schedule requirements of this Task Order. The Contractor shall incorporate or address all CFPB comments on the proposed Project Plan and submit for CFPB approval. The Contractor shall submit an electronic copy of the CFPB-approved Project Plan to the COR.
- 10.3 Project Plan – Two (2) working days after to the Orientation Briefing, the Contractor shall develop and deliver a Project Plan, including a high-level schedule, staffing considerations, action items, and issues and risks (and proposed mitigations where available).
- 10.4 Strategy Recommendation – The Contractor shall submit to the COR two (2) draft marketing strategy documents, one for an overall CFPB strategy (including recommendations on balancing the overall CFPB positioning with awareness building on the product lines), and another for Owning A Home specifically. Timing will depend on the specifics of the approved Project Plan.
- 10.5 Media Plans – The Contractor shall develop a proposed media recommendation and draft Media Plan. Once accepted, the Contractor will purchase the approved media, and track its placement. On a monthly, quarterly and annual basis for the duration of this Task Order, the Contractor shall provide, electronically to the COR, an update on the Media Plan, including the amount of funds planned in the upfront market, if applicable, as well as the scatter market covering, but not limited to, network TV, cable TV, print, out-of-home, digital/interactive, cinema, and radio to effectively reach the audience; and any secondary advertising and marketing. The Contractor will recommend changes to the media plan as necessary to increase its effectiveness.
- 10.6 Advertising and Marketing Output – The Contractor shall be responsible for developing and producing CFPB-approved advertising materials. The materials required will be determined by the Strategy Recommendation and Media Plan.

All working media shall be procured by the Contractor, unless otherwise directed by CFPB. The Contractor must receive written approval from the COR prior to purchasing any media space.
- 10.7 Market Research Report – Following conclusion of the media purchased under the Advertising and Market Output, the Contractor shall deliver to the COR a Market Research Report showing the impact of the advertising and marketing.

- 10.8 Weekly Status Meetings – The Contractor shall participate in weekly status meetings, which will include a review of the Project Plan (including planned and active Task Orders), advertising and marketing progress, and other items required for the effective management of the CFPB’s advertising and marketing. The meetings will be in person or via teleconference at the direction of the COR.
- 10.9 Monthly Status Report – The Contractor shall submit on a monthly basis to the COR a status report detailing, at a minimum, a summary of work completed during the previous month, associated effort, and any significant issues encountered and addressed.
- 10.10 Creative Retention Plan – Within 45 calendar days of award of this Task Order, the Contractor shall submit a plan which outlines how the Contractor will maintain, inventory, and preserve all creative work, including but not limited to, digital content and files, film tapes, commercials, slides, negatives, and any and all other items produced by the Contractor and any partners or subcontractors on behalf of the CFPB. The Contractor shall deliver this report electronically to the COR.

11.0 KEY PERSONNEL

The Contractor’s designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

12.0 SECURITY AND CONFIDENTIALITY

12.1 Background

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

12.2 Contractor Personnel Security

12.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

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

- a) Working on-site; or
- b) Accessing Bureau systems; or
- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

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

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

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

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

- a. All applicable personnel shall be United States citizens.
- b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in

their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:
1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- d. Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.
- e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

13.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

14.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1625 I Street, NW, 3rd Floor
Washington, DC 20006

Email: Kathleen.Tetrault@cfpb.gov
Phone: 202-435-9568

The Alternate COR is:

Tamara (Tami) Lucero
Outreach Coordinator
1625 I Street NW, 3rd Floor
Washington, DC 20006
Email: Tamara.Lucero@cfpb.gov
Phone: 202-435-7121

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Marketing Services and the “Owning a Home” Product
BPA # CFP-13-Z-00006, Task Order 0001
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-13-0013		PAGE OF 1 21		
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE 09/24/2013		4. ORDER NUMBER 0002		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 541810 SIZE STANDARD: \$14.0 </div> </div>				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		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 <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
0001		GSA Contract #: GS-07F-0336V Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/24/2013 to 03/23/2014 Search Marketing Services Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						23. UNIT PRICE
						24. AMOUNT 833,509.88		
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$833,509.88		
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 checked="" 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.						29. AWARD OF CONTRACT. REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print) Crystal McKay Partner				30c. DATE SIGNED 9-24-13		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		
						31c. DATE SIGNED 9-24-13		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: \$833,509.88. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0002**

**PAID SEARCH MARKETING SERVICES
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I
TASK ORDER 0002
STATEMENT OF WORK (SOW)
PAID SEARCH MARKETING SERVICES

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order, not to exceed (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a question and answer platform on ConsumerFinance.gov called Ask CFPB to help consumers find answers to their basic financial questions as one avenue to fulfill this statutory mandate. Additionally, the CFPB is in the process of replicating that platform on a Spanish version of the site.

In order to ensure consumers get the information they need when they need it, the CFPB needs to present its information where consumers are looking for it. CFPB research has shown that consumers would not typically go directly to CFPB's website, ConsumerFinance.gov, to search for answers to their basic questions – instead, research has shown Consumers would search for it on the web. A paid search marketing campaign will ensure that CFPB information shows up when consumers search for answers online.

4.0 PURPOSE

The CFPB plans to execute a paid search marketing campaign, across both English and Spanish website components. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office) and government liaisons from leading online search platforms during the period of performance.

5.0 SCOPE

The scope of services will include the planning, execution, and evaluation of a paid search marketing campaign. The goal of the campaign will be to increase the number of consumers that click from their search results through to the CFPB website (i.e. "click through" from Google.com to ConsumerFinance.gov), and the vendor must analyze and report the results (i.e. effectiveness) of the paid search marketing under this requirement. The CFPB has budgeted \$675,000 to use for paid search marketing under this task order. The contractor will support the development of the campaign strategy and execute and optimize that strategy.

The search campaign will focus on terms related to consumer financial products and services. Key terms will likely include, but are not limited to, "mortgage," "auto loan," and "credit card." The contractor will be responsible for purchasing paid search marketing for these and similar key terms. Terms will be determined by CFPB in collaboration with the contractor, once the task order has been awarded.

In addition to the English search terms, we have recently developed a Spanish language version of our website. Search campaign resources will be divided between English and Spanish resources.

6.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 17, 2013 is hereby incorporated by reference into this Contract, see Attachment 1.

7.0 PERIOD OF PERFORMANCE

The period of performance for this Task Order is six (6) months from date of award.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 GOVERNMENT-FURNISHED PROPERTY

The government will not provide materials, equipment, software, support, or facilities for contractors.

10.0 TASKS

The specific tasks required under this task order include:

- 10.1** Propose a plan to execute paid search marketing campaign. The CFPB has budgeted \$675,000 to use for paid search marketing under this task order, in hopes of driving as many consumers as possible to its website from searches related to certain search terms, as determined by the CFPB (based on the vendor's expertise and recommendations). The CFPB will work with the contractor once the task order has been awarded to determine exact search terms and goals, but the contractor may consider the following CFPB search term model as an example:
- Mortgage
 - Auto Loan
 - Credit Card

The contractor should evaluate the current market rates for paid search advertising when creating its search execution plan. The contractor should also be able to execute in both English and Spanish, depending on CFPB needs.

- 10.2** Purchase paid search marketing on CFPB's behalf according to the plan described in Section 8.1, once agreed upon by CFPB's Office of Consumer Engagement.
- 10.3** Adjust paid search marketing as needed throughout the course of the campaign as directed by CFPB's Office of Consumer Engagement.
- 10.4** Participate in coordination meetings in person or by telephone weekly and as requested by CFPB's Office of Consumer Engagement to make adjustments to the paid search marketing plan.
- 10.5** Provide any information related to the campaign required to integrate the search marketing campaign with the CFPB's website metrics reporting system. The CFPB uses Google Analytics for website metrics reporting.

11.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) business days after task order award
Deliverable 2: Proposed paid search marketing campaign execution plan	No later than five (5) business days after kickoff meeting

Deliverable 3: Final paid search marketing campaign execution plan	No later than five (5) business days after the receipt of comments on the proposed plan from the Office of Consumer Engagement
Deliverable 4: Weekly reports on key performance indicators for campaign	Weekly after the beginning of the campaign
Deliverable 5: Final report to conclude the campaign, including but not limited to cost per word, day-by-day keyword, impression, and click-through analyses	No later than five (5) business days after the campaign concludes

12.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

13.0 SECURITY AND CONFIDENTIALITY

13.1 Background

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

13.2 Contractor Personnel Security

13.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

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

- a) Working on-site; or
- b) Accessing Bureau systems; or

- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

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

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

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

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

- a. All applicable personnel shall be United States citizens.
- b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:
1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- d. Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.
- e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

14.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:
- Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov
- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

15.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:
- Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1625 I Street, NW, 3rd Floor
Washington, DC 20006
Email: Kathleen.Tetrault@cfpb.gov
Phone: 202-435-9568

The Alternate COR is:

- Tamara (Tami) Lucero
Outreach Coordinator
1625 I Street NW, 3rd Floor
Washington, DC 20006
Email: Tamara.Lucero@cfpb.gov
Phone: 202-435-7121
- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction " includes, without limitation, direction

to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.

- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

16.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 16.1** 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.
- 16.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 16.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face

of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

- 16.4** 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.

16.5 Overpayments.

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

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

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Paid Search Marketing Services
BPA # CFP-13-Z-00006, Task Order 0002
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

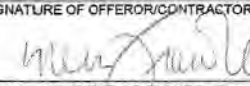
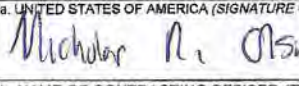
Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER CFP-20100-13-0033		PAGE OF 1 23	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE 09/30/2013		4. ORDER NUMBER 0003		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
				NAICS: 541810		SIZE STANDARD: \$14.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
16. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB	
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BFD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE ARC/ASD/APB	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2013-61000001-251001-CFP2010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/30/2013 to 03/29/2014 Marketing and advertising consulting services for the planning of a Consumer Response Public Information Campaign. Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						188,801.57
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$188,801.57	
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 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.				<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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Crystal McKay, Partner		30c. DATE SIGNED 9-26-13		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-27-13	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: \$188,801.57. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0003**

**PUBLIC INFORMATION CAMPAIGN FOR CONSUMER RESPONSE
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I
TASK ORDER 0003
STATEMENT OF WORK (SOW)
PUBLIC INFORMATION CAMPAIGN FOR CONSUMER RESPONSE

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order, not to exceed (b)(4)

3.0 BACKGROUND

The Consumer Financial Protection Bureau (CFPB or Bureau) is the nation's first federal agency focused solely on consumer financial protection. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) created the CFPB to protect consumers of financial products and services and to encourage the fair, transparent and competitive operation of consumer financial markets. The Bureau's mission is to make consumer financial markets work for consumers, honest businesses, and the economy as a whole.

Consumer Complaints

Collecting, investigating, and responding to consumer complaints¹ are integral parts of the CFPB's work, as Congress set forth in the Dodd-Frank Act.² The Bureau's Consumer Response team hears directly from consumers about the challenges they face in the marketplace, brings their concerns to the attention of companies, and assists in addressing their complaints.

Consumer Response began operations on July 21, 2011, accepting consumer complaints about credit cards. Consumer Response began handling mortgage complaints on December 1, 2011, and it began accepting complaints about bank accounts and services, private student loans, and other consumer loans on March 1, 2012. It began handling credit reporting complaints on October 22, 2012, money transfer complaints on April 4, 2013, and debt collection complaints on July 10, 2013. Information about consumer complaints is made available to the public, through the CFPB's public [Consumer Complaint Database](#), launched on June 19, 2012. The CFPB

¹ Consumer complaints are submissions that express dissatisfaction with, or communicate suspicion of wrongful conduct by, an identifiable entity related to a consumer's personal experience with a financial product or service.

² See Dodd-Frank Act, Pub. L. No. 111-203, Section 1021(c)(2).

continues to work toward expanding its complaint handling to include other products and services under its authority, such as debt collection, and payday loans.

Consumer Response currently handles, on an annualized basis, approximately 150,000 consumer complaints. It is anticipated that future complaint volume could exceed 500,000 complaints a year and eventually top 1 million. Consumer Response is evolving its current operating model to efficiently meet the demands and maintain (or improve) the current level of service provided at a much higher level of volume.

Consumer Response also shares data about complaints with other offices in the Bureau. This data informs the Bureau about business practices that may pose risks to consumers and help with the Bureau's work to supervise companies, enforce Federal consumer financial laws, and write better rules and regulations.

For more background on Consumer Response, see http://files.consumerfinance.gov/f/201303_cfpb_Consumer-Response-Annual-Report-to-Congress.pdf.

4.0 PURPOSE

The purpose of Call (Task Order) 0003 is to obtain marketing and advertising consulting services for the planning and execution of a Consumer Response Public Information Campaign.

The Office of Consumer Response needs an efficient and effective way to provide consumers with information about the complaint process, to manage their expectations about what they can expect from the process, and to communicate the value of their submissions to the Bureau - namely, that every complaint we receive makes a difference and that even those complaints that do not lead to an individual solution or restitution for the consumer help inform the Bureau's work and help us identify and prioritize problems.

The scope of work to be performed may encompass, but is not limited to:

- review of existing internal and external communications about the complaint process
- review of market research recommendations prepared for the CFPB
- conceptualization, development, production, and deployment of a marketing strategy and plan, and related public relations and advertising (including multimedia and multilingual applications)

5.0 SCOPE

The contractor will assist with gathering existing data and information, and use it to analyze and develop a Consumer Response' marketing strategy and plan in support of a Consumer Response Public Information Campaign.

The contractor shall provide the services identified in this section.

- marketing consulting services
- public relations consulting services
- advertising consulting services

6.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 17, 2013, REV. September 24, 2013, is hereby incorporated by reference into this Contract, see Attachment 1.

7.0 PERIOD OF PERFORMANCE

The period of performance for this Task Order shall be six (6) months from date of award.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 TASKS

The specific tasks required under this task order include:

9.1 Task 1- Communications and Market Research Review

Review all internal and external communications across all media about the consumer complaint process executed to date. This includes communications produced by Consumer Response and other divisions or departments, including, but not limited to, Consumer Education and Engagement (CEE) and External Affairs (EA).

- Internal communications include: CFPB wiki; Consumer Response talking points and style guide, mission, vision, values, goals, and strategic plan documentation.
- External communications include: CFPB website (complaints web page, blogs), press releases, speeches, brochures, reports, etc.

Review and analyze the market research plan recommendations prepared as part of the 2012 market research contract.

Such background information will inform the development of new strategies and communications.

9.2 Task 2 – Marketing Strategy

Develop a marketing strategy and marketing plan for external communications about the consumer complaint process that provides consumers with information about the complaint process, manages their expectations about what they can expect from the

process, and communicates the value of their submissions to the Bureau - namely, that every complaint we receive makes a difference and that even those complaints that do not lead to an individual solution or restitution for the consumer help inform the Bureau's work and help us identify and prioritize problems.

9.3 Task 3 – Public Relations and Advertising Plan

Develop public relations and advertising plans for external communications about the consumer complaint process that provides consumers with information about the complaint process, manages their expectations about what they can expect from the process, and communicates the value of their submissions to the Bureau - namely, that every complaint we receive makes a difference and that even those complaints that do not lead to an individual solution or restitution for the consumer help inform the Bureau's work and help us identify and prioritize problems.

10.0 DELIVERABLES

The contractor shall also provide the following deliverables:

Deliverable Description	Deliverable Due Date
Orientation briefing: the contractor will coordinate the scheduling of an orientation briefing. The briefing will be hosted at CFPB's office on a date/time to be agreed to by both parties and will consist of an introduction of key contractor participants, explanation of their roles, review of communication ground rules, assurance of common understanding of the requirements and objectives, and a discussion of near-term deliverables. CFPB will provide guidance on existing communications, stakeholders, and channels of distribution used to communicate the consumer complaint process.	Within 10 days after date of award
Progress Report meetings or conference calls to provide updates on the progress of deliverables.	Weekly
A presentation to CFPB stakeholders in which initial findings are presented for review and comment.	30 days after date of award
A presentation to CFPB stakeholders in which findings and recommendations are presented, namely: analysis of internal and external communications, including: identification of messaging inconsistencies and gaps, evaluation of stakeholder roles and channels of distribution used to communicate the consumer complaint process; recommendations.	60 days after date of award
A presentation to CFPB stakeholders in which a marketing strategy is presented for review and comment (including an overview of target audiences, overarching key messages, and marketing objectives).	80 days after date of award
A marketing plan outlining how the marketing strategy will be executed, including general public relations and advertising recommendations (including multilingual applications).	110 days after date of award

A presentation and plan detailing public relations recommendations, including target audiences, key messages, media plan, and communication vehicles (including, but not limited to: press releases, blogs, articles, social media, consumer stories, interviews, speaking engagements, consumer outreach, etc.), including multilingual applications.	125 days after date of award
A presentation and plan detailing advertising recommendations, including target audiences, key messages, and advertising materials and media plan (including, but not limited to: television and radio announcements and commercials, print advertising (brochures, direct mail), online advertising (web, social media, etc.), out-of-home advertising (billboards, bus panels, subway panels, bus shelters, etc.), point-of-purchase advertising; and website design), including multilingual applications.	150 days after date of award

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Sandra Warstler
Acquisition Team Lead/Budget Analyst
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: 202-435-9703
Email Address: sandra.warstler@cfpb.gov

The Alternate COR is:

Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1625 I Street, NW, 3rd Floor
Washington, DC 20006
Phone Number: 202-435-9568
Email Address: kathleen.tetrault@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

13.0 KEY PERSONNEL.

The following personnel are considered key personnel by the government for Call 0003:

- Project Manager / Account Workstream Lead
- Strategy and Research Workstream Lead

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 SECURITY AND CONFIDENTIALITY

14.1 Background

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

14.2 Contractor Personnel Security

14.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

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

- a) Working on-site; or
- b) Accessing Bureau systems; or
- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

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

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

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

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

- a. All applicable personnel shall be United States citizens.
- b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:
 1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- d. Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.
- e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to

disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Public Information Campaign for Consumer Response
BPA # CFP-13-Z-00006, Task Order 0003
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

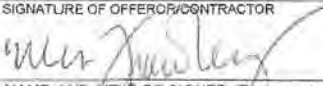
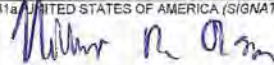
Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-20600-13-0039		PAGE OF 1 20			
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE 09/30/2013		4. ORDER NUMBER 0004		5. SOLICITATION NUMBER			
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541810 SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER: DPAS (15 CFR 700)		13b. RATING			
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328			
18b. PAYMENT WILL BE MADE BY ARC/ASD/APB		CODE ARC/ASD/APB		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$74,278.24			
0001		GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2013-61000001-251002-CFP20600000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 09/30/2013 to 12/28/2013 Review, analysis and further development of CFPB's current Employer Value Proposition (EVP). Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						74,278.24	
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 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Gallen Frankley, Partner		30c. DATE SIGNED 9-26-13		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-27-13			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The total amount of award: \$74,278.24. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0004**

**EMPLOYER IDENTITY REVIEW
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I: TASK ORDER 0004 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

ATTACHMENT 1: CONTRACTOR'S PROPOSAL

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1
TASK ORDER 0004
STATEMENT OF WORK
EMPLOYER IDENTITY REVIEW

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order in the amount of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau (CFPB) 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.

One way to maximize the effectiveness of the consumer protections established by Federal consumer financial law is for CFPB to attract well-qualified applicants in order to deploy a workforce that meets dynamic challenges and provides effective oversight of the consumer financial marketplace.

4.0 PURPOSE

The purpose of Task Order 0004 is to obtain marketing and advertising consulting services for the review, analysis and further development of CFPB's current Employer Value Proposition.

The CFPB plans to evolve our employer identity, within our overall agency identity. The contractor shall analyze current communications and survey data to evaluate the consistency of the current Employer Value Proposition (EVP). The CFPB has a portfolio of digital/print recruiting and on-boarding/off-boarding materials. Additionally, the Office of Human Capital gathers data from new hires and current employees on an ongoing basis. Going forward, there is a need to further define and refine the employer identity to lead to a more consistent message for

targeted markets that successfully translates into a truthful experience for employees throughout the CFPB.

5.0 SCOPE

The Vendor shall review existing research and agency identity information, assess the current CFPB target audiences, evaluate the existing variances in the CFPB agency identity from the perspective of the employees and leadership, comparison map based on analysis of the data provided and develop a mapping session to review discrepancies and areas of improvement for the Employer Value Propositions (EVP).

- 5.1 The Vendor shall participate in a Kick-Off Meeting and develop a formal project management plan designed to coordinate timelines within the period of performance.

The CFPB will provide the existing survey data, information about our target audiences and an explanation of the survey data during the kickoff meeting.

- 5.2 The Vendor shall review all existing employee target audiences and employee identity materials which includes but is not limited to Annual Employee Surveys, New Hire Surveys, Onboarding/Orientation materials, Print/Digital marketing materials, internal/external communications, and Job Opportunity Announcements (JOA). The vendor shall participate in an identity briefing provided by the OHC and relevant stakeholders for consistency and potential areas of improvement based on the current EVP.
- 5.3 The Vendor shall provide a detailed comparison map and validation report that summarizes discrepancies in the current employer identity, print materials, and digital materials. The report shall include recommendations for next steps/strategy to further develop, refine or define the employer identity and EVP.
- 5.4 The Vendor shall provide a debriefing and mapping session for relevant stakeholders to explain the validation report and answer questions. The vendor shall also prepare and provide a summary analysis to include inputs from the debriefing.

6.0 PERIOD OF PERFORMANCE

The period of performance for this Task Order is 90 days from date of award.

7.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 20, 2013 is hereby incorporated by reference into this Contract, see Attachment 1.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 GOVERNMENT-FURNISHED PROPERTY

The government will not provide materials, equipment, software, support, or facilities for contractors.

10.0 DELIVERABLES

The contractor shall also provide the following deliverables:

Deliverable	Date(s) of Delivery/Performance
Kick-Off Meeting	Within 5 days after award, the Vendor shall schedule a meeting with the COR and relevant CFPB's staff to review expectations on tasks and deliverables
Project Management Plan	5 business days after the kick-off meeting
Assignment Progress Reports	Weekly – Vendor will provide updates on the progress of assignments requested by the COR.
Review of Existing Target Audience and Agency Identity Material	Within 30 days of award
Employer Value Proposition validation report	Within 60 days of award
Employer Identity Mapping Session	Within 90 days of award

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Michael Rivera
Human Resources Specialist
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: 202-435-7394
Email Address: michael.rivera2@cfpb.gov

The Alternate COR is:

Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1625 I Street, NW, 3rd Floor
Washington, DC 20006
Phone Number: 202-435-9568
Email Address: kathleen.tetrault@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;

- (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL.

The following personnel are considered key personnel by the government for Task Order 0004:

- Project Manager / Account Workstream Lead
- Strategy and Research Workstream Lead

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 SECURITY AND CONFIDENTIALITY

14.1 Background

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

14.2 Contractor Personnel Security

14.2.1 Pre-Screening of Personnel and Removal of Unacceptable Personnel

All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks.

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

- a) Working on-site; or
- b) Accessing Bureau systems; or
- c) Accessing Bureau data; or
- d) Representing the Bureau in an official capacity.

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

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

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

The COR may direct that certain personnel that may be exposed to Sensitive But Unclassified (SBU) data meet additional security requirements. SBU data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. The Contractor shall ensure that any such applicable personnel working on any contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of SBU data.

- a. All applicable personnel shall be United States citizens.
- b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work,

verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:

1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed and submitted to the COR for processing, as follows:
1. Completed fingerprint cards
 2. Non-Disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85-P, "Questionnaire for Public Trust Positions"
- d. Applicable personnel shall wear CFPB issued identification badges when working in Government facilities.
- e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. The CFPB reserves the right to determine if a Contractor employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All information provided by the government shall be returned to the government at the conclusion of this contract. In addition the contractor must have provided the personnel associated with this contract, all security awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all

other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

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

16.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Employer Identity Review
BPA # CFP-13-Z-00006, Task Order 0004
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER CFP-30200-14-0005		PAGE OF 1 24	
2. CONTRACT NO. CFP-13-Z-00006			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0005		5. SOLICITATION NUMBER
							6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY			b. TELEPHONE NUMBER <small>(No collect calls)</small>		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541810 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 6(A) SIZE STANDARD: \$14.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> JFB <input type="checkbox"/> RFP	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552			CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108			CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX Period of Performance: 06/23/2014 to 12/22/2014 New call for CFP-13-Z-00006						
0001	Development and execution of the "Paying for Continued ... <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>						599,436.95
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$599,436.95	
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 checked="" type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Ellen Stanley</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Nicholas Olson <small>Digitally signed by Nicholas Olson DN: cn=Nicholas Olson, o=Consumer Financial Protection Bureau, ou=Contracting Office, email=Nicholas.Olson@cfpb.gov, c=US Date: 2014.06.23 17:40:35 -0400</small>			
30b. NAME AND TITLE OF SIGNER (Type or print) <i>Ellen Stanley</i>		30c. DATE SIGNED <i>6-23-14</i>		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 6/23/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	College" marketing campaign The total amount of award: \$599,436.95. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0005**

**PAYING FOR COLLEGE (PFC) MARKETING CAMPAIGN
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I: TASK ORDER 0005 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0005 STATEMENT OF WORK PAYING FOR COLLEGE (PFC) MARKETING CAMPAIGN

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order in the amount of \$ (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

As part of our Consumer Experience Program, the CFPB has created a consumer facing tool called "Paying for College" (PFC), designed to allow students to compare financial aid packages and make informed choices about student loan debt, before they take it on. Consumer Engagement's goal is to build awareness and usage of this valuable tool, to help more students utilize it to make the best financial aid choices for them. In service of this goal, Consumer Engagement plans to field an opportunistic advertising campaign to build Paying for College usage during the current financial aid season (from April – June, 2014).

4.0 PURPOSE

The CFPB plans to execute an opportunistic campaign for Paying for College. The Contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office) during the period of performance.

5.0 SCOPE

The Contractor shall review existing Paying for College research and prior advertising to, develop a hypothesis for a creative strategy and execute a short term PFC awareness building campaign.

- 5.1 – The Contractor shall participate in a Kick-Off Meeting and develop a formal project management plan designed to coordinate timelines within the period of performance.
- 5.2 – The Contractor shall develop a hypothesis on an opportunistic creative strategy, develop creative and a corresponding media plan, and, after CFPB approval at each phase, place these in market in July 2014. The vendor will also develop a set of proposed metrics to measure the campaign, and work to put those into place.
- 5.3 – The Contractor shall measure the effectiveness of the opportunistic marketing and deliver a final report to CFPB on the campaign.

6.0 PERIOD OF PERFORMANCE

The period of performance will be six (6) months from date of award. Please see Section 8.0 for a list of Deliverables to be provided during this timeframe.

7.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

8.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than one (1) week after task order award
Deliverable 2: Develop and Launch the Paying for College campaign	No later than one (1) month after task order award
Deliverable 3: Weekly reports on key performance indicators of the campaign	Weekly after the beginning of the campaign
Deliverable 4: Optimize and measure campaign effectiveness	Beginning one (1) month after campaign launch continuing through the end of the Task Order
Deliverable 5: Final report to conclude the campaign, including but not limited to impression and click-through analyses	No later than 10 business days before expiration of the Task Order

9.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

10.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1625 I Street, NW, 3rd Floor
Washington, DC 20006
Phone Number: 202-435-9568
Email Address: Kathleen.Tetrault@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

11.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees are considered key personnel by the government for Task Order 0005. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

12.0 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.

12.1 Contractor Personnel Security

12.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 12.1.2** 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.
- 12.1.3** 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.
- 12.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 12.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
- a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement

- c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
- 1. Completed fingerprint cards
 - 2. Non-disclosure Agreement
 - 3. Fair Credit Reporting Act Release
 - 4. SF 85P
 - 5. Optional Form 306
- 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. 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.
- 12.1.6 Non-Disclosure Agreement.** 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.
- 12.1.7** The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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, 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 (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.
- 13.5** Overpayments.
- 13.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 13.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

14.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management, research and communications review, marketing strategy and planning, and development of creative brief and paid media plan.	<ul style="list-style-type: none"> • Kick-off meeting • Project management plan • Periodic calls/meetings with CFPB staff • PPT deck detailing marketing plan • Creative brief 	(b)(4)
Invoice #2 ODCs for full placement cost (at net) and serving fees of approved paid media plan.	<ul style="list-style-type: none"> • Approved paid media plan 	

<p>Invoice #3 To include labor hours for development of creative concepts and executions, including programming of banner advertising and production of :30 spot, including related music and talent rights.</p>	<ul style="list-style-type: none"> •Creative executions of flash and rich media banner ads •:30 spot based on footage from consumer story video testimonial 	<p>(b)(4)</p>
<p>Invoice #4 To include labor hours for ongoing project management, media plan optimization and weekly reporting and delivery of final campaign report.</p>	<ul style="list-style-type: none"> •Periodic calls/meetings with CFPB staff •Weekly media reports •Final campaign report 	

15.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

16.0 INSPECTION OF BOOKS & RECORDS

- 16.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 16.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB

shall have the same rights to the subcontractor books, documents, papers and records as specified above.

- 16.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.
- 16.4** CFPB'S Office of the Inspector General (OIG)
- 16.4.1** This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
- 16.4.2** For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.
- 16.4.3** The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Paying for College Marketing Campaign
BPA # CFP-13-Z-00006, Task Order 0005
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

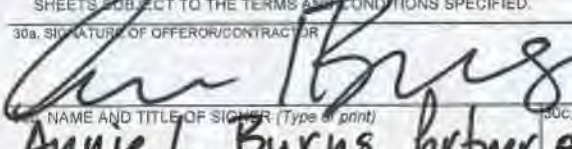
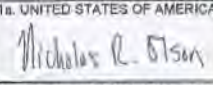
Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-20100-14-0026		PAGE OF 1 27							
2. CONTRACT NO. CFP-13-Z-00006			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0006		5. SOLICITATION NUMBER						
7. FOR SOLICITATION INFORMATION CALL:			a. NAME CRYSTAL MCKAY			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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS 541810 SIZE STANDARD: \$14.0			% FOR:					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			13b. RATING				
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552			CODE CFP			16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			CODE CFPB				
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108			CODE 184861235 FACILITY CODE			18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328			CODE ARC/ASD/APB				
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
0001		GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2014-61000001-251002-CFP2010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/07/2014 to 02/06/2015 Implementation of the Public Information Campaign for Consumer Response - Firm Fixed Price Labor Costs Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)										(b)(4)	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$685,049.68							
<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 checked="" type="checkbox"/> 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.						<input 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							
30a. SIGNATURE OF OFFEROR/CONTRACTOR  NAME AND TITLE OF SIGNER (Type or print) Annie L. Burns, Partner						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  DIGITALLY SIGNED BY Nicholas R. Olson DN: cn=Nicholas Olson, ou=Consumer Financial Protection, ou=Regulatory, ou=Contracting Officer, email=Nicholas.Olson@cfp.gov, c=US, Date: 2014.08.11 13:25:18-0400 31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON							
30c. DATE SIGNED 08/07/2014						31c. DATE SIGNED 8/11/14							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>Implementation of the Public Information Campaign for Consumer Response - Media Buys and ODCs (Not-to-Exceed)</p> <p>The total amount of award: \$685,049.68. The obligation for this award is shown in box 26.</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0006**

**IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION II: SCHEDULE OF SERVICES AND PRICES

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0006 STATEMENT OF WORK IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Hybrid Task Order (Firm, Fixed Price Labor, with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

To support the Bureau's mission and satisfy the requirements of the Dodd-Frank Wall Street Reform Act, the Consumer Response Division needs to increase consumer awareness of its products (to include the complaint process). Awareness is currently based on referrals from other regulatory entities, word-of-mouth, and Bureau-specific communications, such as speeches and blogs. By not executing a Public Information Campaign, it is anticipated that consumer awareness of Consumer Response products will slow down, unclear expectations on the part of consumers will rise, and the Bureau will experience a decrease in the number of consumers reached, all of which are contrary to the Bureau's mission.

4.0 PURPOSE

The Office of Consumer Response requires execution of the Public Outreach Campaign Strategy developed by the Contractor (GMMB) under Call (Task Order) 0003 of subject BPA. The strategy includes using various media, from owned/paid media channels to word-of-mouth ("earned" media), and will identify target audiences most likely to benefit from the services provided by Consumer Response. The strategy relies on a messaging framework that both describes Consumer Response products, and inspires public engagement. Executing the strategy and its messaging framework will require:

- Testing and refinement of consumer-facing messages;
- Development of a comprehensive messaging toolkit, based on both internal and external messages; and
- Use of a combination of owned/paid- and earned media sub-strategies.

Care must be taken that the Public Information Campaign is not perceived as soliciting complaints.

5.0 SCOPE

The Contractor will assist with gathering existing data/information and, using that, will develop a Consumer Response marketing strategy and plan in support of a Consumer Response Public Information Campaign. The scope of work may encompass, but is not limited to:

- review of existing internal and external communications about the complaint process;
- review of market research recommendations prepared for the CFPB; and
- conceptualization, development, production, and deployment of a marketing strategy and plan, and related public relations and advertising services (including multimedia and multilingual applications).

6.0 TASKS

The specific tasks required under this BPA Task Order include:

- 6.1 Creative development and creative testing (of Consumer Response –specific direct-to-consumer advertising) to support Public Information Campaign
- 6.2 Implementation of Public Information Campaign strategic plan: execution of a fully integrated communications campaign that leverages owned, earned, and paid media and intermediary relationships with a wide range of third-party groups who reach key target audiences

7.0 PERIOD OF PERFORMANCE

The period of performance will be six (6) months from date of award.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Description	Due Date (Calendar Days)
Creative brief; advertising concepts in English and Spanish for testing; final advertising creative to include print and online executions	45 days after award
Finalized media plan	90 days after award
Editorial calendar, speaking opportunities proposal	120 days after award
Metrics definition, base-lining, and reporting (via CFPB Awareness Survey, Nielsen Vizu study, Nielsen Brand Effect study, Google Analytics, as appropriate)	180 days after award

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Richard Jones
Acquisition Support Analyst
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-7419
Email Address: Richard.Jones@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award, and must be proposed by the Contractor. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2** 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.
- 14.1.3** 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.
- 14.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 5. Optional Form 306
 - 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. 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.
- 14.1.6 Non-Disclosure Agreement.** 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

15.1 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.

- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management, research and communications review, and development of creative brief and paid media plan.	<ul style="list-style-type: none"> Kick-off meeting Periodic calls/meetings with CFPB staff Creative brief Draft paid medial plan 	(b)(4)
Invoice #2 ODCs for full placement cost (at net) and serving fees of approved paid media plan.	<ul style="list-style-type: none"> Approved paid media plan 	
Invoice #3 To include labor hours for development of the editorial calendar, review of speaking opportunities, earned media counsel and intermediary group audit.	<ul style="list-style-type: none"> Editorial calendar Recommendation for speaking opportunities Earned media pitch angles Intermediary group audit 	
Invoice #4 To include labor hours for development of creative concepts and executions, including programming of banner advertising and production of two (2) :30 spots, including related music and talent rights	<ul style="list-style-type: none"> Creative executions of flash and rich media banner ads Two (2) :30 spots based on footage from consumer story video testimonials 	
Invoice #5 To include labor hours for ongoing project management, earned media and intermediary outreach (as necessary), toolkit/message framework refinement, media plan optimization, monthly reporting, and delivery of final campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Mid-flight media report Monthly campaign reports Revised message framework Final campaign report 	

NOTE: Percentages of estimated total do not equal 100% due to rounding.

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential.

Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.
- 18.4** CFPB'S Office of the Inspector General (OIG)
 - 18.4.1** This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
 - 18.4.2** For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.
 - 18.4.3** The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

**19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

online advertising campaign to drive consumers who likely have a complaint about a financial product or service to Consumer Response.	
<i>Subtotal ODCs</i>	(b)(4)
Total Estimated Price	

*The Digital Media Associate labor category (mapped to Account Executive) will need to be approved by the CFPB for this Task Order. It is not currently included in the overall BPA.

BUDGET ASSUMPTIONS

The following details the budget assumptions used to estimate Labor Hours and Other Direct Costs.

Project Management

LABOR HOURS

- Hours for overall project management
- Hours to provide weekly assignment progress reports
- Hours for oversight of and coordination among various internal departments
- Hours to participate in kick-off meeting and periodic status meetings or conference calls with CFPB, as needed

External and Internal Communications Review

LABOR HOURS

- Hours to review research and communications materials, which may include audience research, past creative advertising executions, Google Analytics reports, and other metrics

Development of Editorial Calendar

LABOR HOURS

- Hours to research and map out timing of relevant content
- Hours to develop recommended topics/content

Partnership Research and Outreach

LABOR HOURS

- Hours to conduct audit of up to seven intermediary groups
- Hours to refine message toolkit for intermediary groups
- Hours to conduct limited outreach to intermediary groups, as necessary

Earned Media (Media Relations/Speaking Opportunities)

LABOR HOURS

- Hours to identify newsworthy story angles for proactive media pitching on a monthly basis
- Hours to develop up to four media lists (including print, broadcast and digital outlets)
- Hours to conduct limited outreach to media outlets, as necessary
- Hours to coordinate with Consumer Response to identify speaking opportunities for CFPB leadership and staff

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Implementation of the Public Information Campaign BPA # CFP-13-Z-00006, Task Order 0006 Conditional Access to Sensitive But Unclassified or Controlled Unclassified 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 Building Financial Capability through Product Design and Program Delivery Support Services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356;

Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

GMMB Authorized Representative (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30100-14-0027		PAGE OF 1 26	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE 0007		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541810 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		17b. CODE 184861235		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18b. CODE ARC/ASD/APB	
TELEPHONE NO				17d. CHECK IF REMITTANCE IS DIFFERENT AND PLT SUCH ADDRESS IN OFFER			
18c. 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
0001	GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 08/21/2014 to 11/20/2014 New task order for CFP-13-Z-00006 To facilitate the planning, execution, and Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						249,752.26
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$249,752.26	
<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 checked="" type="checkbox"/> 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.				<input 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Kara Lenhart / Partner, GMMB				30c. DATE SIGNED 8/19/2014		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON	
						31c. DATE SIGNED 8-20-2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>evaluation of a media campaign to provide education and broad awareness to consumers outlinging their new rights and protections based on the new rule governing international money transfers issued by the CFPB on October 28, 2013.</p> <p>The total amount of award: \$249,752.26. 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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0007**

**REMITTANCE MEDIA CAMPAIGN
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

TABLE OF CONTENTS

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SECTION 1

TASK ORDER 0007 STATEMENT OF WORK IREMITTANCE MEDIA CAMPAIGN

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Hybrid Task Order (Firm, Fixed Price Labor, with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). On October 28, 2013, a new rule governing international money transfers became effective. As a result the bureau must provide education and broad awareness to consumers directly impacted by this rule. As the back-to-school shopping season is one of several peak times for remittance transfers, the Consumer Financial Protection Bureau's Office of Financial Education (OFE) would like to utilize a media campaign during this time to direct remittance consumers to resources outlining their new rights and protections.

4.0 OBJECTIVE

The CFPB plans to utilize our AIMS BPA vendor, GMMB, to execute this media campaign, utilizing existing marketing creative in both English and Spanish. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office), Office of Financial Education and government liaisons from media outlets during the period of performance.

5.0 SCOPE

The scope of services will include the planning, execution, and evaluation of a media campaign, potentially including digital display advertising, in-store & radio PSAs, video, social and other media as specified by the COR, and guided by the strategy and results of the previous media flight. The goals of the campaign will be articulated by the CFPB at the beginning of the campaign and may vary by product or language. Goals may include to increase the number of consumers that click through to the CFPB website (i.e. "click through" from marketing creative to ConsumerFinance.gov) or to increase engagement with CFPB materials from consumers who click through (i.e. consumers who click to a second page of the website after landing on a page from the campaign). The vendor must analyze and report the results (i.e. effectiveness) of the media with respect to the campaign goals. The contractor will support the development of the campaign strategy and execute and optimize that strategy.

Campaign resources will be divided between English and Spanish channels, based on allocation of previous remittance campaigns, and shall run for a minimum of four (4) weeks leading up to and during the Back-To-School shopping season that traditionally begins in August.

The CFPB will provide a report on the previous remittance media campaign, ad copy, target audiences, marketing creative, campaign goals, ad groups, and sample key words. The contractor will be responsible for reviewing this content, and expanding or modifying the media plan at the direction of the COR. Terms will be determined by CFPB in collaboration with the contractor, once the task order has been awarded.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Propose a plan to execute a campaign after reviewing the media plan and advertising results from the previous flight. The CFPB hopes to drive as many consumers as possible to its website directly from advertisements, as well as other ways of building traffic and awareness. The CFPB will work with the contractor once the task order has been awarded to determine exact goals, as well as the detailed spending on marketing vehicles, and the contractor may use findings from our current campaigns as a starting place for evaluating this campaign.

The contractor should evaluate the current market rates for advertising when creating its execution plan. The contractor should also be able to execute in both English and Spanish, depending on CFPB needs and based on the allocation of resources from previous media campaigns.

- 6.2** Purchase digital banner, video and audio marketing on CFPB's behalf according to the plan described in Section 5.1 and utilizing existing pre-approved creative, once agreed upon by CFPB's Office of Financial Education. Purchase other media vehicles as approved by the COR.
- 6.3** Adjust marketing as needed throughout the course of the campaign as directed by the COR and CFPB's Office of Financial Education
- 6.4** Provide weekly reporting and adjustment recommendations, and participate in coordination meetings in person or by telephone weekly and as requested by CFPB's Office of Consumer Engagement to make adjustments to the marketing plan.
- 6.5** Provide report on performance metrics at the conclusion of the advertising flight to determine advertising effectiveness. This report should contain at minimum:
 - 6.5.1 Click-through rates by ad size, page placement, ad networks or platforms, and media type.
 - 6.5.2 Impressions, plays, and plays to completion.
 - 6.5.3 Web site visits, and traffic patterns once consumers click through to consumerfinance.gov and consumerfinance.gov/es/.
- 6.6** Provide any information related to the campaign required to integrate the marketing campaign with the CFPB's website metrics reporting system. The CFPB uses Google Analytics for website metrics reporting.

7.0 PERIOD OF PERFORMANCE

The period of performance will be three (3) months from date of award.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Description	Due Date (Calendar Days)
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Proposed marketing campaign execution plan	No later than five (5) days after kickoff meeting
Deliverable 3: Final marketing campaign execution plan	No later than five (5) days after the receipt of comments on the proposed plan from the Office of Consumer Engagement
Deliverable 4: Weekly reports on key performance indicators for campaign	Weekly after the beginning of the campaign
Deliverable 5: Final report to conclude the campaign, including but not limited to cost per word, day-by-day keyword, impression, and click-through analyses	No later than five (5) days after the campaign concludes

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of

the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Matthew Garber
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-9477
Email Address: matthew.garber@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2** 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.
- 14.1.3** 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.
- 14.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 5. Optional Form 306
 - 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. 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.
- 14.1.6 Non-Disclosure Agreement.** 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

15.1 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.

- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management, communications review, and development of paid media plan.	<ul style="list-style-type: none"> Kick-off meeting Periodic calls/meetings with CFPB staff Proposed medial plan 	(b)(4)
Invoice #2 ODCs for full placement cost (at net) and serving fees of approved paid media plan.	<ul style="list-style-type: none"> Approved marketing campaign execution plan (paid media plan) 	
Invoice #5 To include labor hours for ongoing project management, limited resizing of advertising creative, updates to video end slate/call to action, weekly reporting, and delivery of final campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Final advertising creative Weekly campaign reports Final campaign report 	

NOTE: Percentages of estimated total do not equal 100% due to rounding.

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.

18.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

18.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be

deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 **CONTRACTOR'S PROPOSAL.** The Contractor's Proposal dated REV. July 31, 2014 is hereby incorporated into this Contract, see Attachment 1.

ATTACHMENT 1

CONTRACTOR'S PROPOSAL

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Remittance Media Campaign
BPA # CFP-13-Z-00006, Task Order 0007
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to

Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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.

Nicholas R. Olson
Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-14-0016		PAGE OF 1 24			
2. CONTRACT NO. CFP-13-Z-00006			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0008		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME CRYSTAL MCKAY			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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 541810 SIZE STANDARD: \$14.0 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552			CODE CFP			16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108			CODE 184861235 FACILITY CODE			18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328			
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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001		GSA Contract #: GS-07F-0336V Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/29/2014 to 02/11/2015 2014 Agency Identity Media Buy - Firm Fixed Labor Costs Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)							(b)(4)
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,187,184.15			
<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"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) William Taliaferro, Partner						30c. DATE SIGNED 8/29/14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON	
						31c. DATE SIGNED 8-29-14			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	2014 Agency Identity Media Buy - Media Placement and ODCs (Not-to-Exceed) The total amount of award: \$2,187,184.15. The obligation for this award is shown in box 26.				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0006**

**AGENCY IDENTITY MEDIA BUUY
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION 1

TASK ORDER 0006 STATEMENT OF WORK AGENCY IDENTITY MEDIA BUY

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Hybrid Task Order (Firm, Fixed Price Labor, with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a website, ConsumerFinance.gov, which helps consumers find answers to their financial questions and provides relevant information about a range of CFPB efforts and services. We have also developed a range of tools to help consumers including our Consumer Response function, Ask CFPB, and Paying for College.

In order to ensure consumers get the information they need, when they need it, the CFPB needs to build awareness of our capabilities and services, and help consumers understand the availability and credibility of our tools. This project will purchase and run media to bring our messages to the American public.

4.0 OBJECTIVE

The objective of this project is to build awareness and credibility of the CFPB and its tools. Reaching 20% of target audience (adults 30 - 44 with HHI between \$35k - \$125k) at 5x frequency per month.

5.0 SCOPE

The scope of services will include the development and purchase of media and the placement of advertising based on the agreed upon media plan from Task Order 0001 under BPA CFP-13-Z-00006.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Purchase media per agreed upon media plan in Task Order 0001 of BPA CFP-13-Z-00006.
- 6.2** Work with CFPB to develop a set of metrics to measure the effectiveness of the campaign. The Contractor shall report on these metrics on a weekly basis as well as provide a consolidated final summary report at the end of the project. The Contractor shall also prepare presentations on campaign performance for management and CFPB stakeholders as needed and as a summary at the end of the project.

7.0 PERIOD OF PERFORMANCE

The period of performance will be five and a half (5 ½) months from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Description	Due Date (Calendar Days)
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Review detailed media buy with CFPB.	No later than ten (10) days after kickoff meeting
Deliverable 3: Purchase and place media.	No later than 15 days after the receipt of comments on the message rotation presentation.
Deliverable 4: Develop and distribute effectiveness metrics reporting and management presentations..	Weekly throughout the term of the project
Deliverable 5: Final summary report of effectiveness metrics and management presentations.	No later than five (5) months after task order award

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-9568
Email Address: kathleen.tetrault@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award, and must be proposed by the Contractor. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or

d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

14.1.2 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.

14.1.3 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.

14.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

14.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

- a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
- 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 5. Optional Form 306
- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management, review and approval of detailed media plan, and development of strategy for advertising landing page.	<ul style="list-style-type: none"> Kick-off meeting Periodic calls/meetings with CFPB staff Proposed medial plan Advertising landing page memo 	(b)(4)
Invoice #2 ODCs for full placement cost (at net) and serving fees of approved paid media plan.	<ul style="list-style-type: none"> paid media plan 	
Invoice #3 To include labor hours for ongoing project management, limited sizing of advertising creative, ongoing optimization and coordination with the CFPB team, weekly reporting, and delivery of final campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Advertising optimization Weekly campaign reports Final campaign report 	

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.
- 18.4** CFPB'S Office of the Inspector General (OIG)
- 18.4.1** This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
- 18.4.2** For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.
- 18.4.3** The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency

Act violation (31 U.S.C. 1341), the following shall govern:

- (1) Any such clause is unenforceable against the Government.
 - (2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end-user to such clause.
 - (3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR’S PROPOSAL

The Contractor’s Proposal dated August 27, 2014 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0008 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0008 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Agency Identity Media Buy
BPA # CFP-13-Z-00006, Task Order 0008
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-14-0006		PAGE OF 1 24	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0009		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 541810 SIZE STANDARD: \$14.0 </div> </div>	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE ARC/ASD/APB	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	GSA Contract #: GS-07F-0336V Period of Performance: 09/26/2014 to 01/25/2015 New task under CFP-13-Z-00006 Development of an editorial calendar - Firm Fixed Labor Costs Accounting Info: CFP5577DEXXXXXX-2014-61000001-251003-CFP3020000000 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						(b)(4)
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$67,806.40	
<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 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 type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 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.				<input 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Ellen Frankley Partner		30c. DATE SIGNED 9-25-14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-26-14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX</p> <p>Funded: (b)(4)</p> <p>Accounting Info: CFP5577DEXXXXXX-2014-61000001-251003-CFP3000000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX</p> <p>Funded: (b)(4)</p> <p>New task under CFP-13-Z-00006</p> <p>Development of an editorial calendar - ODCs (Not-to-Exceed)</p> <p>Accounting Info: CFP5577DEXXXXXX-2014-61000001-251003-CFP3000000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX</p> <p>Funded: (b)(4)</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 26.</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0009**

**EDITORIAL CALENDAR
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION 1

TASK ORDER 0009 STATEMENT OF WORK AGENCY IDENTITY MEDIA BUY

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order in the amount of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB has developed a website, ConsumerFinance.gov, which helps consumers find answers to their financial questions and provides relevant information about a range of CFPB efforts and services.

In order to ensure consumers get the information they need, when they need it, the CFPB needs to use consumerfinance.gov as effectively as possible, providing the content most helpful and useful, for an appropriate length of time. Content provided will be a balance of information on our major products and services, such as Consumer Response, with more tactical and seasonality oriented initiatives. This project will design an editorial calendar with the appropriate balance of consumer relevant information, to make the best use of the powerful website and social media tools that we have.

4.0 OBJECTIVE

The objective of this project is work in collaboration with CFPB's Office of Consumer Engagement to develop an editorial (tracking) calendar.

5.0 SCOPE

The scope of services will include the development of an editorial calendar including an inventory of message types by product/experience and level of strategy, an inventory of potential placements within owned, earned, and paid channels, a recommendation on placements and frequency for content at various strategic levels, and the development of a twelve month editorial calendar reflecting these tradeoffs.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1 Gather data on the wide breadth of message types that can be presented as part of consumerfinance.gov. Categorize the types of messages (by strategic/tactical, and product type/experience). This includes strategic messages we want to convey and key information we need to convey such as regulation implementation and external affairs events.
- 6.2 Develop a complete list of owned, earned, and paid placement opportunities, and create a hierarchy of usage for the placements (most strategic to least, those for different types of products). This list will include placements on the newly redesigned, "Flapjack" website.
- 6.3 Create principles for the locations where each type of content should be delivered to balance our messaging and the frequency with which it should be messaged.
- 6.4. Create a draft twelve month editorial calendar, showing message types and frequency of rotation.

7.0 PERIOD OF PERFORMANCE

The period of performance will be four (4) months from date of award. Please see Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award.
Deliverable 2: Presentation on message categories, recommendations for website placement for each, and recommended rotation and rationale.	No later than thirty (30) days after kickoff meeting.
Deliverable 3: Present recommended editorial calendar.	No later than thirty (30) days after the receipt of comments on the message rotation presentation.
Deliverable 4: Finalize editorial calendar	No later than thirty (30) days after the receipt of comments on the calendar presentation.

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552

Phone Number: (202) 435-7621

Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Matthew Garber
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-9477
Email Address: matthew.garber@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award, and must be proposed by the Contractor. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or

- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2** 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.
- 14.1.3** 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.
- 14.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 5. Optional Form 306
- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4** 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.
- 15.5** Overpayments.
- 15.5.1** In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 15.5.2** The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1	<ul style="list-style-type: none"> Inventory of CFPB messaging and content, including recommendations on categorization Meeting to present recommendations and rationale Ongoing project management (50%) 	(b)(4)
Invoice #2	<ul style="list-style-type: none"> List of earned, owned and paid media placement opportunities Memo illustrating content delivery framework Meeting to present opportunities and framework 	
Invoice #3	<ul style="list-style-type: none"> Final 12-month editorial calendar Meeting to present calendar to CFPB staff Ongoing project management (50%) 	

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this

Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other

comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR’S PROPOSAL

The Contractor’s Proposal dated September 5, 2014 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0009 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0009 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Editorial Calendar
BPA # CFP-13-Z-00006, Task Order 0009
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30100-14-0025		PAGE OF 1 28	
2. CONTRACT NO. CFP-13-2-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0010		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 541810 SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <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 <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB	
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE ARC/ASD/APB	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/29/2014 to 01/28/2015 Financial Well-Being & Flashcards Content Development - Labor Hour Costs Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						(b)(4)
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$169,752.90	
<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 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 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.				<input 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Ellen Frankley		30c. DATE SIGNED 9-25-14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-26-14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	Financial Well-Being & Flashcards Content Development - ODCs (Not-to-Exceed) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0010**

**FINANCIAL WELL-BEING & FLASHCARDS CONTENT DEVELOPMENT
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0010 STATEMENT OF WORK FINANCIAL WELL-BEING & FLASHCARDS CONTENT DEVELOPMENT

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order in the amount of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). In order to improve financial well-being of consumers, CFPB seeks to promote effective financial education practices, including providing innovative approaches to financial education practitioners that support improved consumer financial decision-making.

The CFPB is currently engaged in a groundbreaking research project to define Financial Well-Being (FWB) from the consumer's perspective, with the ultimate goal of identifying the knowledge, skills, behaviors and personal characteristics that most strongly contribute to it, and using this information to inform consumer-centric, effective financial education approaches. The FWB Project holds the potential to act as a watershed moment in the field of financial education, shifting the primary paradigm from providing static information to consumers, to providing interactive, tailored support for consumer financial decision-making.

As part of the CFPB's intent to ensure a consistent Bureau identity among consumers and translating that message effectively through intermediaries, there is a requirement to determine an effective value proposition of the FWB project for the financial education field within the boundaries of the larger identity work. This will lay the groundwork for the assimilation of the FWB research results, and provide a context for the delivery of a set of interactive techniques and innovative information to financial educators across the country. To ensure the best possible results, this will require research and discussion with a range of stakeholders across the Financial Education community.

Further, there is a large and well-established body of literature on best practices regarding how to engage, communicate, and interface with consumers on personal decision-making topics, grounded in robust scientific research. This body of literature has yet to be incorporated by financial educators into daily practice with consumers in need of financial education. This initial investment would begin to introduce financial educators to a body of knowledge which will improve the effectiveness of consumer-facing interventions, likely through a series of to-be-developed online resources in the form of "Flashcards".

To this point, the Bureau also seeks the development of brief, easily accessible, engaging communications resources on how to incorporate strategic ideas about consumer decision making into educational interventions with the goal of assisting financial educators in implementing these research-based best practices.

4.0 OBJECTIVE

The objective of this project is execute a task order for the market research, value proposition development and corresponding creative for the Financial Wellbeing Project and initial content development for the Flashcards Project. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office), Office of Financial Education and appropriate liaisons from other organizations as required during the period of performance.

5.0 SCOPE

The scope of services will include a brief market research study with financial education practitioners and intermediaries (professional and trade organizations, curriculum developers, policy groups, funders, etc.). This research will yield a findings report, including messaging recommendations, as well as creative collateral, that is consistent with the CFPB visual standards and within the scope of the current identity work.

Additionally, the contractor will research, compile, and synthesize a significant amount of established literature on research and practice pertaining to best practices in engaging clients in individual decision making, in order to create a set of resources for financial education practitioners (potentially in the form of brief written communications detailing a particular aspect of best practice, via distilled talking points, expanded versions of each bullet subject, graphics, tables or illustrations; as well as a research-informed background piece or set of resource).

These resources will be developed around up to three (3) content areas, including any, all, or a combination of the following (and not limited to the following list): (a) psychological and emotional obstacles to discussing money and personal finances; (b) the difficulties of requesting professional help on private matters; (c) the impact of nonverbal expression in engaging clients; (d) the impact of social and familial relationships in personal decision making; and/or (e) the role of affect in decision making. The resources to be developed will focus on practitioner skill development, and will be pilot tested prior their use in future projects.

The CFPB will provide the contractor with: (a) the early findings of the Financial Well-Being research project, including information outlining the current state of knowledge on the topic; (b) guidance as to how to identify and reach financial education intermediaries and practitioners; (c) guidance regarding relevant bodies of literature, subject matter experts, and/or other resources for the research underpinning the Flashcards content development.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1 Conduct a brief market research study around the Financial Well-Being project including but not limited to individual and small group conversations with financial education practitioners and intermediaries (professional and trade organizations, curriculum developers, policy groups, funders, etc.) to understand the needs of the specific target audience and provide recommendations on an effective communications strategy to engage financial educators around the value of CFPB resources, and more specifically the results of the Financial Well-Being project.
- 6.2 Develop a value proposition, messaging recommendations and creative collateral, within the scope of the Bureau's overarching identity work, based on the research findings and communications strategy outlined in Task 4.1.
- 6.3 Conduct background research for each of 2-3 subject matter areas regarding best practices for engaging, communicating with, and interfacing with consumers on personal decision-making topics (for example, the importance of recognizing and strategically responding to affect in the process of discussing personal decision-making issues is a robust and well-researched corpus of psychological literature). CFPB will determine the specific topic areas to be covered by the research and the Bureau anticipates this work will require the contractor to collaborate with one or more skilled and technically qualified experts in fields such as counseling psychology, clinical psychology, interpersonal counseling, social work, personal coaching, and/or financial coaching; and may require further academic study and/or expertise related to the psychological aspects of money and finance.

As a result, the contractor will write a background piece for each subject area, in keeping with conceptual requirements and guidance from CFPB which will be

incorporated into the final deliverables provided by the Contractor (outlined in Task 4.4).

- 6.4 Under the direction of the COR and with CFPB's approval of the contractor's recommended communication strategy, design and produce contents of brief communications resources directed towards financial educators in the subject matter areas researched by the contractor (as determined by the Bureau), adhering to the CFPB's style guide, Bureau identity work, and research outcomes from Tasks 4.1, 4.2, and 4.3. These resources may be provided in any of a variety of mediums, and in keeping with the approved communications strategy, including but not limited to: electronic communications, online digital content, or other communications platforms that will maximize audience impact in a cost-effective manner.

7.0 PERIOD OF PERFORMANCE

The period of performance will be four (4) months from date of award. Please see Section 8.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Work plan/project plan with specific timelines	No later than five (5) days after kickoff meeting
Deliverable 3: Progress Reports	Monthly beginning 30 days after kickoff meeting
Deliverable 4: Report of initial findings of audience research outlined in Task 5.1	30 days after award

Deliverable 5: Final report of audience research including communications strategy outlined in Task 4.1, and initial value proposition outlined in Task 4.2	60 days after award
Deliverable 6: Background summaries for each of the identified subject matter areas as outlined in Task 4.3	60 days after award
Deliverable 7: Refined and finalized value proposition, messaging recommendations and related creative outlined in Task 4.2	75 days after award
Deliverable 8: Draft communications as outlined in Task 4.4	90 days after award
Deliverable 9: Final content outlined in Task 4.4 allowing for two rounds of CFPB feedback and revisions	120 days after award

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Cassandra McConnell-Tatum
Deputy Assistant Director, Financial Education
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-7672
Email Address: cassandra.tatum@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

13.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award, and must be proposed by the Contractor. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more

consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2** 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.
- 14.1.3** 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.
- 14.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a.* All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:

- a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 - 5. Optional Form 306
- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.

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

15.4 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.

15.5 Overpayments.

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

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

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1	<ul style="list-style-type: none">• Kick-off Meeting• Work/Project Plan• Progress Report #1• Project Management (25%)• Market Research Study – Initial Report	(b)(4)

Invoice #2	<ul style="list-style-type: none">• Market Research Study – Final Report• Value Proposition - Draft• Progress Report #2• Project Management (25%)	(b)(4)
Invoice #3	<ul style="list-style-type: none">• Subject Matter Background Summaries	
Invoice #4	<ul style="list-style-type: none">• Final Value Proposition• Final Creative Collateral• Progress Report #3• Project Management (25%)	
Invoice #5	<ul style="list-style-type: none">• Final Flashcards• Progress Report #4• Project Management (25%)	

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to

this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user

to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 15, 2014 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0010 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0010 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Financial Well-Being & Flashcards Content Development BPA # CFP-13-Z-00006, Task Order 0010 Conditional Access to Sensitive But Unclassified or Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

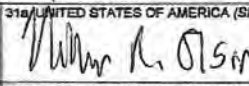

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER See Schedule		PAGE OF 1 26	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0011		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICHOLAS OLSON		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> B(A) NAICS: 541810 SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108	
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		GSA Contract #: GS-07F-0336V Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/29/2014 to 03/28/2015 New task order for CFP-13-Z-00006 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$392,955.51			
<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"/> 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:			
<input checked="" type="checkbox"/> 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.				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		30b. NAME AND TITLE OF SIGNER (Type or print) Ellen Frankley, Partner		30c. DATE SIGNED 4/26/14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON	
						31c. DATE SIGNED 9-26-14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Fall 2014 Search Marketing for Ask CFPB (Not-to-Exceed) Requisition No: CFP-30200-14-0008				(b)(4)
0002	Fall 2014 Search Marketing for Consumer Response (Not-to-Exceed) Requisition No: CFP-30200-14-0018 The total amount of award: \$392,955.51. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0011**

**FALL 2014 SEARCH MARKETING
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I: TASK ORDER 0011 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0011 STATEMENT OF WORK FALL 2014 SEARCH MARKETING

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order not-to-exceed the amount of \$(b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a question and answer platform on ConsumerFinance.gov called Ask CFPB to help consumers find answers to their basic financial questions as one avenue to fulfill this statutory mandate, as well as a Spanish version of Ask CFPB, and a Consumer Response system that accepts and responds to consumer complaints in the financial marketplace.

In order to ensure consumers get the information they need, when they need it, the CFPB needs to present its information where consumers are looking for it. CFPB research has shown that consumers would not typically go directly to CFPB's website, ConsumerFinance.gov, to search for answers to their basic questions – instead, research has shown Consumers would search for it on the web. Search advertising, digital display advertising, and other media (as specified in the

media plan approved by the COR), will ensure that CFPB information shows up when consumers search for answers online.

4.0 PURPOSE

The CFPB plans to utilize our AIMS BPA vendor, GMMB, to execute this marketing campaign, across both English and Spanish website components. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office) and government liaisons from leading online search platforms during the period of performance.

5.0 SCOPE

- 5.1** The scope of services will include the planning, execution, and evaluation of a marketing campaign, potentially to include search advertising, digital display advertising, and other media as specified by the COR. The goals of the campaign will be articulated by the CFPB at the beginning of the campaign and may vary by product or language. Goals may include to increase the number of consumers that click from their search results through to the CFPB website (i.e. "click through" from Google.com to ConsumerFinance.gov) or to increase engagement with CFPB materials from consumers who click through (i.e. consumers who click to a second page of the website after landing on a page from the campaign). The vendor must analyze and report the results (i.e. effectiveness) of the marketing with respect to the campaign goals. The contractor will support the development of the campaign strategy and execute and optimize that strategy.
- 5.2** Campaign resources will be divided between English and Spanish resources, and also utilized to drive clicks to our Consumer Response function. The campaign will have three major components:
- English search
 - Spanish search
 - Consumer response search
- 5.3** The search campaign will focus on terms related to consumer financial products and services. Key terms will likely include, but are not limited to, "mortgage," "mortgage complaint," "auto loan," and "credit card." The contractor will be responsible for purchasing search marketing for these and similar key terms. The CFPB will provide suggestions for focused areas, keywords, and creative/copy for the search component focused on English AskCFPB terms. The contractor will review these suggestions and provide a point of view prior to finalization of the campaign plan. The vendor should highly consider the previous plan related to the component focused on Consumer Response when developing the overall campaign. The CFPB will provide campaign goals, target audiences, ad groups, sample key words, sample ad copy, and tests at the beginning of the campaign.

The contractor will be responsible for expanding and modifying this content, in particular but not limited to the key words and ad copy, and the CFPB will require additional specific assistance with Spanish language strategy. Terms will be determined by CFPB in collaboration with the contractor, once the task order has been awarded.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Propose a plan to execute a marketing campaign across the three components articulated above. The CFPB hopes to drive as many consumers as possible to its website from searches related to certain search terms, as determined by the CFPB (based on the vendor's expertise and recommendations), as well as other ways of building traffic and awareness. The CFPB will work with the contractor once the task order has been awarded to determine exact search terms and goals, as well as the detailed spending on other marketing vehicles, and the contractor may use findings from our current campaigns as a starting place for evaluating this campaign.

The contractor should evaluate the current market rates for search advertising when creating its search execution plan. The contractor should also be able to execute in both English and Spanish, depending on CFPB needs.

- 6.2** Purchase search marketing on CFPB's behalf according to the plan described in Section 5.1, once agreed upon by CFPB's Office of Consumer Engagement. Purchase other media vehicles as approved by the COR.
- 6.3** Adjust marketing as needed throughout the course of the campaign as directed by the COR and CFPB's Office of Consumer Engagement.
- 6.4** Provide weekly reporting and adjustment recommendations, and participate in coordination meetings in person or by telephone weekly and as requested by CFPB's Office of Consumer Engagement to make adjustments to the marketing plan.
- 6.5** Provide any information related to the campaign required to integrate the marketing campaign with the CFPB's website metrics reporting system. The CFPB uses Google Analytics for website metrics reporting.

7.0 PERIOD OF PERFORMANCE

The period of performance will be six (6) months from date of award. Please see Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Proposed marketing campaign execution plan	No later than five (5) days after kickoff meeting
Deliverable 3: Final marketing campaign execution plan	No later than five (5) days after the receipt of comments on the proposed plan from the Office of Consumer Engagement
Deliverable 4: Weekly reports on key performance indicators for campaign	Weekly after the beginning of the campaign
Deliverable 5: Final report to conclude the campaign, including but not limited to cost per word, day-by-day keyword, impression, and click-through analyses	No later than five (5) days after the campaign concludes

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Matthew Garber
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-9477
Email Address: matthew.garber@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

14.1.2 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.

14.1.3 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.

14.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI

data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

14.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

- a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
- 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 - 5. Optional Form 306

- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.

3. Upon contract completion or termination.

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

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1 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.
- 15.2 The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3 If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).
- 15.4 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.
- 15.5 Overpayments.
 - 15.5.1 In accordance with FAR 52.212-4, section (i)5, *overpayments: Accounts Receivable Conversion of Check Payments to EFT*: If the Contractor sends the Government a check to remedy duplicate contract financing or

an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

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

16.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

17.0 INSPECTION OF BOOKS & RECORDS

- 17.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 17.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB

shall have the same rights to the subcontractor books, documents, papers and records as specified above.

17.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

17.4 CFPB'S Office of the Inspector General (OIG)

17.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

17.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

17.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

18.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

19.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 19, 2014, REV. September 25, 2014 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0011 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0011 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Fall 2014 Search Marketing
BPA # CFP-13-Z-00006, Task Order 0011
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

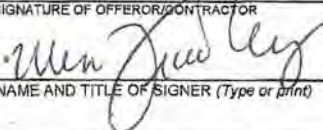
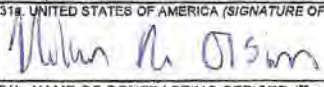
Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER See Schedule		PAGE OF 1 29	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0012		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541810 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <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	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
		GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/30/2014 to 01/29/2015 New task order for CFP-13-Z-00006					
0001		Consumers' Stories Media Plan & Video Production Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				(b)(4)	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$210,222.29			
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 checked="" 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.				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) CRYSTAL MCKAY		30c. DATE SIGNED 9/29/14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 9-30-14	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Labor Hours (Firm Fixed Price) Requisition No: CFP-30200-14-0007				
	New task order for CFP-13-Z-00006				
0002	Consumers' Stories Media Plan & Video Production ODCs (Not-to Exceed)				(b)(4)
0003	Consumers' Stories Media Plan & Video Production Paid Media Placement (Not-to-Exceed) Requisition No: CFP-30200-14-0012				
	The total amount of award: \$210,222.29. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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 (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0012**

**FALL 2014 SEARCH MARKETING
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

TABLE OF CONTENTS

SECTION I: TASK ORDER 0012 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

ATTACHMENT 1: CONTRACTOR'S PROPOSAL

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0012 STATEMENT OF WORK CONSUMER STORIES MEDIA PLAN & VIDEO PRODUCTION

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order in the amount of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)).

One way to maximize the effectiveness of the consumer protections established by Federal consumer financial law is for CFPB to empower consumers to take more control over their economic lives by giving them real life examples of people who have successfully done this with the help of the CFPB and its offerings.

The Office of Consumer Engagement is currently launching Everyone Has a Story, a video program that features the stories of consumers who have successfully found assistance from the CFPB. The objective for this effort is to build trust with the public through our identity work.

And the goal is to get consumers to see real successes and use our tools and offerings along their financial journey.

As a result, the CFPB will utilize opportunistic marketing to drive awareness of this program. Additionally, the CFPB will continue to build its library of video resources through the support of video production services.

4.0 PURPOSE

The CFPB plans to utilize our AIMS BPA vendor, GMMB, to execute this media campaign. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office), Design and Digital teams, and government liaisons from media outlets during the period of performance.

5.0 SCOPE

The scope of services will include the planning, execution, and evaluation of a media campaign, potentially including digital display advertising, video, social and other media as specified by the COR, and guided by the previously developed draft strategy deck provided by GMMB. The goals of the campaign will be articulated by the CFPB at the beginning of the campaign and may vary by media outlet. Goals may include to increase the number of consumers that click through to the CFPB website (i.e. "click through" from marketing creative to ConsumerFinance.gov) or to increase engagement with CFPB materials from consumers who click through (i.e. consumers who click to a second page of the website after landing on a page from the campaign). The vendor must analyze and report the results (i.e. effectiveness) of the media with respect to the campaign goals. The contractor will support the development of the campaign strategy and execute and optimize that strategy.

Further, the scope will include video production services, outlined under section 6.0.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Finalize a media plan to execute an opportunistic media campaign after reviewing and adjusting the initial plan provided by GMMB under a previous task order. The CFPB hopes to drive as many consumers as possible to its website directly from advertisements, and build general awareness of the "Your Story" platform, focusing specifically on a push to market a single video (such as Leah's story on the Paying for College Repayment Tool as suggested in the initial plan draft). The CFPB will work with the contractor once the task order has been awarded to determine exact goals, as well as the detailed spending on marketing vehicles, and

the contractor may use findings from our current campaigns as a starting place for evaluating this campaign.

The contractor should evaluate the current market rates for advertising when creating its execution plan.

- 6.2** Purchase digital banner, video and audio marketing on CFPB's behalf according to the plan described in Section 5.1, once agreed upon by CFPB's Office of Consumer Engagement. Purchase other media vehicles as approved by the COR.
- 6.3** Adjust marketing as needed throughout the course of the campaign as directed by the COR and CFPB's Office of Consumer Engagement.
- 6.4** Provide weekly reporting and adjustment recommendations, and participate in coordination meetings in person or by telephone weekly and as requested by CFPB's Office of Consumer Engagement to make adjustments to the marketing plan.
- 6.5** Provide report on performance metrics at the conclusion of the advertising flight to determine advertising effectiveness. This report should contain at minimum:
 - 6.5.1** Click-through rates by ad size, page placement, ad networks or platforms, and media type.
 - 6.5.2** Impressions, plays, and plays to completion.
 - 6.5.3** Web site visits, and traffic patterns once consumers click through to consumerfinance.gov (data to be provided by CFPB's analytics team).
- 6.6** Provide any information related to the campaign required to integrate the marketing campaign with the CFPB's website metrics reporting system. The CFPB uses Google Analytics for website metrics reporting.
- 6.7** The Vendor will produce one (1) additional video during the period of performance at a location and time determined by the CFPB. The vendor will discuss potential subject options, and make recommendations based on maximizing overlap with current agency identity efforts. The specifics of video production are as follows:
 - 6.7.1** The Vendor shall bring all shooting equipment (ie. camera, microphones, lighting, etc) to shooting locations and operate the equipment during the shoot. The Vendor is responsible for equipment in the case of any damage. The Vendor will be required to capture interview footage, b-roll footage, and still photographs.
 - 6.7.2** The Vendor shall log and transcribe (with time codes) the interview and return it to CFPB staff to write the script. CFPB staff will return a full

script within for Vendor to begin editing. The Vendor will have 3 rounds of edits over the course of 2 weeks to complete each video.

6.7.3 The Vendor shall use the existing CFPB design template to create slides, title cards, and lower third for all videos.

6.7.4 The final and completed video will consist of: interview, b-roll, music, title card, slide(s), and lower thirds.

7.0 PERIOD OF PERFORMANCE

The period of performance will be four (4) months from date of award. Please see Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Proposed media campaign execution plan	No later than five (5) days after kickoff meeting
Deliverable 3: Final media campaign execution plan	No later than five (5) days after the receipt of comments on the proposed plan from the Office of Consumer Engagement
Deliverable 4: Weekly reports on key performance indicators for campaign	Weekly after the beginning of the campaign
Deliverable 5: Final report to conclude the campaign, including but not limited to cost per word, day-by-day keyword, impression, and click-through analyses	No later than five (5) days after the campaign concludes

Deliverable 6: Video Shoot	At a time determined by the Office of Consumer Engagement and accepted by the vendor
Deliverable 7: Final Video creative as outlined in 5.7	No later than four (4) weeks after video shoot.

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Matthew Garber
Marketing Specialist
Consumer Financial Protection Bureau

1700 G Street, NW,
Washington, DC 20552
Phone Number: 202-435-9477
Email Address: matthew.garber@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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.”

13.0 KEY PERSONNEL

The Contractor’s designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986

sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2** 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.
- 14.1.3** 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.
- 14.1.4** The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5** The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
- a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
 - 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement

- c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 - 5. Optional Form 306
- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 15.1** 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.
- 15.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 15.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face

of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

15.4 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.

15.5 Overpayments.

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

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

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management and development of paid media plan.	<ul style="list-style-type: none">• Kick-off Meeting• Periodic calls/meetings with CFPB staff• Final Media Plan	(b)(4)
Invoice #2 ODCs for full placement cost (at net) and serving fees of approved paid media plan.	<ul style="list-style-type: none">• Approved marketing campaign execution plan (Paid Media Plan)	

Invoice #3 To include labor hours for ongoing project management, development of static creative, media plan execution and optimizations, weekly campaign reporting, and delivery of final campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Static display advertising • Weekly campaign reports and corresponding conference calls • Final Campaign Report 	(b)(4)
Invoice #4 To include video pre-production	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Shoot schedule • Final shoot date and location 	
Invoice #5 To include final video creative	<ul style="list-style-type: none"> • Up to three (3) rough-cuts of the video • Final two (2)- or three (3)- minute video 	

Percentages of estimated total may not equal 100 due to rounding.

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to this requirement may itself be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed task order may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS

18.1 This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.

18.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books,

documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements),

execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated September 25, 2014 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0011 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0011 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Consumer Stories Media Plan & Video Production
BPA # CFP-13-Z-00006, Task Order 0012
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.

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

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific

danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

Date


Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-14-0009		PAGE OF 1 25						
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0013		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY CODE CFP CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541810 SIZE STANDARD: \$14.0								
11. DELIVERY FOR FOD DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING					
15. DELIVER TO CODE CFP CFP 1700 G STREET, NW WASHINGTON DC 20552				16. ADMINISTERED BY CODE CFPB CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552								
17a. CONTRACTOR/ OFFEROR CODE 184861235 GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328							
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER												
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		GSA Contract #: GS-07F-0336V Award of Task Order 0013 in accordance with the attached Statement of Work. Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2014-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/30/2014 to 09/29/2015 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA See schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$327,425.13					
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.							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 Glen Crawley					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Nicholas R. Olson							
30b. NAME AND TITLE OF SIGNER (Type or print) Glen Crawley					30c. DATE SIGNED 9/30/14		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON				31c. DATE SIGNED 9-30-14	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE												
STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212												

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	New task order for CFP-13-Z-00006 Labor Hours (NTE)				
0002	New task order for CFP-13-Z-00006 Other Direct Costs (NTE)				
The total amount of award: \$327,425.13. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<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

BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0013
OWNING A HOME, FALL 2014 MARKETING

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SECTION I

TASK ORDER 0013 STATEMENT OF WORK Owning a Home Fall 2014 Marketing

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

hereinafter referred to as “Contractor.”

2.0 TASK ORDER TYPE

The CFPB has awarded a Labor Hour Task Order.

3.0 NOT-TO-EXCEED AMOUNT OF THIS CALL

The funds obligated under this BPA Call represent the “Not-to-Exceed Amount” beyond which the Contractor is not authorized to proceed or invoice; however it is understood between the parties that the Contractor shall perform and complete the work specified within the Call, with the types and quantities of labor and materials specified and at the rates/prices specified in this Call.

NTE Labor Hours - (b)(4)
NTE Other Direct Costs - (b)(4)

The total Not-to-exceed amount of this Task Order, base and all options, if exercised, is:

(b)(4)

4.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a range of tools to help consumers including a web tool that will launch imminently called Owning A Home.

In order to ensure consumers going through the process of purchasing a home get the information they need, when they need it, the CFPB needs to build awareness of our OAH tool. This project will purchase and run media to bring the Owning A Home message to the American public.

5.0 OBJECTIVE

The objective of this Task Order is to refine the marketing strategy and develop a media plan that builds awareness, usage of, and loyalty to the Owning A Home tool for a target population (adults 30-44 with HHI between \$35k-\$150k, who plan to purchase a home in the next 12 months). The media plan shall aim to communicate to 15% of the target population at 5x frequency per month.

6.0 SCOPE

The scope of services will include the strategy refinement, purchase of media and the placement of advertising.

7.0 TASKS

The specific tasks required under this task order include:

- 7.1** Utilize third party data to find ways to target first time homebuyers early in the process.
- 7.2** Conduct qualitative learning to develop an optimal strategy to speak to first time homebuyers about the Owning A Home product.
- 7.3** Develop and utilize a test program to evaluate different creative options, and choose the most impactful marketing options for Owning A Home.
- 7.4** Develop a media plan to launch the Owning A Home tool.
- 7.5** Work with CFPB to develop a set of metrics to measure the effectiveness of the campaign.

8.0 PERIOD OF PERFORMANCE

The period of performance will be one year from date of award. Please see Section 4.0 for a list of Tasks and Section 6.0 for a list of Deliverables to be provided during this timeframe.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award.
Deliverable 2: Third party data review.	No later than two months after kickoff meeting.
Deliverable 3: Consumer qualitative testing and reporting.	No later than six months after the kickoff meeting.
Deliverable 4: Testing of creative options and recommending the best marketing option for OAH.	No later than three months after the consumer qualitative finishes.
Deliverable 5: Media plan recommendation.	No later than three months after testing finishes.
Deliverable 6: Metrics recommendation.	No later than three months after testing finishes.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

10.0 LABOR CATEGORIES AND RATES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0013 Statement of Work (SOW).

The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

(b)(4)

Total Labor Hours Cost (NTE) - (b)(4)

11.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

(b)(4)



Total Other Direct Costs (NTE) - (b)(4)

SECTION III
TASK ORDER TERMS AND CONDITIONS

12.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

13.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Kathleen Tetrault
Marketing Specialist

Consumer Financial Protection Bureau
1700 G Street, NW
Email: Kathleen.Tetrault@cfpb.gov
Phone: 202-435-9568

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction “ includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

14.0 KEY PERSONNEL

The Contractor's designated Project Manager and other supervisory employees and/or subcontractors will be determined at time of Task Order award, and must be proposed by the Contractor. Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

15.0 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.

15.1 Contractor Personnel Security

15.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

15.1.2 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.

15.1.3 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.

15.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

15.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.

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.

(1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of

Security Programs, as follows:

- a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, 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"
 - 5. Optional Form 306
- 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. 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.

15.1.6 Non-Disclosure Agreement. 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.

15.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the

Contractor fails to comply with these requirements.

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

16.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

- 16.1** 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.
- 16.2** The preferred method for invoicing is through IPP. The IPP website address is <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Help Desk via email at: ippgroup@bos.frb.gov, or by commercial telephone at (866) 973-3131.
- 16.3** If the Contractor is unable to utilize IPP for submitting payment request(s), invoices may be submitted electronically to the e-mail address shown on the face of the award document, after completing the IPP Waiver Form and submitting it via email to: contractadministration@bpd.treas.gov (contact Contracting Officer for form). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

16.4 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.

16.5 Overpayments

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

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

17.0 PUBLIC RELEASE OF CONTRACT

CFPB is dedicated to transparency and plans on making the award document available to the public after award. If selected, your firm will agree to electronically submit to the Contracting Officer's Representative (COR) and copy the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the task order is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. The contractor agrees to provide a detailed written statement specifying the basis for each of its

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

18.0 INSPECTION OF BOOKS & RECORDS

18.1 This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.

18.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

18.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR'S PROPOSAL

The Contractor's revised proposal, dated September 29, 2014, is hereby incorporated into this Task order as Attachment 1.

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Owning a Home, Fall 2014 Marketing

BPA # CFP-13-Z-00006, Task Order 0013

Conditional Access to Sensitive But Unclassified or

Controlled Unclassified Information

Non-Disclosure Agreement

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole

discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.

4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any

other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5

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

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

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.

Nicholas R. Olson
Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUESTION NUMBER CFR-30100-15-0006		PAGE OF 3 20			
2. CONTRACT NO. CFR-13-3-00006		3. AWARD EFFECTIVE DATE 09/02/2015		4. ORDER NUMBER 0014		5. SOLICITATION NUMBER			
7. FOR SOLICITATION INFORMATION CALL:		14. NAME CRYSTAL MCKAY		8. TELEPHONE NUMBER (No collect calls)		6. 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 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB NAICS 541810 SERVICE-DISABLED 8(A) VETERAN-OWNED SMALL BUSINESS SIZE STANDARD: S15.0					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A FIXED ORDER UNDER DFAS (15 CFR 700)		13b. RATING			
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINANCIAL PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE WACVADWAPB			
19. 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 APPENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
		23. UNIT PRICE				24. AMOUNT			
		GSA Contract #: GS-D7F-0336V Recruitment Videos and Public Service Announcements (PSAs) for the Libraries Program Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2015-61000001-251001-CFP3010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/02/2015 to 05/01/2016 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$252,887.53					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 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 X ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 					
30b. NAME AND TITLE OF SIGNER (Type or Print) Allen Frankel, Purchaser		30c. DATE SIGNED 9/1/15		31b. NAME OF CONTRACTING OFFICER (Type or Print) JEREMY L. JENKINS		31c. DATE SIGNED 9/2/2015			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Libraries Program PSAs - Labor Hours (Firm Fixed Price)				(b)(4)
0002	Libraries Program PSAs - Other Direct Costs (Not-to-Exceed)				
The total amount of award: \$252,881.53. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0014**

**RECRUITMENT VIDEOS AND PUBLIC SERVICE ADVERTISEMENTS (PSAS) FOR
THE LIBRARIES PROGRAM AT THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION I: TASK ORDER 0014 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

ATTACHMENT 1: CONTRACTOR'S PROPOSAL

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0014 STATEMENT OF WORK RECRUITMENT VIDEOS AND PUBLIC SERVICE ADVERTISEMENTS (PSAs) FOR THE LIBRARIES PROGRAM

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 PURPOSE

The purpose of this Call is to produce recruitment videos and public service advertisements for the CFPB's Community Financial Education Libraries Program (Libraries Program). The recruitment videos would be used online to inform librarians about the program, how it improves financial education opportunities in libraries and benefits communities, and encourages librarians to join the program. The PSAs would inform consumers that their community library, with the help of the CFPB, is a resource they could turn to when they have money related questions or problems to solve. The goal of these PSAs is to drive consumers to the libraries.

Additional background and information about the program will be made available upon award.

4.0 SCOPE

The vendor shall provide the following services:

- 4.1 The vendor will manage the project by developing a project plan and providing personnel to help ensure deadlines and promised deliverables are achieved. The

vendor will schedule conference calls and meetings throughout the project as needed and work collaboratively with CFPB staff, contractors, and partners.

- 4.2 Develop a strategy for public service advertising, including how effective messages would be developed, identifying target audiences, determining timing, delivery (utilizing existing network of participating libraries if possible), and measuring effectiveness.
- 4.3 Work with CFPB staff, to develop effective and acceptable messaging.
 - 4.3.1 Meet with library staff, and other stakeholder groups identified by CFPB to gather input and feedback;
 - 4.3.2 Develop sample messages for consideration and testing
 - 4.3.3 Work with CFPB staff to ensure creative assets are consistent with the Bureau's voice, aesthetic style, tone, and production standards.
- 4.4 Produce media recommended in the approved advertising strategy plan and supported by partner and consumer feedback.
- 4.5 Produce information for libraries on how to use the media produced in their communities.
- 4.6 Review approved scripts for CFPB program recruitment videos.
- 4.7 Produce two recruitment videos for online presentation and deliver master files to CFPB.

5.0 PERIOD OF PERFORMANCE

The period of performance will be eight (8) months from date of award. Please see Section 7.0 for a list of Deliverables to be provided during this timeframe.

6.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

7.0 DELIVERABLES

The following deliverables are required under this Call and shall be submitted to the Contracting Officer's Representative (COR) as required under the BPA:

- 7.1 Orientation Briefing - The Vendor shall schedule an orientation briefing within seven (7) days of award, to be held telephonically or at CFPB's office. The briefing shall consist of an introduction of key Contractor personnel, explanation of their roles, review of communication ground rules, assurance of common understanding of the requirements and objectives, and discussion of near-term deliverables.
- 7.2 Project (and Staffing) Plans – Within fourteen (14) days of contract award, the vendor shall provide to the COR initial project plans for both PSA development and the production of two recruiting videos, including a high-level schedule, action items, and issues and risks (and proposed mitigations where available). In addition, the plans should contain the vendors staffing considerations. A staffing breakdown, organizational resources and management controls to be employed to meet the cost, performance, and schedule requirements of this Call should also be included.
- 7.3 Report of PSA Recommendations - The Contractor shall submit to the COR, within 30 days of contract award, a report detailing, at a minimum, the work completed to date, market research conducted, advertising and marketing strategy proposed, and recommendations on the appropriate advertising and marketing media CFPB is to pursue, how libraries in the CFPB's Community Financial Education Program can participate in the advertising effort, what output materials need to be produced and how the effectiveness of the advertising would be measured.
- 7.4 Advertising Placement – If necessary, media buys will be procured by the contractor. The contractor must receive written approval from the COR prior to purchasing any media space.

The Contractor shall be responsible for accepting existing marketing materials from OFE, reviewing those materials and developing advertising options that are consistent with the look and feel of the campaign.
- 7.5 Information for libraries on how they can use the creative assets developed for use in their markets.
- 7.6 Final library recruitment video, including video master files.

8.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

9.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Jeremy Jenkins
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: (202) 435-9526
Email Address: Jeremy.Jenkins@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.

10.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

- (a) The COR is:
Matthew Garber
Marketing Specialist
Office of Consumer Education and Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9477
Email: matthew.garber@cfpb.gov

The ACOR is:
Dan Rutherford
Senior Content Specialist
Office of Consumer Education and Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-7236
Email: dan.rutherford@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR/ACOR 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/ACOR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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/ACOR 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/ACOR. If, in the opinion of the Contractor, any direction of the COR/ACOR, 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.”

11.0 KEY PERSONNEL

The Contractor’s designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

12.0 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.

12.1 Contractor Personnel Security

12.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:*

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

12.1.2 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.

12.1.3 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.

12.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

12.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.

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.

(1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:

- a. Completed fingerprint cards
- b. Non-disclosure Agreement
- c. Fair Credit Reporting Act Release
- d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:

1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
- 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. 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.
- 12.1.6 Non-Disclosure Agreement. 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.
- 12.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.
- 12.2 FAR 52.204-9, PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
 - (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such

identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

1. When no longer needed for contract performance.
 2. Upon completion of the Contractor employee's employment.
 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

13.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

- (a) Definitions. As used in this clause—
- (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

13.1 PAYMENT AND INVOICE QUESTIONS

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

13.2 OVERPAYMENTS.

- 13.2.1 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.

- 13.2.2 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

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
(b)(4)		

(b)(4)

NOTE: Percentages of estimated total do not equal 100% due to rounding, ODCs and associated IFF.

15.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

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

16.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 16.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 16.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

16.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

16.4 CFPB'S Office of the Inspector General (OIG)

16.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

16.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

16.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

17.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

- (a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

18.0 CONTRACTOR PUBLICITY (MAY 2015)

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

19.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated May 12, 2015 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0014 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0014 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

**Recruitment Videos and Public Service Advertisements (PSAs) for the Libraries Program
BPA # CFP-13-Z-00006, Task Order 0014
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

Date _____

Signature

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

Consumer Financial Protection Bureau

Date _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-15-0009		PAGE OF 1 19	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0016		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		b. TELEPHONE NUMBER (No collect calls)		6. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541810 SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18. ADMINISTRATED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
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 <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-07F-0336V Invoice Approver/COR: TETRAULT, KATHLEEN Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2015-61000001-251004-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-CFP3020BL001-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 07/02/2015 to 07/01/2016 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,456,986.94	
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.				29. AWARD OF CONTRACT: <input type="checkbox"/> OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Allen Frankley, Partner		30c. DATE SIGNED 7/1/2015		31b. NAME OF CONTRACTING OFFICER (Type or print) NICHOLAS R. OLSON		31c. DATE SIGNED 7-1-2015	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Agency Identity (FY '15) - Labor Hour Costs (Not-to-Exceed)				(b)(4)
0002	Agency Identity (FY '15) - Media Placement and ODCs (Not-to-Exceed)				
	The total amount of award: \$6,456,986.94. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0016**

**AGENCY IDENTITY (FY '15)
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0016 STATEMENT OF WORK AGENCY IDENTITY (FY '15)

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a website, ConsumerFinance.gov, which helps consumers find answers to their financial questions and provides relevant information about a range of CFPB efforts and services. We have also developed a range of tools to help consumers including our Consumer Response function, Ask CFPB, and Paying for College.

In order to ensure consumers get the information they need, when they need it, the CFPB needs to build awareness of our capabilities and services, and help consumers understand the availability and credibility of our tools. This project will purchase and run media to bring our messages to the American public.

4.0 OBJECTIVE

The goal is to grow awareness and trust of the CFPB among US adults in order for the American public to directly benefit from our statutory mandates, and build awareness and credibility of the CFPB and its tools. Reaching 10% of target audience (adults 30 - 44 with HHI between \$35k - \$150k) at 5x frequency per month.

5.0 SCOPE

The scope of services will include the development of a media plan, creative development, purchase of media, the placement of advertising, project management and reporting on key performance metrics based on the agreed upon marketing strategy from Task Order 0001 and the Agency Media flight from Task Order 0008 under BPA CFP-13-Z-00006.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Develop and execute a 10 month media plan based on the marketing strategy determined through Task 0001; which may include a Spanish dominant media plan.
- 6.2** Develop ongoing, new and/or refined creative digital executions as needed throughout the period of performance; which may include executions for Spanish audiences.
- 6.3** Work with CFPB to develop a set of metrics to measure the effectiveness of the campaign and report on these metrics on a weekly basis. Prepare presentations on campaign performance for management and CFPB stakeholders as needed.

7.0 PERIOD OF PERFORMANCE

The period of performance will be for one (1) year from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Review detailed media plan with CFPB.	No later than ten (10) days after kickoff meeting
Deliverable 3: Purchase and place media.	No later than fifteen (15) days after the receipt of comments on the message rotation presentation.
Deliverable 4: Creative executions, including Spanish	As needed throughout period of performance.
Deliverable 5: Develop and distribute metrics reporting and management presentations.	Ongoing on a weekly basis.

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Nicholas Olson
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Suite 6006-E
Washington, DC 20552
Phone Number: (202) 435-7621
Email Address: Nicholas.Olson@cfpb.gov

- b. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this 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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

- (a) The COR is:
- Kathleen Tetrault
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9568
Email: kathleen.tetrault@cfpb.gov
- The ACOR is:
- Matthew Garber
Marketing Specialist
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9477
Email: matthew.garber@cfpb.gov
- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR/ACOR 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/ACOR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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/ACOR 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/ACOR. If, in the opinion of the Contractor, any direction of the COR/ACOR, 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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

15.0 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.

15.1 Contractor Personnel Security

15.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:*

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

15.1.2 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.

15.1.3 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.

15.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

15.1.5 The Contractor shall ensure that any such applicable personnel working

under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

- a. *All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.*
- 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
- 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. 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.

15.1.6 Non-Disclosure Agreement. 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.

15.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this

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

16.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) Definitions. As used in this clause—

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

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

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

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

16.1 PAYMENT AND INVOICE QUESTIONS

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

16.2 OVERPAYMENTS.

16.2.1 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.

16.2.2 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.

17.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

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

18.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

18.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

- (a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR PUBLICITY (MAY 2015)

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

21.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated June 12, 2015 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0016 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0016 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Agency Identity (FY '15)
BPA # CFP-13-Z-00006, Task Order 0016
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)



Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-20100-15-0038		PAGE OF 1 21	
2. CONTRACT NO. CFP-13-2-00006		3. AWARD/ EFFECTIVE DATE 0017		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		6. NAME CRYSTAL MCKAY		8. TELEPHONE NUMBER (No collect calls)		9. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> NAICS 541010 <input type="checkbox"/> SIZE STANDARD \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13a. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552				16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		17b. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26105-1328		18a. CONTRACTOR/OFFEROR CODE 184861235		18b. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB	
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18a IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		GSA Contract #: GS-07F-0336V Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2015-61000001-251001-CFP2010000000 -XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-CFP2010BL008-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/17/2015 to 02/16/2016 Implementation of the Public Information Campaign - FY15 (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$498,338.97			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			
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: DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) William N. Brocato, CFO		30c. DATE SIGNED 8/19/15		31b. NAME OF CONTRACTING OFFICER (Type or print) JEREMY L. JENKINS		31c. DATE SIGNED 8/19/2015	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Labor Hour Costs (Firm Fixed Price)				(b)(4)
	Implementation of the Public Information Campaign - FY15				
0002	Paid Media Placement and ODCs (Not-to-Exceed)				
	The total amount of award: \$498,338.97. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <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 (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0017**

**IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN – FY15
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION 1

TASK ORDER 0017 STATEMENT OF WORK IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN – FY15

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Consumer Financial Protection Bureau (CFPB or Bureau) is the nation's first federal agency focused solely on consumer financial protection. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) created the CFPB to protect consumers of financial products and services and to encourage the fair, transparent and competitive operation of consumer financial markets. The Bureau's mission is to make consumer financial markets work for consumers, honest businesses, and the economy as a whole.

Collecting, investigating, and responding to consumer complaints are integral parts of the CFPB's work, as Congress set forth in the Dodd-Frank Act. The Bureau's Consumer Response team hears directly from consumers about the challenges they face in the marketplace, brings their concerns to the attention of companies, and assists in addressing their complaints.

Consumer Response began operations on July 21, 2011, accepting consumer complaints about credit cards. Consumer Response began handling mortgage complaints on December 1, 2011, and it began accepting complaints about bank accounts and services, private student loans, and other consumer loans on March 1, 2012. It began handling credit reporting complaints on October 22, 2012, money transfer complaints on April 4, 2013, debt collection complaints on July 10, 2013, payday loan complaints on November 6, 2013, prepaid card, credit repair, debt settlement, and pawn and title loan complaints on July 19, 2014, and virtual currency complaints

on August 11, 2014. The CFPB continues to work toward expanding its complaint handling to include other products and services under its authority.

Information about consumer complaints is made available to the public, through the CFPB's public [Consumer Complaint Database](#), launched on June 19, 2012 and expanded to include more types of complaints and more data points in March 2013, May 2013, November 2013, July 2014, and January 2015. The purpose of the Database is to provide consumers with timely and understandable information about consumer financial products and services, and improving the functioning, transparency, and efficiency of markets for such products and services. On March 19, 2015, the CFPB released its final policy on the publication of consumer complaint narratives via the Consumer Complaint Database. Under the Final Policy Statement, the Bureau plans to provide consumers who submit their complaints to the Bureau the opportunity to share their individual stories with other consumers and the marketplace by including narratives in the Database. The Bureau will not disclose any scrubbed and consented-to narratives until at least 90 days after publication of the final policy.

Consumer Response also shares data about complaints with other offices in the Bureau. This data informs the Bureau about business practices that may pose risks to consumers and help with the Bureau's work to supervise companies, enforce Federal consumer financial laws, and write better rules and regulations.

For more background on Consumer Response, see http://files.consumerfinance.gov/f/201503_cfpb_consumer-response-annual-report-2014.pdf

For more information on the Final Policy Statement on Disclosure of Consumer Complaint Narrative Data, see http://files.consumerfinance.gov/f/201503_cfpb_disclosure-of-consumer-complaint-narrative-data.pdf

4.0 PURPOSE

The Office of Consumer Response requires continued execution of the Public Outreach Campaign Strategy developed by the Contractor (GMMB) under Call (Task Order) 0003 of subject BPA and started under Call (Task Order) 0006. The strategy includes using various media, from owned/paid media channels to word-of-mouth ("earned" media), and identified target audiences most likely to benefit from the services provided by Consumer Response. The strategy relies on a messaging framework that both describes Consumer Response products, and inspires public engagement. Executing the strategy and its messaging framework will require:

- Refinement of consumer-facing messages based on the recent announcement about the publication of consented-to and scrubbed consumer complaint narratives that added to the value proposition for consumers;
- Refinement of messaging toolkit of both internal and external messages based on the recent announcement about the publication of consented-to and scrubbed consumer complaint narratives that added to the value proposition for consumers; and
- Use of a combination of owned/paid- and earned media sub-strategies.

Care must be taken that the Public Information Campaign is not perceived as soliciting complaints.

5.0 SCOPE

The Contractor will update the messaging and execute against the strategy for the Consumer Response Public Information Campaign. The scope of work may encompass, but is not limited to:

- Review of final policy and supporting documents related to the publication of consented-to and scrubbed consumer complaint narratives that added to the value proposition for consumers
- Update of messaging and resulting toolkit of both internal and external messages
- Deployment of a marketing strategy and plan, and related public relations and advertising services

6.0 TASKS

The specific tasks required under this BPA Task Order include:

- 4.1** Refinement of messaging and resulting toolkit
- 4.2** Execution of marketing strategy and plan

7.0 PERIOD OF PERFORMANCE

The period of performance will be six (6) months from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Review current deployment of marketing strategy and plan and, in light of this task order, determine optimal use of incremental funds, and develop a new media plan.	30 days after award
Begin marketing execution based on the new media plan.	60 days after award
Present draft messaging and resulting toolkit updates	60 days after award
Deploy a marketing strategy and plan, and related public relations and advertising services with updated messaging	120 days after award
Monthly reports on metrics based on prior baselining (via CFPB Awareness Survey, Nielsen Vizu study, Nielsen Brand Effect study, Google Analytics, as appropriate)	Monthly with final report no later than 6 months after award

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Jeremy Jenkins
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: (202) 435-9526
Email Address: Jeremy.Jenkins@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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

- (a) The COR is:
- Gregory (Greg) Wright
Acquisition Support Analyst
Office of Consumer Response
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9568
Email: gregory.wright@cfpb.gov
- The ACOR is:
- Kathleen Tetrault
Marketing Specialist
Office of Consumer Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9568
Email: kathleen.tetrault@cfpb.gov
- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR/ACOR 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/ACOR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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/ACOR 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/ACOR. If, in the opinion of the Contractor, any direction of the COR/ACOR, 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.”

13.0 KEY PERSONNEL

The Contractor’s designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

- 14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:*

- a. Working on-site; or
- b. Accessing Bureau systems; or

- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2 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.
- 14.1.3 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.
- 14.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. *All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.*
 - 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
 - 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. 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.
- 14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

- (a) Definitions. As used in this clause—
 - (1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

15.1 PAYMENT AND INVOICE QUESTIONS

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

15.2 OVERPAYMENTS.

- 15.2.1 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.
- 15.2.2 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.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

(b)(4)



NOTE: Percentages of estimated total do not equal 100% due to rounding and exclusion of Web Development ODCs and associated IFF.

17.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

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

18.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

18.4 CFPB'S Office of the Inspector General (OIG)

18.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

18.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

18.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR PUBLICITY (MAY 2015)

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

21.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated August 11, 2015 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0017 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0017 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Implementation of the Public Information Campaign – FY15 BPA # CFP-13-Z-00006, Task Order 0017 Conditional Access to Sensitive But Unclassified or Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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

Name (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-16-0002		PAGE OF 1 27							
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE 02/18/2016		4. ORDER NUMBER 0018		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY			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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS 541810 SIZE STANDARD: \$14.0							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB							
17a. CONTRACTOR/ OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		CODE 184861235		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE ARC/ASD/APB					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
0001		GSA Contract #: GS-07F-0336V Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2016-61000001-251004-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-CFP3020BL001-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 02/18/2016 to 05/17/2017 Agency Media and Resource Communication (FY'16) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)										(b)(4)	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$12,540,303.49							
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 checked="" 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.						29. AWARD OF CONTRACT OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR Allen Hawley						31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER Jeremy L. Jenkins DN: cn=Jenkins, Jeremy (CFPB), email=JenkinsJE@cfpb.local, o=Consumer Financial Protection Bureau Date: 2016.02.18 16:44:37 -05'00'							
30b. NAME AND TITLE OF SIGNER (Type or print) Allen Hawley Partner				30c. DATE SIGNED 2-18-16		31b. NAME OF CONTRACTING OFFICER (Type or print) JEREMY L. JENKINS				31c. DATE SIGNED 02/18/2016			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>Labor Hour Costs (Not-to-Exceed)</p> <p>Agency Media and Resource Communications (FY'16)</p> <p>Media Placement and ODCs (Not-to-Exceed)</p> <p>The total amount of award: \$12,540,303.49. The obligation for this award is shown in box 26.</p>				(b)(1)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0018**

**MEDIA AND RESOURCE COMMUNICATIONS (FY '16)
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION 1
TASK ORDER 0018
STATEMENT OF WORK
MEDIA AND RESOURCE COMMUNICATIONS (FY '16)

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order with Other Direct Costs (ODCs) and a not-to-exceed value of

(b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a website, ConsumerFinance.gov, which helps consumers find answers to their financial questions and provides relevant information about a range of CFPB efforts and services. We have also developed a suite of tools to help consumers including Consumer Response, Ask CFPB, Paying for College, "Know Before You Owe: Mortgages", and a suite of consumer guides across a wide range of topics related to consumer financial products and services.

In order to ensure consumers have access to the information they need, when they need it, the CFPB needs to build awareness of our capabilities and services, and help consumers understand the availability and credibility of our tools. This project will purchase and run media to inform the American public of these high-quality, free and unbiased resources.

4.0 PURPOSE

The purpose of this Task Order is to grow awareness and trust of the CFPB as a resource for free and unbiased information regarding consumer financial products and services among financially active consumers in order for the American public to directly benefit from our statutory mandates, and ultimately build future use of the CFPB's tools and resources. This investment will reach both a general market and Spanish dominant audience, specifically 20% of the initial target audience (financially active consumers; likely, but not limited to, adults 30 - 44 with HHI between \$35k - \$150k; dependent and adjustable based on results of research into lower-income populations or other research that would inform a different approach) at a likely frequency of 5x per month on average per unique viewer; dependent and adjustable based on frequency optimal to meet goals specified in the approved strategy.

5.0 SCOPE

The scope of services will include the continued development of a media plan, creative development refresh and testing, purchase of media, the placement of advertising, project management, consumer segment research, and reporting on key performance metrics based on the agreed upon marketing strategy from Task Order 0001 and the Agency Media flights from Task Orders 0008 and 0016 under BPA CFP-13-Z-00006.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Develop and execute a twelve (12) month media plan based on the marketing strategy determined through Task 0001, and informed by the results of previous media flights under Tasks 0008 and 0016; the plan will be split between general market and Spanish dominant audiences determined by variables including but not limited to: population size, media cost/efficiencies, and/or availability of tools and resources.

The contractor should evaluate the current market rates for advertising when creating its recommended media plan, and provide this benchmark information to the COR in order to evaluate the stewardship of media funds.

- 6.2** Develop ongoing, new and/or refined creative executions as needed throughout the period of performance in order to continue to meet the goals of the media plan and avoid saturation of message within the target audience; refreshes will likely occur at least once every six months, and/or be determined by anticipated future media performance. This work will be done with input from various stakeholder groups across the CFPB, may be informed by ongoing research (such as in-market results and/or additional concept testing), and will require various levels of internal review before final submission is approved.

- 6.3** Work with CFPB to develop a set of metrics to measure the effectiveness of the campaign and report top-line metrics on a weekly basis, with more in-depth reporting and analysis on a monthly basis. Reporting will start one week after any official beginning of a specified media “flight” being “on-air”. Measurements may include, but are not limited to: in-market awareness, impressions, unique viewers, frequency, direct clicks, view through visits/conversions, engagement, and relevant cost-related metrics; and may be parsed by segments including placement, site, creative, message, etc. Measurements for each set of reporting will be developed and recommended by the contractor, and reviewed and approved by the COR and program office prior to media launch.
- 6.4** Prepare presentations on campaign performance for senior management and other relevant CFPB stakeholders as needed (at a minimum on a quarterly basis and/or immediately following any particular designated “flight”). Presentations may require attendance of contractor personnel as needed and determined by the COR in consultation with the program office.
- 6.5** Develop and execute a research plan to understand the financial behaviors of consumers with household incomes below \$50,000 per year, as well as understanding the perceived value proposition, actionability and likely usage of tools and resources already developed by the bureau and available on consumerfinance.gov. The purpose of this research plan will be to understand the impact and value of advertising directly to this consumer segment, as compared to continuing to reach these consumers through intermediaries such as social workers, librarians, financial education practitioners, etc. This may include but is not limited to desktop research; review of current CFPB publications, programs, and research materials; focus groups; and/or surveys.

7.0 PERIOD OF PERFORMANCE

The period of performance will be fifteen (15) months from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor’s facilities. The Contractor may be required to perform some work at the Government’s facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Media and Creative refresh project plan and timeline	No later than ten (10) days after kickoff meeting
Deliverable 2: Detailed media plan	To be determined by approved project timeline; and no later than 60 days after kickoff meeting.
Deliverable 3: Purchase and place media.	To be determined by approved project timeline; and no later than 45 days after approval of media plan
Deliverable 4: Creative concept testing survey	To be determined by approved project timeline; and no later than 120 days post award.
Deliverable 5: Creative concept testing results	To be determined by approved project timeline; and not later than 180 days post award.
Deliverable 6: Creative executions, including Spanish	As needed throughout period of performance.
Deliverable 7: Develop and distribute metrics reporting and management presentations.	Ongoing on a weekly basis, and as needed through the period of performance
Deliverable 8: Research plan, outline and project timeline	No later than ninety (90) days after kickoff meeting
Deliverable 9: Survey or focus group discussion guide and/or instrument	To be determined by approved project timeline
Deliverable 10: Draft research report	To be determined by approved project timeline; and no more than 30 days after close of focus groups or survey.
Deliverable 11: Final research report	To be determined by approved project timeline; and no more than 30 days after receipt of comments on draft research report

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Paid Media, Stock Photography, Web Development, TV-production, and Research. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

CFPB will advance funds to the Contractor for paid media and associated GSA Industrial Funding Fee (IFF) upon approval of the media plan and submission of a certified voucher. When media negotiations are completed, the Contractor must notify the CFPB as to the total spent and the amount that will be returned to CFPB, if any.

11.0 CONTRACTOR TRAVEL

The contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in the contract. All travel requires Government approval/authorization and notification to the COR.

12.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Jeremy Jenkins
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: (202) 435-9526
Email Address: Jeremy.Jenkins@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.

**13.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE
CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)**

- (a) The COR is:
- Kathleen Tetrault
Marketing Specialist
Office of Consumer Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9568
Email: kathleen.tetrault@cfpb.gov
- The ACOR is:
- Matthew Garber
Marketing Specialist
Office of Consumer Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9477
Email: matthew.garber@cfpb.gov
- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR/ACOR 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/ACOR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled “Changes”;
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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/ACOR 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/ACOR. If, in the opinion of the Contractor, any direction of the COR/ACOR, 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.”

14.0 KEY PERSONNEL

The Contractor's designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

15.0 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.

15.1 Contractor Personnel Security

15.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:*

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 15.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. *All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.*
 - 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed,

submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:

- a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
- 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. 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.

15.1.6 Non-Disclosure Agreement. 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.

15.1.7 The Contractor shall not conduct employee terminations or removals in

CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

16.0 FAR 52.232.12 ADVANCE PAYMENTS WITHOUT SPECIAL ACCOUNT (MAY 2001)

- (a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, Office of Consumer Engagement, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed (b)(4) If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

- (b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.
- (c) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.
- (d) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of (b)(4) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed (b)(4). The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.
- (e) Interest. No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.
 - (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (e)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
 - (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

- (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
 - (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
- (f) Lien on property under contract.
- (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
 - (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
 - (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(g) Insurance.

(1) The Contractor shall maintain with responsible insurance carriers—

- (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
- (ii) Adequate insurance against liability on account of damage to persons or property; and
- (iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—

- (i) Maintain this insurance;
- (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and
- (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(h) Default.

(1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:

- (i) Termination of this contract for a fault of the Contractor.
- (ii) A finding by the administering office that the Contractor has failed to—
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements;
 - or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
 - (i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in paragraph (h)(1) of this clause.
 - (ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in paragraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
 - (i) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
 - (j) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, and, (2) if requested, other information concerning the operation of the contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
 - (k) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

- (l) Representations. The Contractor represents the following:
 - (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
 - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
 - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
 - (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
 - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
 - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
 - (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (m) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—
 - (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;
- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over that which has been agreed to in the existing agreement;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$0.00 in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$0.00; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

- Media Placement (ODCs)
- related GSA Industrial Funding Fee (IFF)

17.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) Definitions. As used in this clause—

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

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

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

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

17.1 PAYMENT AND INVOICE QUESTIONS

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

17.2 OVERPAYMENTS.

17.2.1 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.

17.2.2 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.

18.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

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

19.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 19.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 19.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 19.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the

CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

19.4 CFPB'S Office of the Inspector General (OIG)

19.4.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.

19.4.2 For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

19.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

20.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

21.0 CONTRACTOR PUBLICITY (MAY 2015)

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

22.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated January 15, 2016 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0018 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0018 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Media and Resource Communications (FY '16)
BPA # CFP-13-Z-00006, Task Order 0018
Conditional Access to Sensitive But Unclassified or
Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10,

United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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.

Jeremy Jenkins
Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-30200-16-0001		PAGE OF 1 20	
2. CONTRACT NO. CFP-13-Z-00006		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 0019		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRYSTAL MCKAY		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				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541810 SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <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	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552	
17a. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		17b. CONTRACTOR/OFFEROR GMMB INC. 3050 K ST NW STE 100 WASHINGTON DC 20007-5108		18b. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18c. 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	
0001		GSA Contract #: GS-07F-0336V Accounting Info: CFP5577DEXXXXXX-2016-61000001-251001-CFP3020000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-CFP3020BL001-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 03/01/2016 to 02/28/2017 Paid Search Marketing (FY'16) - Labor Hour Costs (Not-to-Exceed) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,502,714.74			
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 checked="" 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.				29. AWARD OF CONTRACT: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Allen Farley Partner		30c. DATE SIGNED 2-25-16		31b. NAME OF CONTRACTING OFFICER (Type or print) JEREMY L. JENKINS		31c. DATE SIGNED 03/01/2016	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>Paid Search Marketing (FY'16) - Media Placement and ODCs (Not-to-Exceed)</p> <p>The total amount of award: \$1,502,714.74. The obligation for this award is shown in box 26.</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0019**

**PAID SEARCH MARKETING (FY'16)
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

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SECTION II: SCHEDULE OF SERVICES AND PRICES

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ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0019 STATEMENT OF WORK PAID SEARCH MARKETING (FY'16)

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Labor Hour Task Order with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203) established the Consumer Financial Protection Bureau to regulate the offering and provision of consumer products or services under federal consumer financial laws. Consistent with the purposes of the Dodd-Frank Act, CFPB's mission is to establish and enforce clear, consistent rules for the financial marketplace, protect American families from unfair financial practices, and develop and implement a strategy to improve the financial literacy of consumers.

The CFPB is charged with "developing and implementing initiatives intended to educate and empower consumers to make better informed decisions" (12 U.S.C. § 5493(d)). The Bureau has developed a question and answer platform on ConsumerFinance.gov called Ask CFPB to help consumers find answers to their basic financial questions (in English and Spanish), a Consumer Response system that accepts and responds to consumer complaints in the financial marketplace, and various other "just-in-time" tools and resources for consumers at the moment they are making decisions related to financial services or products.

In order to ensure consumers get the information they need, when they need it, the CFPB needs to present its information where consumers are looking for it. CFPB research has shown that consumers would not typically go directly to CFPB's website, ConsumerFinance.gov, to search for answers to their basic questions – instead, research has shown Consumers would search for it on the web. Search advertising, digital display advertising, and other media (as specified in the final, approved media plan), will ensure that CFPB information shows up when consumers are

seeking information through search engines, either directly on these engines or through banner ads related to these searches.

4.0 OBJECTIVE

The CFPB plans to utilize our AIMS BPA vendor, GMMB, to execute this marketing campaign, across both English and Spanish website components. The contractor shall work in collaboration with CFPB's Office of Consumer Engagement (the Office) and government liaisons from leading online search platform and other media vendors during the period of performance.

5.0 SCOPE

The scope of services will include the planning, execution, and evaluation of a marketing campaign, potentially to include search advertising, digital display advertising, and other media as specified by the COR. The goals of the campaign will be articulated by the CFPB at the beginning of the campaign and may vary by product or language. Goals may include to increase the number of consumers that click from their search results through to the CFPB website (i.e. "click through" from Google.com to ConsumerFinance.gov) or to increase engagement with CFPB materials from consumers who click through (i.e. consumers who click to a second page of the website after landing on a page from the campaign). The vendor must analyze and report the results (i.e. effectiveness) of the marketing with respect to the campaign goals. The contractor will support the development of the campaign strategy and execute and optimize that strategy.

Campaign resources should be divided between English and Spanish, and reach consumers with information on the CFPB's full suite of currently available consumer tools and resources. As new tools and resources are added to consumerfinance.gov, the campaign will be evaluated to potentially incorporate ads to direct consumers to these new resources (for example: a new home buying resource, etc).

The search campaign will focus on terms related to consumer financial products and services. Key terms will likely include, but are not limited to, "mortgage," "mortgage complaint," "auto loan," and "credit card." The contractor will be responsible for purchasing search marketing for these and similar key terms. Additionally, the contractor may make recommendations for other forms of creative medium such as (but not limited to) utilizing banner ads as a supplement to these search ads in order to drive traffic more efficiently or effectively dependent on product offering (for example: student debt). The CFPB will provide campaign goals, target audiences, ad groups, sample key words, sample ad copy, and tests at the beginning of the campaign. The CFPB will also provide any creative assets as needed dependent on contractor recommendations and CFPB approval of any additional mediums. The contractor will be responsible for expanding and modifying this content, in particular, but not limited to, the key words and ad copy. Terms will be determined by CFPB in collaboration with the contractor, once the task order has been awarded.

6.0 TASKS

The specific tasks required under this task order include:

- 6.1** Propose a plan to execute a marketing campaign (of approximately 10 months) across the full suite of consumerfinance.gov consumer resources. The CFPB hopes to drive as many consumers as possible to its website from searches related to certain search terms, as determined by the CFPB (based on the vendor's expertise and recommendations), as well as other ways of building traffic and tool use. The CFPB will work with the contractor once the task order has been awarded to determine exact search terms and goals, as well as the detailed spending on other marketing vehicles, and the contractor may use findings from previous search and traffic driving campaigns as a starting place for evaluating the need and strategy of the 2015-2016 media plan.

The contractor should evaluate the current market rates for search advertising when creating its recommended search execution plan, and provide this benchmark information to the COR in order to evaluate the stewardship of media funds. The contractor must be able to execute in both English and Spanish.

- 6.2** Purchase search marketing on CFPB's behalf according to the plan described in Section 4.1, once agreed upon by CFPB's Office of Consumer Engagement. Purchase other media vehicles as needed and described in Section 3.0, and as approved by the COR.
- 6.3** Adjust marketing as needed throughout the course of the campaign as directed by the COR and CFPB's Office of Consumer Engagement; including but not limited to, optimization of funds across product offerings, introducing new resource offerings as deployed to consumerfinance.gov, and/or supporting short campaigns surrounding specific consumer offerings during peak periods of consumer interest.
- 6.4** Provide weekly reporting and adjustment recommendations for the initial 4 weeks of any approved media flight; reducing to bi-weekly reporting at week 6. Participate in coordination of meetings in person or by telephone weekly and as requested by CFPB's Office of Consumer Engagement to make adjustments to the marketing plan.
- 6.5** Provide any information related to the campaign required to integrate the marketing campaign with the CFPB's website metrics reporting system. The CFPB uses Google Analytics for website metrics reporting.

7.0 PERIOD OF PERFORMANCE

The period of performance will be for 12 months from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Deliverable 1: Kickoff meeting to discuss details of campaign	No later than five (5) days after task order award
Deliverable 2: Proposed marketing campaign execution plan	No later than thirty (30) days after kickoff meeting
Deliverable 3: Final marketing campaign execution plan	No later than ten (10) days after the receipt of comments on the proposed plan from the Office of Consumer Engagement
Deliverable 4: Reports on key performance indicators for campaign	Weekly after the beginning of the campaign for initial four weeks; biweekly beginning at week 6
Deliverable 5: Final report to conclude the campaign, including but not limited to cost per word, day-by-day keyword, impression, and click-through analyses	No later than ten (10) days after the campaign concludes

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Jeremy Jenkins
Office of Procurement
Consumer Financial Protection Bureau

1700 G Street, NW
Washington, DC 20552
Phone Number: (202) 435-9526
Email Address: Jeremy.Jenkins@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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Matthew Garber
Marketing Specialist
Office of Consumer Engagement
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9477
Email: matthew.garber@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

- 14.1.1 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. A Background*

Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

- 14.1.2 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.
- 14.1.3 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.
- 14.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 14.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
 - a. *All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.*
 - 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.

- (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 1. Completed fingerprint cards
 2. Non-disclosure Agreement
 3. Fair Credit Reporting Act Release
 4. SF 85P
 5. Optional Form 306
- 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. 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.

14.1.6 Non-Disclosure Agreement. 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.

14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.

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

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

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

- (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

15.1 PAYMENT AND INVOICE QUESTIONS

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

15.2 OVERPAYMENTS.

- 15.2.1 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.
- 15.2.2 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.

16.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the

interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

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

17.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 17.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 17.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 17.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.
- 17.4 CFPB'S Office of the Inspector General (OIG)**
 - 17.4.1** This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
 - 17.4.2** For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.

17.4.3 The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

18.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

19.0 CONTRACTOR PUBLICITY (MAY 2015)

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

20.0 CONTRACTOR'S PROPOSAL

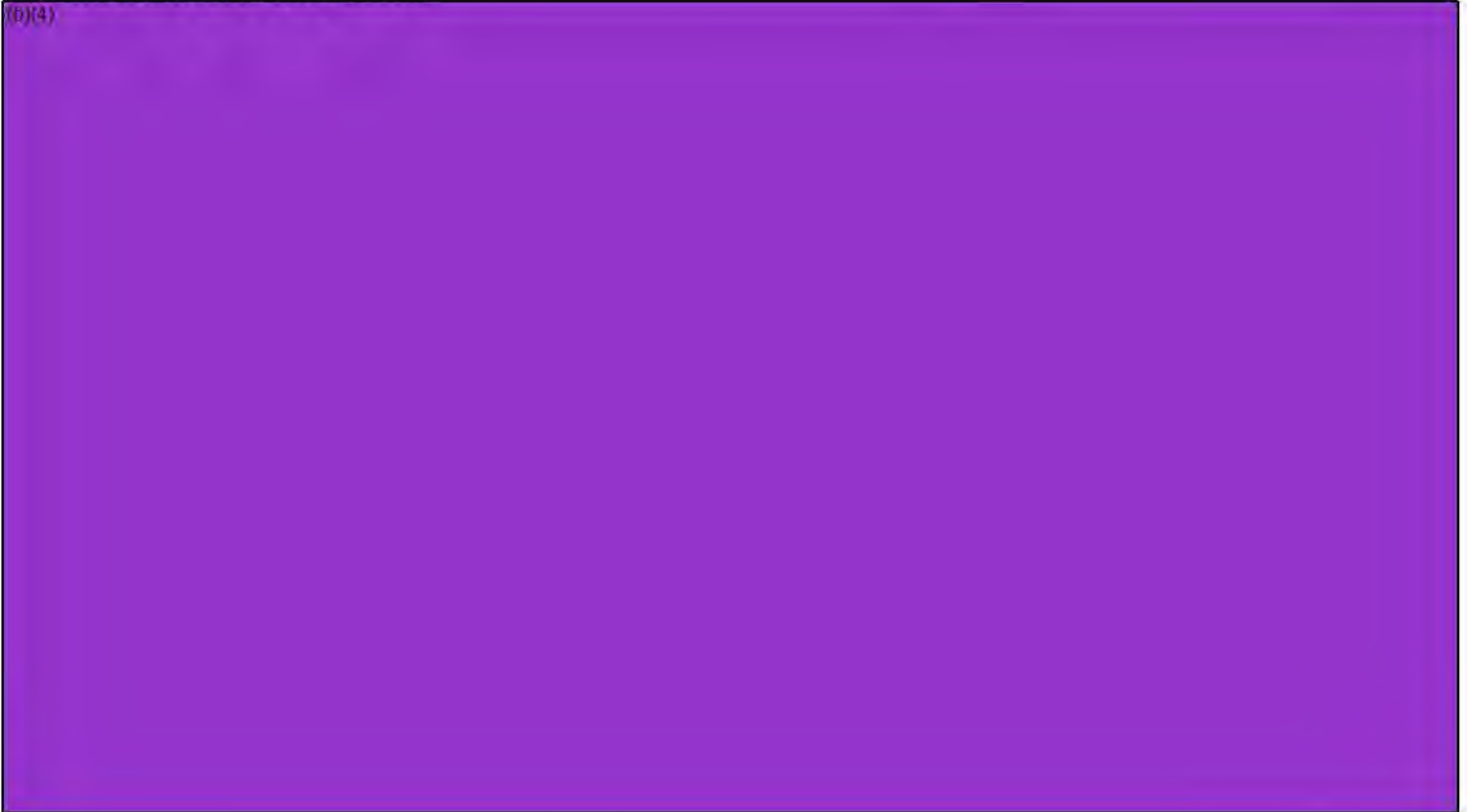
The Contractor's Proposal dated January 22, 2016 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0019 Statement of Work (SOW). The "per hour" rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0019 Price Model:



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

CFP-20100-16-0007

PAGE OF

1

20

2. CONTRACT NO.
CFP-13-Z-000063. AWARD/
EFFECTIVE DATE

4. ORDER NUMBER

0020

5. SOLICITATION NUMBER

6. SOLICITATION
ISSUE DATE7. FOR SOLICITATION
INFORMATION CALL:a. NAME
CRYSTAL MCKAY

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE CFP

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

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR☐ SET ASIDE

% FOR:

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

☐ HUBZONE SMALL
BUSINESS

SMALL BUSINESS PROGRAM

NAICS 541810

☐ SERVICE-DISABLED
VETERAN-OWNED
SMALL BUSINESS☐ EDWOSB☐ 8(A)

SIZE STANDARD: \$14.0

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE CFP

CFP
1700 G STREET, NW
WASHINGTON DC 20552

16. ADMINISTERED BY

CODE CFPB

CONSUMER FINAN PROTECTION BUREA
OFFICE OF PROCUREMENT
1700 G STREET, NW
WASHINGTON DC 2055217a. CONTRACTOR/
OFFEROR

CODE 184861235

FACILITY
CODEGMMB INC.
3050 K ST NW STE 100
WASHINGTON DC 20007-5108

18a. PAYMENT WILL BE MADE BY

CODE ARC/ASD/APB

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

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
0001	GSA Contract #: GS-07F-0336V Credit Card Vendor: No Accounting Info: CFP5577DEXXXXXX-2016-61000001-251001-CFP2010000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-CFP2010BL008-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 03/17/2016 to 04/16/2017 Labor Hour Costs (Firm Fixed Price) Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				(b)(4)

25. ACCOUNTING AND APPROPRIATION DATA

See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$399,733.39

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE ☐ ARE NOT ATTACHED.☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☒ ARE NOT ATTACHED.☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.☐ 29. AWARD OF CONTRACT: OFFER
DATED YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

Digitally signed by Peggy J Wright
DN: cn=Peggy J Wright, o=CFPS, ou=Operations/
Procurement, email=Peggy.Wright@cfp.gov, c=US
Date: 2016.03.18 11:41:42 -0400

for

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLESTANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	<p>Paid Media Placement and ODCs (Not-to-Exceed)</p> <p>The total amount of award: \$399,733.39. The obligation for this award is shown in box 26.</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

**BLANKET PURCHASE AGREEMENT CFP-13-Z-00006
TASK ORDER 0020**

**IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN – FY16
FOR THE
CONSUMER FINANCIAL PROTECTION BUREAU**

TABLE OF CONTENTS

SECTION I: TASK ORDER 0020 STATEMENT OF WORK (SOW)

SECTION II: SCHEDULE OF SERVICES AND PRICES

ATTACHMENT 1: CONTRACTOR’S PROPOSAL

ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

SECTION 1

TASK ORDER 0020 STATEMENT OF WORK IMPLEMENTATION OF THE PUBLIC INFORMATION CAMPAIGN – FY16

1.0 GENERAL

The Consumer Financial Protection Bureau (CFPB), 1700 G Street NW, Washington, DC, has entered into a contractual agreement with:

GMMB, Inc.
3050 K Street, NW
Suite 100
Washington, DC 20007

2.0 TYPE OF TASK ORDER

This is a Firm Fixed Price Task Order with Other Direct Costs (ODCs) on a cost-reimbursement basis) with a not-to-exceed value of (b)(4)

3.0 BACKGROUND

The Consumer Financial Protection Bureau (CFPB or Bureau) is the nation's first federal agency focused solely on consumer financial protection. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) created the CFPB to protect consumers of financial products and services and to encourage the fair, transparent and competitive operation of consumer financial markets. The Bureau's mission is to make consumer financial markets work for consumers, honest businesses, and the economy as a whole.

Collecting, investigating, and responding to consumer complaints are integral parts of the CFPB's work, as Congress set forth in the Dodd-Frank Act. The Bureau's Consumer Response team hears directly from consumers about the challenges they face in the marketplace, brings their concerns to the attention of companies, and assists in addressing their complaints.

Consumer Response began operations on July 21, 2011, accepting consumer complaints about credit cards. Consumer Response began handling mortgage complaints on December 1, 2011, and it began accepting complaints about bank accounts and services, private student loans, and other consumer loans on March 1, 2012. It began handling credit reporting complaints on October 22, 2012, money transfer complaints on April 4, 2013, debt collection complaints on July 10, 2013, payday loan complaints on November 6, 2013, prepaid card, credit repair, debt settlement, and pawn and title loan complaints on July 19, 2014, and virtual currency complaints on August 11, 2014. The CFPB continues to work toward expanding its complaint handling to include other products and services under its authority.

Information about consumer complaints is made available to the public, through the CFPB's public [Consumer Complaint Database](#). The purpose of the Database is to provide consumers with timely and understandable information about consumer financial products and services, and improving the functioning, transparency, and efficiency of markets for such products and services. The Database was originally launched on June 19, 2012 and has been expanded over time to include more types of complaints and more data. Most recently, in June 2015, the Database was expanded to add consumers' complaint narratives and public-facing company responses. Consumers' narratives are included if consumers consent to their publication and after we take steps to remove personal information. Companies' public-facing responses to complaints are included if companies choose to publish one.

Consumer Response also shares data about complaints with other offices in the Bureau. This data informs the Bureau about business practices that may pose risks to consumers and help with the Bureau's work to supervise companies, enforce Federal consumer financial laws, and write better rules and regulations.

For more background on Consumer Response, see http://files.consumerfinance.gov/f/201503_cfpb_consumer-response-annual-report-2014.pdf

For more information on the Final Policy Statement on Disclosure of Consumer Complaint Narrative Data, see http://files.consumerfinance.gov/f/201503_cfpb_disclosure-of-consumer-complaint-narrative-data.pdf

4.0 OBJECTIVE

The Office of Consumer Response requires continued execution of the Public Outreach Campaign Strategy developed by the Contractor (GMMB) on Call (Task Order) 0003 under BPA CFP-13-Z-00006 and started under Call (Task Order) 0006 and continued under Call (Task Order) 0017. The strategy includes using various media, from owned/paid media channels to word-of-mouth ("earned" media), and identified target audiences most likely to benefit from the services provided by Consumer Response. The strategy relies on a messaging framework that both describes Consumer Response products, and inspires public engagement. Executing the strategy and its messaging framework will require:

- Use of a combination of owned/paid- and earned media sub-strategies;
- Refinement of consumer-facing messages and related toolkit of both internal and external messages, as needed.

Care must be taken that the Public Information Campaign is not perceived as soliciting complaints.

5.0 SCOPE

The Contractor will update the messaging and execute against the strategy for the Consumer Response Public Information Campaign. The scope of work may encompass, but is not limited

to, the continued refinement and deployment of the marketing strategy and plan, as well as the related public relations and advertising services.

6.0 TASKS

The specific tasks required under this BPA Task Order include, but are not limited to:

- the incremental extension of the existing media strategy
- nine-month digital media flight

7.0 PERIOD OF PERFORMANCE

The period of performance will be for 13 months from date of award. Please see Section 6.0 for a list of Tasks and Section 9.0 for a list of Deliverables to be provided during this timeframe.

8.0 PLACE OF PERFORMANCE

The work to be performed under this Task Order will primarily be performed at the Contractor's facilities. The Contractor may be required to perform some work at the Government's facilities in the Washington D.C metropolitan area.

9.0 DELIVERABLES

As a result of the performance of this task order, the contractor shall provide the following deliverables:

Deliverable Description	Deliverable Due Date
Review current deployment of marketing strategy and plan and, in light of this task order, determine optimal use of incremental funds to extend the current media plan for approximately six (6) months,	30 days after award
Begin execution of media based approved media plan	60 days after award
Monthly reports on metrics based on prior baselining (via CFPB Awareness Survey, Nielsen Brand Effect study, Google Analytics, as appropriate)	Monthly with final report no later than 30 days after conclusion of the media flight

10.0 OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) under this BPA Task Order may consist of Printing, Distribution, and Advertising. These costs must be identified and included in the Contractor's underlying GSA Schedule Contract (GS-07F-0336V) and must be pre-approved by the contracting officer (as part of the Task Order award process or via Modification, if necessary).

11.0 CONTRACTING OFFICER'S AUTHORITY

- a. The Contracting Officer for this Task Order is:

Jeremy Jenkins
Office of Procurement
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
Phone Number: (202) 435-9526
Email Address: Jeremy.Jenkins@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.

12.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) The COR is:

Gregory (Greg) Wright
Operations Analyst
Office of Consumer Response
Consumer Financial Protection Bureau
1700 G Street, NW,
Washington, DC 20552
Phone: 202-435-9295
Email: gregory.wright@cfpb.gov

- (b) Performance of work under this Blanket Purchase Agreement must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the SOW. The COR does not have authority to issue technical direction that:
- (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";

- (3) In any manner causes an increase or decrease in the task order pricing, or the time required for task order performance;
 - (4) Changes any of the terms, conditions, or SOW;
 - (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."

13.0 KEY PERSONNEL

The Contractor's designated Project Manager for this Task Order (Call) is:

Sarah Green
Project Manager
202-813-4986
sarah.green@gmmb.com

Key Personnel may only be substituted, reassigned, or replaced in accordance with the terms set forth in the BPA.

14.0 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.

14.1 Contractor Personnel Security

14.1.1 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. A Background Investigation (BI) is required for all Contractor personnel (includes subcontractor personnel) who are:*

- a. Working on-site; or
- b. Accessing Bureau systems; or
- c. Accessing Bureau data which, if misused, would likely cause significant harm; or
- d. Representing the Bureau in a significant capacity.

All information collected under this contract shall be considered procurement sensitive. Contractor staff meeting any of the above criteria shall be United States citizens and must be able to pass a BI.

An exception from the citizenship requirement may be requested for Low Risk or Moderate Risk positions. For Low Risk positions, the contractor staff must be a Legal Permanent Resident (LPR). For Moderate Risk positions the Contractor staff must be a LPR with at least three or more consecutive years of physical U.S. residency, as indicated on the USCIS LPR issued Card.

14.1.2 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.

14.1.3 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.

14.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.

14.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.

- a. *All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.*
- 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.
 - (1) Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - a. Completed fingerprint cards
 - b. Non-disclosure Agreement
 - c. Fair Credit Reporting Act Release
 - d. 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, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
 - 1. Completed fingerprint cards
 - 2. Non-disclosure Agreement
 - 3. Fair Credit Reporting Act Release
 - 4. SF 85P
 - 5. Optional Form 306
- 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. 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.

- 14.1.6 Non-Disclosure Agreement. 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.
- 14.1.7 The Contractor shall not conduct employee terminations or removals in CFPB owned or leased space.
- 14.2 FAR 52.204-9, PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
 - (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
 - (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under the contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
 - (c) The Contracting Officer may delay final payment under the contract if the Contractor fails to comply with these requirements.
 - (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally controlled facility and/or routine access to a federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

15.0 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

- (a) Definitions. As used in this clause—
 - (1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer’s written authorization with each payment request.

15.1 PAYMENT AND INVOICE QUESTIONS

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

15.2 OVERPAYMENTS.

- 15.2.1 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.
- 15.2.2 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.

16.0 PAYMENT SCHEDULE

The Contractor will be paid based on the following payment schedule.

Invoice	Deliverable(s)	Estimated Total
Invoice #1 To include labor hours incurred for ongoing project management and paid media plan.	<ul style="list-style-type: none"> Kick-off meeting Periodic calls/meetings with CFPB staff Draft paid media plan 	(b)(4)
Invoice #2 ODCs for full placement cost (at net), serving fees and associated IFF of approved paid media plan.	<ul style="list-style-type: none"> Approved paid media plan 	
Invoice #3 To include labor hours incurred for creative development and executions of first wave of creative (i.e., updates to 508-compliance and logo standards based on approved headlines).	<ul style="list-style-type: none"> Final creative executions of HTML5 and static banner ads Facebook advertising creative 	
Invoice #4 To include labor hours for ongoing project management, media placement, optimization and development of first monthly campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Monthly campaign report 	
Invoice #5 To include labor hours for ongoing project management, media plan optimization and development of second monthly campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Monthly campaign report 	
Invoice #6 To include labor hours for ongoing project management, media plan optimization and development of third monthly campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Monthly campaign report 	
Invoice #7 To include labor hours for ongoing project management, media plan optimization and development of fourth monthly campaign report.	<ul style="list-style-type: none"> Periodic calls/meetings with CFPB staff Monthly campaign report 	
Invoice #8 To include labor hours for creative development and executions of second wave of creative (i.e., creative refresh including new headlines).	<ul style="list-style-type: none"> Final creative executions of HTML5 and static banner ads Facebook advertising creative 	

Invoice #9 To include labor hours for ongoing project management, media plan optimization and development of fifth monthly campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Monthly campaign report 	(b)(4)
Invoice #10 To include labor hours for ongoing project management, media plan optimization and development of sixth monthly campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Monthly campaign report 	
Invoice #11 To include labor hours for ongoing project management, media plan optimization and development of seventh monthly campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Monthly campaign report 	
Invoice #12 To include labor hours for ongoing project management, media plan optimization and development of eighth monthly campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Monthly campaign report 	
Invoice #13 To include labor hours for ongoing project management, media plan optimization and development of final campaign report.	<ul style="list-style-type: none"> • Periodic calls/meetings with CFPB staff • Final campaign report 	

NOTE: Percentages of estimated total do not equal 100% due to rounding and exclusion of Web Development and Stock Photography ODCs and associated IFF.

17.0 PUBLIC RELEASE OF CONTRACT (APR 2015)

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

The Contractor further agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, if any, including any applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or

commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to this contract requirement might be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the contract may be properly withheld.

18.0 INSPECTION OF BOOKS & RECORDS (APR 2015)

- 18.1** This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 18.2** The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 18.3** The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.
- 18.4** CFPB'S Office of the Inspector General (OIG)
- 18.4.1** This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
- 18.4.2** For the avoidance of doubt, nothing in this Contract shall limit the OIG's authority under the Inspector General Act to examine the Contractor's books, documents, papers, etc.
- 18.4.3** The Contractor and any subcontractor shall make notification (including posting notices in each of their respective facilities) to all Contractor and subcontractor employees working on this Contract of the OIG's hot line telephone number, 1-800-827-3340, and to report any suspected "waste, fraud, or abuse" transactions related to the performance of this Contract.

19.0 FAR 52.232-39, UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end-user to such clause.

(3) Any such clause is deemed stricken from the EULA, TOS, or similar legal instrument or agreement.

(a) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

20.0 CONTRACTOR PUBLICITY (MAY 2015)

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

21.0 CONTRACTOR'S PROPOSAL

The Contractor's Proposal dated March 17, 2016 is hereby incorporated into this Contract, see Attachment 1.

SECTION II:

SCHEDULE OF SERVICES AND PRICES

The Contractor shall furnish all resources, management, supervision, and services necessary to perform and provide work in accordance with Section I of the Task Order 0020 Statement of Work (SOW). The “per hour” rate, as set forth in the base Blanket Purchase Agreement (BPA) is inclusive of all direct and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit.

Task Order 0020 Price Model:

(b)(4)



ATTACHMENT 2: NON-DISCLOSURE AGREEMENT

Implementation of the Public Information Campaign - FY 16 BPA # CFP-13-Z-00006, Task Order 0020 Conditional Access to Sensitive But Unclassified or Controlled Unclassified 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, to include confidential supervisory 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 contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB by other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.

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

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

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

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

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

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

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

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, (4) the CFPB's confidentiality rules at 12 C.F.R. § 1070.40 et seq., or (5) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality,

waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, statutory, and regulatory provisions are incorporated into this Agreement and are controlling.

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

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.

Jeremy Jenkins
Consumer Financial Protection Bureau

Date