

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-20600-21-0014		PAGE OF 1 48	
2. CONTRACT NO. 9531CB21C0003		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME JERRY SALINAS		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY CODE CFP Consumer Financial 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 524114 SIZE STANDARD \$41.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE CFP CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CODE CFPB Consumer Financial Protection Bureau OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
17a. CONTRACTOR/OFFEROR CODE 868941832 UNITED CONCORDIA COMPANIES INC. 4401 DEER PATH ROAD HARRISBURG PA 17110-3907		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/APB ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 (b)(6) 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	Dental Insurance Services Accounting Info: CFP5577DEXXXXXX-2021-61000001-121110-CFP2060000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-CFP2060BL120-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 01/01/2021 to 12/31/2021 Base Period Dental Insurance Services Obligated Amount: \$1,443,560.04 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						1,443,560.04
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$1,443,560.04	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED <input type="checkbox"/> 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 <input type="checkbox"/> 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 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 VANESSA DEL TORO VANESSA DEL TORO Date: 2020.10.27 11:23:18 -04'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Lynne Hamilton, VP, Govt Bus.		30c. DATE SIGNED 10/27/2021		31b. NAME OF CONTRACTING OFFICER (Type or print) VANESSA DEL TORO		31c. DATE SIGNED 10/27/2020	

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30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			
					VANESSA DEL TORO						

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0002	Option Period 1 Dental Insurance Services Amount: \$1,443,560.04 (Option Line Item)				0.00
0003	Option Period 2 Dental Insurance Services (estimate using (b)(4) loss ratios, exact EPA of rates TBD as outlined in the attached contract) Amount: \$1,443,560.04 (Option Line Item)				0.00
0004	Option Period 3 Dental Insurance Services (estimate using (b)(4) loss ratios, exact EPA of rates TBD as outlined in the attached contract) Amount: \$1,443,560.04 (Option Line Item)				0.00
0005	Option Period 4 Dental Insurance Services (estimate using (b)(4) loss ratios, exact EPA of rates TBD as outlined in the attached contract) Amount: \$1,487,023.20 (Option Line Item) The total amount of award: \$7,261,263.36. The obligation for this award is shown in box 26.				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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



Consumer Financial
Protection Bureau

Contract Number 9531CB21C0003

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SECTION 1 PRICING DESCRIPTION AND TABLES

1. FIXED UNIT PRICES FOR SERVICES

The prices for the Base Year and Option Year 1 are fixed unit prices and shall not be subject to any adjustment. The firm fixed prices shall be inclusive of all expenses, including report preparation, salaries, overhead, other direct costs, general and administrative expenses, and profit. The Contractor shall be paid on a biweekly (i.e., every other week) basis for Operations (i.e., effective period of coverage which begins January 1, 2021) at the fixed prices set forth below.

The unit prices for Option Years 2-4 shall be determined at a later date, in accordance with the Clause titled "Economic Price Adjustment".

BASE YEAR: January 1, 2021 through December 31, 2021

	Individual Only	Individual plus One	Individual & Family
Per Employee/ Biweekly premium	(b)(4)		

OPTION YEAR 1: January 1, 2022 through December 31, 2022

	Individual Only	Individual plus One	Individual & Family
Per Employee/ Biweekly premium	(b)(4)		

2. PRICING SUBJECT TO ECONOMIC PRICE ADJUSTMENT CLAUSE

Pricing is subject to the Economic Price Adjustment (EPA) Clause for Option Years 2-4. Pricing will be requested at the time the option year is contemplated to be exercised in accordance with the EPA clause.

OPTION YEAR 2: January 1, 2023 through December 31, 2023

	Individual Only	Individual plus One	Individual & Family
Per Employee/ Biweekly premium	TBD	TBD	TBD

OPTION YEAR 3: January 1, 2024 through December 31, 2024

	Individual Only	Individual plus One	Individual & Family
Per Employee/ Biweekly premium	TBD	TBD	TBD

OPTION YEAR 4: January 1, 2025 through December 31, 2025

	Individual Only	Individual plus One	Individual & Family
Per Employee/ Biweekly premium	TBD	TBD	TBD

3. LOSS RATIO PERCENTAGES

OPTION YEAR 2: January 1, 2023 through December 31, 2023

Loss Ratio	Rate change percent
(b)(4)	

OPTION YEAR 3: January 1, 2024 through December 31, 2024

Loss Ratio	Rate change percent
(b)(4)	

OPTION YEAR 4: January 1, 2025 through December 31, 2025

Loss Ratio	Rate change percent
(b)(4)	

4. ECONOMIC PRICE ADJUSTMENT – OPTION YEARS 2, 3, & 4 PREMIUMS

The prices for Option Years 2, 3 and 4 shall be established based on the claims experience of the Plan. These prices may represent an increase or decrease from the respective prior period, as they will be determined by the contractor's demonstrated Loss Ratio. The demonstrated Loss Ratio is defined as the actual dental paid claims for covered CFPB employees and dependents divided by the premium paid for the identified time period. The rates (i.e., individual only, individual + one, and individual & family) for the applicable contract years shall be determined by applying the appropriate rate change percentage in the below tables to the rates of the respective prior year.

The data used to calculate the Loss Ratio shall be taken from the contractor's biweekly enrollment reports and monthly progress reports. The Contracting Officer may require the Offeror to provide additional information to support the accuracy and reliability of the data in these reports. The Government reserves the right to have an independent third party review the data and make recommendations regarding the appropriateness of the proposed rates. The modification exercising the first option period for each of these contract years (i.e., Option Periods 2, 3 and 4) shall reflect the adjusted rates. The determination of the adjusted rates shall be made by the Contracting Officer on a unilateral basis. Any dispute regarding the determination (i.e., the appropriate rate change percentage) shall be subject to the "Disputes" provisions of 52.212-4 (d) "Contract Terms and Conditions--Commercial Items" of this contract.

The following tables shall be used to calculate the prices for the identified contract years.

Option Year 2:

Period used to determine Loss Ratio: July 1, 2021-June 30, 2022

Loss Ratio	Rate change percent
(b)(4)	

Option Year 3:

Period used to determine Loss Ratio: July 1, 2022 to June 30, 2023

Loss Ratio	Rate change percent
(b)(4)	

Option Year 4:

Period used to determine Loss Ratio: July 1, 2023 to June 30, 2024

Loss Ratio	Rate change percent
(b)(4)	

The following calculation shown below is illustrative of how the economic price adjustments will be made:

Total of paid claims for the period: (b)(4)

Total of premiums paid for the period: (b)(4)

Biweekly Pricing: (b)(4)

Rate Change for (b)(4)

Total of paid claims / Total premiums paid = Loss Ratio: (b)(4)

Biweekly Pricing Based on the EPA Clause: (b)(4)

SECTION 2
STATEMENT OF REQUIREMENTS (SOR)
DENTAL INSURANCE SERVICES PROGRAM

1.0 SCOPE

The Office of Human Capital of the Operations Division of the Consumer Financial Protection Bureau (CFPB) requires a dental carrier to provide a dental insurance program for its active employees effective January 1, 2021. The dental insurance plan shall be fully insured and non-participating.

Eligibility- The eligibility requirement is defined as a regular employee (full-time or part-time) or temporary employee with an appointment greater than one year, and actively at work at least 60 hours biweekly. Eligible dependents include lawful spouses, domestic partners and children up to age 22 or up to age 25 if a full-time student. Retirees are not eligible for the plan and will remain ineligible, despite being covered under Federal Employee Health Benefits (FEHB).

Enrollment and Effective Dates- Initial enrollees will be effective January 1, 2021. New hires will be effective on the date employees meet the eligibility requirements. New hires will have 60 days to elect coverage.

2.0 BACKGROUND

The Dodd-Frank Wall Street Reform and Consumer Protection Act requires that CFPB provide benefits to employees that are comparable to the benefits being provided by the Board of Governors of the Federal Reserve. In addition, employees who currently work at the Office of the Comptroller of Currency (OCC) and the Federal Deposit Insurance Corporation (FDIC) are offered enhanced benefits in addition to the standard Title 5 Federal benefits. In order to achieve comparability and to attract talent and to make sure that there are little or no benefit gaps for transferring employees, the purpose of this Statement of Requirements is to maintain dental insurance for all employees effective January 1, 2021. CFPB pays the full cost of dental coverage for all employees. CFPB currently has approximately 1,414 employees and will have approximately 1,612 when fully staffed.

3.0 REQUIREMENTS

3.1 Plan Design –The contractor shall provide the following plan design:

Benefits	Dental Preferred Provider Organization (PPO)	
	In-Network	Out-of-Network
Calendar Year Maximum (Class I, II, III Expenses)	\$2,500 per person	\$2,500 per person

Calendar Year Deductible Individual Family Maximum Deductible Carryover	\$50 per person \$150 per family Yes – Oct, Nov, Dec.	\$50 per person \$150 per family Yes - Oct, Nov, Dec.
Class I Expenses - Preventive & Diagnostic Care Oral Exams (Two per Calendar Year) Cleanings (Two per Calendar Year) Full Mouth X-rays (One complete set every three Calendar Years) Bitewing X-rays (Two per Calendar Year) Panoramic X-ray (One every three Calendar Years) Fluoride Application (One per Calendar Year for persons under 19) Sealants Space Maintainers (Limited to non-orthodontic treatment) Emergency care to relieve pain	100% no deductible	100% no deductible, subject to reasonable and customary Emergency services are paid at in-network levels
Class II Expenses - Basic Restorative Care Stainless Steel Crowns Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planning Denture Adjustments and Repairs Extractions Anesthetics Oral Surgery	80% after deductible Local anesthesia for simple extractions or oral surgery; general anesthesia for complex covered surgical procedures; when medically necessary as determined	80% after deductible, subject to reasonable and customary Local anesthesia for simple extractions or oral surgery; general anesthesia for complex covered surgical procedures; when medically necessary as determined

Benefits	Dental PPO	
	In-Network	Out-of-Network
Class III Expenses - Major Restorative Care Crowns Dentures Bridges Repairs to Crowns and Inlays Surgical Extractions of Impacted Teeth Dental Implants	60% after deductible	60% after deductible, subject to reasonable and customary
Optional Services Class IV Expenses - Orthodontia (appliances and treatment) Lifetime Maximum	60% no deductible \$1,500 per family member	60% no deductible, subject to reasonable and customary \$1,500 per family member
Missing Tooth Provision	The amount payable for replacement of teeth missing on the date an individual becomes insured will be 50% of the amount otherwise payable. The restriction will not apply after member has been continuously insured for 24 months.	
Predetermination Review	Available on a voluntary basis when extensive dental work in excess of \$200 is proposed.	

3.2. Network Requirements- The Contractor shall provide a national dental network to adequately cover all CFPB employees, as follows:

- The Contractor must provide minimum geographic network coverage for the following two (2) types of dental providers: General/Family Dentists and Specialists.
- Minimum geographic network coverage is defined as follows:

The Contractor must provide the minimum coverage standard for both General/Family Dentists and Specialists, respectively, to 85% of all CFPB employees, collectively.
- Minimum coverage standards are as follows:
 - Urban Zip Codes:

- General/Family Dentists – At least 2 providers within 5 miles.
 - Specialists – At least 1 provider within 5 miles.
- Suburban Zip Codes:
 - General/Family Dentists – At least 2 providers within 10 miles.
 - Specialists – At least 1 provider within 15 miles.
- Rural Zip Codes:
 - General/Family Dentists – At least 2 providers within 20 miles.
 - Specialists – At least 1 provider within 25 miles.
- For purposes of this Contract:
 - “Urban” is defined as a zip code having a population density greater than 3,000 people per square mile.
 - “Suburban” is defined as a zip code having a population density of 1,000 – 3,000 people per square mile.
 - “Rural” is defined as a zip code population density of less than 1,000 people per square mile.

3.3 Administrative Requirements- The Contractor shall provide the following administrative services for the CFPB Dental PPO benefit:

- a) Administer a dental plan that provides the benefits described in this Statement of Requirements on a fully-insured non-participating basis.
- b) Design, produce and distribute, subject to the approval of CFPB, specific claim forms, enrollment forms, employee booklets, summary plan descriptions (SPDs), Standard Operating Procedures (SOPs), and all other forms required to administer the plan.
- c) Provide electronic files of forms and materials (booklets, SPDs, etc.) in prescribed format to be uploaded to the CFPB.
- d) Ensure compliance with Federal requirements to protect the privacy of individually identifiable health information.
- e) Provide a seamless link for the CFPB’s website for this program.
- f) As requested by CFPB, assist in the communication to employees regarding benefits including annual employee meeting and open enrollments.
- g) Receive initial eligibility data and biweekly updates electronically from CFPB.
- h) CFPB employees shall be mailed a physical “dental enrollment kit” and program information based on the following election events:
 - Annual Welcome Benefits Kit (including ID card(s) at the start of the new year benefit service period (currently enrolled)),
 - Qualifying Life Event (QLE) changes, and
 - New federal hire enrolling during initial 60-day election period through the

calendar year.

- i) The contractor will submit payments bi-weekly through IPP. 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 (b)(6)
- j) Provide biweekly enrollment reports that indicate all discrepancies in enrollment.
- k) Meet with CFPB on an as needed basis to review status of overall operation of the program. Conduct an annual account management satisfaction survey.
- l) The plan should be situated in Washington, DC.

3.4 Claims Administration and Customer Service Requirements. The Contractor shall adjudicate and process claims including the following:

- a) Process all claims on a direct claims verification and payment basis.
- b) Provide explanation of benefits (EOB) statements electronically and hard copy mailed directly to the address on file with the contractor.
- c) Establish and maintain clean turnaround time consistent with industry standards (90% of clean claims processed in 10 work days or less).
- d) Maintain claims processing accuracy at 95% or better.
- e) Verify claim charges are for covered employees and dependents.
- f) Maintain current, complete and confidential records for each covered person in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- g) Maintain a claims service unit with office hours from at a minimum from 8:30 a.m. until 6:30 p.m., Eastern Time (ET), Monday through Friday (except Federal holidays) and installing a message device to handle calls after business hours or on weekends. Providing a toll-free telephone service that has the capability to place calls on hold and queue during peak calling hours. Providing adequate staffing so that all calls are answered on average in 30 seconds.
- h) Provide members online services including:
 - Benefit plan information
 - Web chat with customer service
 - Email availability
 - Claims status and history
 - Financial information, such as deductible status and benefit maximums.
 - Download forms (claims)
 - Provider Directory

- Online Identification Cards

- i) Provide direct communication between CFPB administrative staff and the assigned program administrator.
- j) Provide legal defense on disputed claims.
- k) Provide effective coordination of claims payment and reporting formats.
- l) Provide service personnel who are accessible and knowledgeable in all aspects of the CFPB plan.
- m) Maintain an automated calendar system to ensure follow-up to correspondence and claims review and establishing a mechanism to resolve errors expeditiously.
- n) Prepare a customized administrative manual (i.e., policies, procedures, and forms for administering the plan) to be used by CFPB.

3.5. Management Information System (MIS) / Reporting and Monitoring Service Requirements

- a. The Contractor shall provide monthly reports to include current and cumulative year-to-date information including paid and incurred claims, enrollment by employee and dependent lives, and premiums split by sub-group designation.
- b. The Contractor shall provide quarterly network savings report and in-versus out-of-network claims report.

3.6 Transition Period

The Contractor shall provide a transition period which will begin at contract award and continue through December 31, 2020. During the transition period, the contractor shall be responsible for setting up the plan design in its system, assisting CFPB with establishing enrollment and billing processes, and providing materials and staffing to aid in the communication of the benefit plan to employees. The new contractor shall be responsible for all claims incurred beginning Jan 1, 2021.

In addition, during the final year of performance for this contract, the contractor will prepare for and assist with a seamless transition to the new contractor (if applicable) by transferring to CFPB and/or the new supplier, as determined by CFPB, within 30 days of notice of this requirement, all required data and records necessary to administer the plans subject to state and federal confidentiality considerations, without a break in service. The transfer may be made electronically, in a file format to be determined based on the mutual agreement between CFPB and the provider of services. The contractor may be asked to provide phase-in, phase out services for up to a one-year period, if necessary.

4.0 DELIVERABLES

The Contractor must provide the following deliverables by the corresponding specified due date:

Deliverable	SOR Para.	Due Date*
Enrollment Report	Section 3.3	Biweekly
Program Status Meeting	Section 3.3	Quarterly
Account Management Satisfaction Survey	Section 3.3	Annually
Customized Administrative Manual	Section 3.4	90 Days After Award
Claims Progress Report	Section 3.5	Monthly
Claims/Network Savings Report	Section 3.5	Quarterly

***These dates are subject to change based on mutual agreement.**

****Each biweekly invoice will consist of an alphabetized list of CFPB employees, type of insurance coverage held, and the associated biweekly rate/cost. Only one biweekly invoice should be submitted for payment with the backup documentation as described in this section.**

5.0 SPECIAL PROVISIONS

5.1 Period of Performance

The period of performance is one year with four (4) one-year option periods. At the end of the base year, if exercised, the first option year will begin. If all option years are exercised, the period of performance will not exceed a total of five years. Exercise of any option requires a contract modification signed by the CFPB Contracting Officer.

5.2 Type of Contract

This is a Fixed Price with Economic Price Adjustment (FP-EPA) contract.

SECTION 4 CONTRACT CLAUSES

1.0 FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Oct 2018) is incorporated by reference

2.0 Addendum to FAR 52.212-4

2.1 CFPB Local Clauses – Attachment 1

3.0 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>.

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020).

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011).

FAR 52.204-13 System for Award Management Maintenance (Oct 2018).

FAR 52.204-24, Prohibition on Contracting with Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

FAR 52.227-14 Rights in Data-General (May 2014)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

FAR 52.242-13 Bankruptcy (Jul 1995).

FAR 52.243-1 Changes-Fixed Price (Aug 1987).

FAR 52.246-4 Inspection of Services – Fixed Price (Aug 1996).

FAR 52.216-4 Economic Price Adjustment-Labor and Material.

4.0 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Aug 2020).

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further

Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Jun 2020) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

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

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5)[Reserved].

XX (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

XX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10)[Reserved].

___ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

- ___ (ii) Alternate I (Mar 2020) of 52.219-3.
- ___ (12)
- (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Mar 2020) of 52.219-4.
- ___ (13)[Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).
- ___ (ii) Alternate I (Mar 2020).
- ___ (15)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)
- (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4))
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- X** (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).
- XX** (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- XX** (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- XX** (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

- XX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
 ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- XX (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 ___ (ii) Alternate I (July 2014) of 52.222-35.
- XX (32)
 (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
 ___ (ii) Alternate I (July 2014) of 52.222-36.
- XX (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (35)
 (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989).
 (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 ___ (37)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 ___ (40)
- (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 ___ (ii) Alternate I (Oct 2015) of 52.223-13.
 ___ (41)
- (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 ___ (ii) Alternate I (Jun 2014) of 52.223-14.
 ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

- ___ (43)
- (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- XX (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- XX (ii) Alternate I (Jan 2017) of 52.224-3.
- XX (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020)
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

X (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

XX (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

XX (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the

provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212)

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

- a. The Government may extend the term of this contract by written notice to the Contractor within five (5) days of the expiration of the initial term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ten (10) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

Attachment 1

CFPB LOCAL CLAUSES

AGENCY LEVEL OF PROTEST (SEPTEMBER 2018)

In the spirit of transparency and accountability and in accordance with FAR Subpart 33.103, the Contracting Officer (CO) will receive and review all agency protests. Prior to submitting an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the CO level through open and frank discussions. If such concerns are not satisfactorily resolved by this means, an interested party may file a protest with the CO, triggering a formal review process. The CO shall carefully consider all protests to the Bureau, whether submitted before or after award, and seek legal advice prior to issuing a protest decision. An interested party may request an independent review at a level above the CO as an appeal of a CO decision on a protest. The agency official who is to conduct the independent review is the Senior Procurement Executive (SPE), except in the event s/he has a conflict of interest, in which case an alternative independent reviewer will be used.

Using an agency-level protest resolution does not preclude an interested party from using other protest resolution methods available by law. However, if a protest is filed with a forum outside of the Bureau subsequent to an agency-level protest filing or an appeal of an agency-level protest decision but before the agency-level process has concluded, the agency-level protest or appeal will be considered moot and will be dismissed.

The Bureau is committed to independent, impartial, and swift resolution of agency-level protests. The CO shall make best efforts to resolve agency protests within thirty-five (35) days after the protest is filed. If an appeal is filed, the Bureau's SPE shall make best efforts to resolve the appeal within fifteen (15) days after the appeal is filed. The Bureau encourages open communication with prospective or unsuccessful bidders and encourages the agency-level process as a means to resolve protests.

Protests filed with the Bureau shall be concise and logically presented to facilitate review. Valid protests shall include the information required by FAR Subpart 33.103(d)(2). Failure to substantially comply with any of the requirements may be grounds for dismissal of the protest.

Protests alleging improprieties in a solicitation shall be filed before solicitation opening or the closing date for receipt of proposals if the improprieties were apparent prior to those times. If an alleged impropriety did not exist in the initial solicitation, but was later incorporated into the solicitation by an amendment, a protest based on that impropriety must be filed before the next closing time established for submitting proposals.

In all other cases, protests shall be filed no later than ten (10) days after the basis of protest is known or should have been known, whichever is earlier. If the procurement was conducted on the basis of competitive proposals and the protester has requested a debriefing, the protester must file no later than five (5) days after the date on which the debriefing was held to be considered timely. An appeal of a CO's decision on a protest, made to the Bureau's SPE must be filed within three (3) days from receipt of the CO's protest decision. The Bureau's appellate review of an agency protest decision does not extend the time for obtaining a stay at the Government Accountability Office (GAO).

When a filing deadline falls on a weekend or Federal holiday, the filing deadline is extended to the next Federal business day. Documents received after close of business are considered filed as of the next day. Unless otherwise stated, the Bureau close of business is 5:00 p.m., Eastern Time.

BUREAU DELIVERIES (SEPTEMBER 2018)

Deliveries to the Bureau via US Postal Service or nation-wide delivery services, such as Federal Express or United Parcel Service, should be shipped to 1700 G St, NW, Washington, DC 20552. Deliveries to the Bureau via courier or personal delivery should use 1700 G St, NW, Washington, DC 20006 if delivering to 1700 G Street, NW, or use 1990 K Street, NW, Washington, DC 20006 if delivering to 1990 K Street, NW.

The loading dock at 1700 G Street, NW is located on the back side of the building. Access to the loading dock is on F Street. The loading dock is restricted in size and delivery vehicles must be under 13 feet.



Deliveries must take place between the operating hours of 7:30 am and 4:30 pm local, Monday – Friday, unless otherwise approved and coordinated with a member of the Bureau's Facilities Operations Management staff in advance of the delivery. All deliveries for the Bureau's Technology & Innovation (T&I) division, consisting of laptops, printers, servers (or other high dollar items), may be received by CFPB personnel in Facilities but the official acceptance e.g. verifying the contents of the shipment must be performed by a Government T&I employee. The loading dock personnel will notify the contact person when the truck arrives. All large deliveries require, at a minimum, one business day prior notification to a member of the Bureau's Facilities Operations Management Staff. Contact by email, (b)(6) (preferred) or by phone (b)(6)

BUREAU OFFICE OF THE INSPECTOR GENERAL (OIG) (SEPTEMBER 2018)

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.

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.

CONTRACTING OFFICER'S AUTHORITY (MARCH 2019)

The Contracting Officer for this: 
 
Consumer Financial Protection Bureau
Address: 1700 G Street NW, Washington DC 20552
Work Phone:
Email Address:

The Contracting Officer, in accordance with FAR Subpart 1.6, is the only person authorized to make or approve any changes in any of the requirements, and notwithstanding any clauses contained elsewhere, 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 terms or price to cover any increase in cost incurred as a result thereof.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY (JUNE 2019)

COR will be designated at the time of award ☐


Consumer Financial Protection Bureau
Work Phone:
Email Address:

ACOR Designation: ☐

Performance of work must be subject to the technical direction of the COR identified, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

Technical direction must be within scope of the contract. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five (5) workdays. The COR does not have authority to issue technical direction that:

- Constitutes a change of assignment or additional work outside the specification(s);
- Constitutes a change as defined in the clause entitled "Changes";
- Causes a change to the price or time/period required for performance or delivery;
- Changes any of the terms, conditions, or requirements;
- Interferes with the Contractor's right to perform under the terms and conditions of the
- Directs, supervises or otherwise controls the actions of the Contractor's employees.

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, falls within the limitations noted above, the Contractor shall immediately notify the Contracting Officer.

Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope shall be subject to the terms of FAR clause 52.233-1, Disputes, hereby incorporated by reference.

CONTRACTOR'S PROPOSAL (SEPTEMBER) 2018

The Contractor's proposal dated is hereby incorporated by reference.

CONTRACTOR PUBLICITY (SEPTEMBER 2018)

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.

CYBERSECURITY/INFORMATION SECURITY (NOVEMBER 2019)

a. The Consumer Financial Protection Bureau (CFPB) defines terms consistent with those determined by the National Institute of Standards and Technology (NIST)

<https://nvlpubs.nist.gov/nistpubs/ir/2013/NIST.IR.7298r2.pdf>).

1. Per NIST, an information system can be described as the following: "a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information."
2. An information system includes any computer that contains Bureau data and performs any of the above tasks, not just systems of records.

b. The Contractor shall adhere to CFPB cybersecurity requirements for all information systems connected to a CFPB network or operated by the Contractor for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the Contractor must have physical or electronic access to CFPB information.

c. CFPB information technology and information provided to contractors shall remain in the United States. The receipt, transmission, backup, accessing, maintenance, operation, and/or processing of CFPB technology and information must take place, and originate from, within the United States.

d. The Contractor shall maintain a complete and accurate inventory of all CFPB-provided data, along with complete access records. Upon request by the Contracting Officer (CO) or the Contracting Officer's Representative (COR), the inventory and access records shall be made available for inspection.

e. The Contractor system or 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.

f. Detected or suspected security compromises to CFPB information must be reported to the CO or COR and (b)(6) within 60 minutes of discovery by the Contractor.

g. The Contractor shall grant the Government access to all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended.

These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safeguard CFPB information resources.

h. At the expiration of the contract, the Contractor shall return all CFPB information resources provided to, or generated by, the Contractor during the period of the contract. The Contractor shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).

i. The Contractor shall comply with the Bureau's Asset Management Policy and is responsible for:

Using and protecting their assigned equipment in accordance with the Acceptable Use Policy and Guidance laid out in the Facilities Non-IT Asset Management Directive and IT Asset Management Directive; Providing access to their assigned equipment when requested by the responsible Asset Management team; and immediately reporting the loss or theft of IT hardware or software upon discovery to the COR, the CFPB Security Office at extension (b)(6), and to the Service Desk at extension (b)(6) (b)(6)

j. For the purposes of application development, the CFPB encourages and prefers the use of web- based, commercial-off-the-shelf solutions. The Contractor shall use Web-based applications configured to work with multiple browser and operating system types and may not favor one browser type over another.

k. The Contractor will adhere to CFPB common security configurations and practices. Security configurations and practices include:

1. The provider of information technology shall certify applications are fully functional and operate as intended on systems using the United States Government Configuration Baseline (USGCB) and other operating system and application standards.

2. 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.

3. The installation, operation, maintenance, and update of software shall not alter any CFPB-accepted or established security configuration.

4. Applications designed for users shall run in standard user context without elevated system administrator privileges.

l. The Contractor shall notify the CO or 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.

m. Throughout the term of the contract, should the Contractor deliver a product or provide a service that does not meet (and maintain) CFPB's information security requirements, the Contractor, at their own expense, shall correct non-compliant deliverables within 90 days of notification by the CO.

n. The Contractor shall maintain a computing environment with federally sufficient security at all times, in adherence with Bureau policy and standards. This includes, but is not limited to, the description and documentation of the processes and procedures that the Contractor shall follow 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.

o. 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.

p. Contractors providing services that are Federal Risk and Authorization Management Program (FedRAMP) certified shall ensure their FedRAMP packages remain current throughout the life of the contract.

q. The Contractor shall demonstrate, upon request by the CO or COR, 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. This demonstration may include the delivery of artifacts within the scope of the FedRAMP package and independent from FedRAMP artifacts.

r. The Contractor shall ensure its computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Modernization Act of 2014 (FISMA); and with Federal policies and procedures that include, but are not limited to, NIST Special Publication (SP) 800-60, 800-63A, FIPS 200, and CFPB Information Security Standards (CS-S-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 is a breach of the contract. The CO or COR may conduct an on-site inspection to ensure compliance.

1. If a Contractor or Vendor is an Agent of the Bureau, or acting as on the Bureau's behalf, all contractors and systems shall adhere to the most current OMB Circular A-130 and NIST SP 800-53 requirements in alignment with the Bureau-established FIPS Publication 199 determination for the authorized system, data extract, or derived data.

a. Information system(s) shall have the ability to transfer audit logs to the Bureau's centralized log collection and analysis system, Splunk by using an application programming interface API or a secure system log file (syslog).

b. Information system(s) shall support Security Assertion Markup Language (SAML) 2.0 for federated login to any web console provided by the tool, if providing a log-in capability.

c. Information system(s) shall support multiple concurrent Identity Providers per the role described within the SAML 2.0 specification (<http://saml.xml.org/saml-specifications>), if providing a log-in capability.

d. Information system(s) shall provide a Representational State Transfer (RESTful) user and group management interface that allows for the creation, updating, disabling and deletion of an account, if providing accounts.

- e. The project technical team shall submit an information system security baseline in alignment with Bureau common information security standards (ISS) and the system sensitivity classifications per the Federal Information Processing Standard (FIPS) 199/200 assessments, if appropriate.
- 2. In addition to any and all applicable Federal laws, regulations, and directives, the Contractor or Vendor shall adhere to the most current NIST Special Publication (SP) 800-171 requirements for non-federal contractor information systems that receive, transmit, process, store, or collect any form of Controlled Unclassified Information (CUI) collected for or provided by the Bureau's behalf.
- 3. The Contractor or Vendor shall adhere to the Bureau-defined requirements regarding all Bureau system development life cycle (SDLC) policies, procedures, and activities. This includes the removal and disposal of all Bureau data from contractor-owned and operated information systems. The Contractor and Vendor shall provide any and all requested artifacts required to verify and attest that all Bureau data has been permanently removed once the information system is no longer required to process, store, or transmit Bureau data. These artifacts include, but are not limited to:
 - a. Signed letter or document from the vendor showing/attesting that all bureau level data has been properly and correctly removed.
 - b. Screen captures, or equivalent, showing each step taken within the information system and final result when permanently removing Bureau data.
 - c. On-site inspection or remote surveillance of the sanitization/disposal/disposition process.
- s. The Contractor shall maintain an active information security program with detective, preventative, and responsive elements to ensure administrative, managerial, technical, and physical controls per section r, above. 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, to include end-user systems.
- t. The Contractor, as deemed necessary, may use additional safeguards other than as provided for by the contract to prevent use or disclosure of CFPB information.
- u. The Contractor shall, at its own expense, take action to mitigate any harmful effect that is known to the Contractor of a use or disclosure of CFPB information by the Contractor in violation of the requirements of this clause.
- v. The Contractor shall not use meta-data about CFPB's use of the service for any purpose except for troubleshooting, technical performance monitoring, or ensuring security and functionality of the service.
- w. The CFPB Office of Cybersecurity maintains information on current information security requirements and standards, and will provide details to the Contractor as needed after contract award. The CO or COR will notify the Contractor of any substantive changes to information security requirements that have a significant impact on the Contractor's information security obligations under the contract.
- x. The Contractor shall include the substance of this clause in all subcontracts under this Contract.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (INVOICE REQUIREMENTS) (SEPTEMBER 2018)

Definition. As used in this clause, "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.

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 (b)(6) or phone (b)(6).

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

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

Each payment request submitted shall be supported by appropriate documentation necessary to substantiate the request.

Contract/CLINS: Non-firm-fixed-price (Time and Materials / Labor Hours)

For non-firm-fixed-price contracts/CLINS (e.g. Time and Materials/Labor-Hour contracts), payment requests shall be submitted in accordance with this local clause, FAR 52.212-4, Contract Terms and Conditions-Commercial Items Alternate 1 and/or FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, and include, but are not limited to:

- Contractor's name and address;
- Contract/order/call number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);
- Period of Performance;
- Invoice number;
- Project name;
- Percentage complete;
- Labor categories;
- Labor hours worked per labor category with backup documentation supporting hours worked (e.g., timesheets);
- Labor rate;
- Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed; and
- If applicable, itemized other direct costs (e.g. travel costs) and receipts.

Payment requests shall be submitted by the 28 calendar day of each month following the month of performance and shall meet the approval of the Contracting Officer Representative (COR). A report showing the accomplishments by individual contractors shall accompany the invoice. For payment and invoice questions, go to <https://www.ipp.gov> or contact the Accounting Services Division at (b)(6) or via email at (b)(6).

HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (AUGUST 2020)

The Consumer Financial Protection Bureau (CFPB or Bureau) promotes and is committed to the participation of Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) in its procurements.

I. Definitions – For the purposes of this clause:

- a. Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.
- b. Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C.1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C.1101a).

II. Contractor Obligation:

- a. The Contractor has made and shall continue to make, or shall make, during this contract, a good faith effort to promote and to ensure, to the maximum extent possible, HBCU/MI inclusion in its subcontracts.
- b. Subcontractors – The Contractor shall insert the substance of this clause in all subcontracts under this contract.

HOURS OF OPERATION AND COVERAGE (SEPTEMBER 2018)

The Contractor is responsible for conducting business between the hours of **8:00am to 5:00pm**

Monday through Friday, except Federal holidays (listed on the Office of Personnel Management's (OPM) website at www.opm.gov) or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. However, certain contracts do require a 24/7 on-site operation schedule. The hours of operation are specifically stated in these contracts. For other than firm-fixed-price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within the Statement of Work when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. Under special circumstances in order to meet tight deadlines or deliverable schedules, contractors supporting other than firm-fixed-price contracts may be required to provide services outside the stated schedule, including weekends, Government observed holidays or Government directed closings. The Contracting Officer's Representative (COR) must approve, in advance, any exceptions to services performed outside of the stated schedule.

INSPECTION OF BOOKS & RECORDS (MARCH 2019)

The Contractor agrees that the Consumer Financial Protection Bureau (CFPB) (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.

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.

INVOICE SCHEDULE (SEPTEMBER 2018)

The payment Schedule shall be as follows:

Each biweekly invoice will consist of an alphabetized list of CFPB employees, type of insurance coverage held, and the associated biweekly rate/cost. Only one biweekly invoice should be submitted for payment with the backup documentation as described in this section.

KEY PERSONNEL (SEPTEMBER 2018)

The following personnel are considered key personnel by the Government for this contract:

<i>Name</i>	<i>Title</i>
Timothy Constantine	President and COO
Lynne Hamilton	Vice President

<i>Name</i>	<i>Title</i>

Insert item

The Contractor shall provide a contract manager who shall be responsible for the performance of work under this contract. The name of this person, and an alternate, shall act for the Contractor when the manager is absent, and shall be designated in writing to the Contracting Officer (CO/Contracting Officer's Representative (COR). The contract manager, or alternate, shall have the full authority to act on behalf of the Contractor on all contractual matters relating to daily operations under this contract. The contract manager, or alternate, shall be available to the CO/COR between the hours of 8:00am - 5:00pm

LANGUAGE REQUIREMENTS (SEPTEMBER 2018)

Contractor Personnel assigned to perform tasks under the must be able to fluently read, write, speak and understand the English Language.

NON DISCLOSURE (MARCH 2019)

The Contractor recognizes that, in providing services under this contract, the Contractor may obtain access to or may become aware of non-public information that is confidential in nature pursuant to the Bureau's regulations at 12 CFR Part 1070, et seq., (including but not limited to information that may be privileged or proprietary in nature or contain Personally Identifiable Information (PII) and/or qualifies as Controlled Unclassified Information (CUI), as that term is defined under Executive Order 13556 (November 4, 2010) . Without prior written approval by the Contracting Officer Representative (COR) or unless otherwise permitted by law, information acquired or prepared by the Contractor pursuant to providing services under this contract shall not be:

1. used by the Contractor for any purpose other than to perform work under the contract or
2. disclosed by the Contractor to others outside
 - i. the approved Contractor personnel whether that personnel is providing services under this contract or another Bureau contract or
 - ii. the Government personnel serving in an oversight role or participating on a "need to know" basis.

The Contractor shall secure acquired or prepared information in a location with access limited to only the personnel groups previously stated or in a location that is determined by the COR to be acceptable. In accordance with the Contract Disputes Act, any unauthorized disclosure of non-public sensitive, confidential, or proprietary information, or Personally Identifiable Information (PII) is considered a violation of a material term of this contract. Classified information will NOT be made available to the Contractor.

Prior to any Contractor personnel (i.e., individual personnel working for the Contractor as an employee or under a subcontract) performing services under this contract, or prior to the Contractor personnel participating in any discussions or receiving any information specific to this contract, each such individual Contractor personnel shall sign a Non-Disclosure Agreement (NDA) [See NON-DISCLOSURE AGREEMENT]. A signed NDA is required for each individual Contractor personnel meeting the criteria stated directly above. Signed NDAs are provided to the COR. If any individual Contractor personnel does not sign an NDA, the individual is not permitted to perform services, participate in discussions or receive information affiliated with this contract. The NDA covers all information relative to this contract that the Contractor may obtain access to or be made aware of, including, but not limited to, all deliverables, documents, or records.

PERIOD OF PERFORMANCE/DELIVERY REQUIRED (SEPTEMBER 2018)

Base Period (Months)	Total Length Of All Option Periods (Months)
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PLACE OF PERFORMANCE (SEPTEMBER 2018)

Services performed under this Contract shall primarily be performed at:

contractor's facility.

If multiple locations are stated in the contract, the Contracting Officer's Representative (COR) will inform the Contractor as to the correct location based on the requirement. Unless otherwise specified in the contract, the Contractor will not be reimbursed for any travel expenses. Contractor personnel may be allowed to telecommute (on a routine or episodic basis) from a remote location only if pre-approved in writing by the Contracting officer or the COR. Approval to telecommute on a routine or episodic basis will be at the COR's discretion based on the requirement. Before beginning to telecommute, Contractor personnel are subject to a waiting period which will be determined by the COR. If a routine telecommute day(s) is established, the COR may unilaterally incorporate a schedule adjustment that requires the work to be temporarily performed at the primary work location. The COR will provide notification of such adjustment(s) as soon as possible, but no less than by close of business the prior business day. The COR may also request the Contractor's PM POC to have their Contractor personnel telecommute due to a building or Government closure due to weather, natural disaster, etc. If telecommuting occurs, the Government is only responsible for providing the Contractor with a means to remotely access the Government network. The Government is not responsible for providing additional equipment, materials or facilities for work performed remotely. The Bureau will not reimburse the Contractor for any expenses incurred by Contractor personnel related to telecommuting, excluding actual time worked while telecommuting.

PROCESSING OF CONTRACTOR PERSONNEL (SEPTEMBER 2018)

On-boarding: The Contractor's Project Manager (PM)/Point of Contact (POC) shall ensure that each of their Contractor personnel supporting the contract provides the required documentation and/or performs the required action, as applicable in accordance with requests by CO or COR, stated in the table below. If a form is required, the COR will provide it to the Contractor's PM/POC following award. Timeframes apply after the award date.

On-boarding Instance	Documentation/Action	Timeframe
Contractor Personnel's Initial Security Check prior to performing work	Contractor Security Processing Packet (CSPP): one per Contractor personnel, provided to COR	No later than two (2) business days after Contractor identifies a non-key personnel to support contract or after a replacement for a key personnel is decided
Contractor Personnel's Initial Security Check prior to performing work	Fingerprints, specific to an individual Contractor personnel, provided to Bureau	No later than two (2) business days after Contractor personnel is notified to provide fingerprints, an appointment is scheduled and fingerprints are provided within (3) business days
Contract Kick-off Meeting or Contractor Personnel's Start Date (whichever occurs first)	An individually signed Non-Disclosure Agreement for each Contractor personnel supporting the contract, provided to COR	At beginning of Kick-off Meeting or prior to work being performed
Contractor Personnel's Start Date	Site badge application provided to the COR	No later than start date when reoccurring building access is required

As the Bureau processes each Contractor personnel's initial security check, the Contractor's PM/POC shall keep the COR abreast of any changes to its employee's availability. Upon notice to the Contractor's PM/POC by the COR that a Contractor personnel's initial security check is successfully completed, the Contractor's PM/POC shall coordinate with the COR to determine a start date for each individual. If notice of an unfavorable suitability determination is provided for a Contractor personnel or if a Contractor personnel's availability changes during the on-boarding process, the Contractor's PM/POC shall identify a suitable replacement within five (5) business days.

Off-boarding: When Contractor personnel depart during a performance period, voluntarily or involuntarily, the Contractor's PM/POC shall notify the COR as outlined below. In addition, prior to the contract's performance period expiring, the Contractor's PM/POC shall work with the COR to ensure the smooth departure of each Contractor personnel. Such notification is required in accordance with the Bureau's "Off-boarding Policy" and "Off-boarding of Contractor Personnel Standard Operating Procedure." The timing and the means of notifications are outlined below:

Off-boarding Instance	Documentation/Action	Timeframe
During contract's performance period or when contract is expiring	Individual – Contractor Personnel Off-Boarding Checklist, one per Contractor personnel, provided to COR	<u>Initial submission:</u> No later than two (2) weeks prior to the Contractor personnel's departure date (i.e., last day supporting the contract). <u>Final submission:</u> No later than the Contractor personnel's departure date.
When contract is expiring	Close-out - Contractor Off-Boarding Checklist, one per contract, provided to COR	<u>Initial submission:</u> No later than two (2) weeks prior to contract's final performance period end date. <u>Final submission:</u> No later than the contract's final performance period end date.

The Contractor's PM/POC shall coordinate with the COR to ensure that the completed Off-Boarding checklists are provided to the COR and that Government-issued items/hard copy documentation are returned prior to the contract's final performance period end date. Any electronic documentation generated by Contractor personnel while supporting the contract shall be saved to a shared location for access by the COR. Depending on the situation causing a Contractor personnel departure, if the Contractor's PM/POC is unable to meet the timing requirements above, they shall notify the COR and submit the required documentation/actions as soon as possible.

PROCESSING OVERPAYMENTS (SEPTEMBER 2018)

Accounts Receivable Conversion of Check Payments to electronic funds transfer (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 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.

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.

Credit Memos: Contractors are allowed, with the Contracting Officer's written permission, to issue a credit memo when an overpayment is paid by the Bureau. The full overpayment will be credited in full to the Bureau on the next payment request (invoice/voucher). If the credit memo exceeds the payment request, it will be applied to the next payment request.

PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (SEPTEMBER 2018)

Contracts are not to be awarded to Government employees or a business concern or other organization owned or substantially owned or controlled by one (1) or more Government employees. For the purposes of

the , the Contractor is prohibited from using Government employees in any work performed by the Contractor(s) or any of its employees, subcontractors, or consultants.

RECORDS AND INFORMATION MANAGEMENT (MARCH 2019)

Definitions

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

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

Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

The Consumer Financial Protection Bureau (CFPB) owns the rights to all recorded information, regardless of form or characteristics, produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which CFPB shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

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

CFPB and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of CFPB or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to Contracting Officer and the Records Management Office. The Bureau must report promptly to NARA in accordance with 36 CFR 1230.

The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of

non-public information is limited to authorized personnel with a need-to-know as described in the Contract ☒ The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity.

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

The Contractor shall continue to abide by FAR subpart 4.7 and the appropriate Data Rights provisions at FAR subpart 27.4.

RIGHTS IN DATA (MARCH 2019)

FAR Clause 52.227-14 Rights in Data – General (MAY 2014) is included in the underlying GSA Schedule contract. This is/are issued with the following clarifying language regarding application of that clause to the data:

Contracting Officer Approval Process Required for Release, Publication and Use of Data subject to FAR 52.227-14, Rights in Data - General (MAY 2014):

52.227-14(c)(1) and (d)(2). As authorized by 52.227-14(c)(1)(i), this section provides otherwise than as specified at (c)(1)(i) and sets forth, pursuant to 52.227-14(d)(2), express conditions that further limit the right of the Contractor, without first obtaining Contracting Officer approval, to use, release to others, reproduce, distribute, publish, or assert copyright in data produced or delivered in the performance of this contract. Prior Contracting Officer approval is required for: (i) all data produced and/or delivered in the performance of this contract (e.g., contract deliverables, contract research results, etcetera); (ii) all other data constituting Personally Identifiable Information (PII), confidential business records or proprietary information; and (iii) all data otherwise specified by this as confidential.

If data in the form of computer software is produced and/or delivered in the performance of this issued under it, the computer software shall be produced and/or delivered with the source code and all other information specified at 52.227-14(a)(ii). Further, the Government shall have, at a minimum, a license to use this computer software, source code and other information as specified at 52.227-14(c)(iii).

SECURITY REQUIREMENTS (SEPTEMBER 2018)

Personnel Security

To determine whether an individual is suitable to support the Bureau as a contractor personnel or subcontractor personnel, the contractor's Project Manager (PM)/Point of Contact (POC), shall ensure that contractor personnel (includes subcontractor personnel) working under the contract meet the requirements defined within this clause.

Prior to performing any services under the contract, contractor personnel are required to pass an initial security check performed by the Bureau's Personnel Security Office (PSO).

The steps required by contractor personnel for an initial security check are as follows:

Submits to the Contracting Officer Representative (COR) a completed Bureau provided Contractor Security Processing Packet (CSPP) which includes a Contractor Consumer/Credit Report Release form; and,

Provides fingerprints to the Bureau.

If the PSO determines a contractor personnel successfully completed the initial security check, the COR will notify the contractor's PM/POC of an approved Entry on Duty (EOD) date specific for each contractor personnel and specific to the base contract number. Contractor personnel shall not perform any work under the contract until receiving notice of an EOD date.

Following completion of a successful initial security check, the PSO conducts a full background investigation appropriate to the position sensitivity risk level (i.e., high, moderate or low) assigned by the Bureau. Contractor personnel are provided with instructions and is invited into e-QIP to complete a required questionnaire (e.g., SF-85, SF-85P). Contractor personnel shall complete the questionnaire and an OF-306 form in a timely manner as determined by the PSO.

Contractor personnel providing support to the Bureau shall be United States citizens.

Any contractor personnel whose initial security check or full background investigation reveals derogatory information may be found unsuitable to provide support to the Bureau. The Bureau reserves the right to determine the suitability of each contractor personnel. If notification of a contractor personnel's unfavorable

suitability determination is provided, the contractor's PM/POC shall immediately remove the impacted contractor personnel from the project.

Derogatory information is not limited to, but may fall into one or more of the following categories: 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.

Contractor personnel, including substitutions, are subject to the same investigation requirements throughout the contract's period of performance.

Every five (5) years, contractor personnel are required to undergo a re-investigation which involves receiving an invite from the PSO to update their e-QIP application. The 5 year mark is determined based on when a contractor personnel's full background investigation was completed and includes cases when the Bureau accepts reciprocity from another federal agency.

Physical Security

All contractor personnel authorized to enter Bureau controlled space is subject to a security screening.

All contractor personnel when present in Bureau controlled space shall wear a badge provided by the Bureau or another accepted agency that is programmed for entry into Bureau controlled space. The badge shall be worn above the waist and be visible at all times while in Bureau controlled space. Bureau issued badges shall not be displayed in public.

Any badge, permanent or temporary, provided by the Bureau to a specific individual is non-transferable.

All contractor personnel shall abide by site applicable security regulations when at Bureau controlled space or when representing the Bureau in an official capacity at an off-site location.

Any badge provided to contractor personnel shall be returned to the COR at the point when the COR or the Contracting Officer determines it is no longer needed or to the Bureau's Credentialing Center upon issuance of a new or updated personnel identity verification (PIV) card. Any temporary badge (e.g., visitor) issued to contractor personnel shall be returned to the Security Officer at a Bureau entrance/exit location.

Contractor personnel shall report lost or stolen badges to the COR or Contracting Officer within 24 hours or the next business day, whichever is sooner.

The contractor's PM/POC shall not conduct contractor personnel terminations or removals from a contract in Bureau controlled space.

SUBSTITUTION OF KEY PERSONNEL (SEPTEMBER 2018)

The Contractor shall submit a written request to the Contracting Officer's Representative (COR) at least 10 business days prior to substituting key personnel assigned to the contract. The Contractor shall include the circumstances requiring the proposed replacement of the key personnel and shall provide the name and resume of the proposed replacement to the COR. Replacements shall possess equal or greater qualifications than those they are replacing, and shall be approved by the COR. The Contracting Officer will decide any disagreements regarding the substitution of any key personnel.

TRAVEL PER DIEM (SEPTEMBER 2018)

Travel is Anticipated: ☐ Yes ☒ No

No travel is anticipated under this contract. In the event that travel is required, the following provisions apply:

Travel expenses shall only be applicable to contracts performed on a labor hour or time and materials basis. Contracts issued on a fixed price basis shall include any required travel within the fixed price.

The total amount authorized for travel expenses will not exceed the limitation stated on the travel fund contract line item specified in the contract.

All travel requires an authorization request to the Contracting Officer's Representative (COR) and subsequent COR approval/authorization before travel expenses are incurred. Requests for authorizations, unless waived by the COR, shall be submitted at least 10 business days prior to the first day of travel. Requests for authorization must include for each individual Contractor personnel traveling: full name of traveler, justification/purpose, cost estimate by expense types, dates, and travel locations.

Actual costs for non-local travel pre-approved by the COR will be reimbursed in accordance with the provisions of the Federal Travel Regulations (FTR) and with FAR subpart 31.205-46. Profit shall not be applied to travel costs. The FTR and current per diem rates can be accessed at: www.gsa.gov/ftr. The FAR can be accessed at: www.acquisition.gov.

Receipts and/or other appropriate documentation shall accompany claims for reimbursement on travel expenses in excess of \$75. The Government will not reimburse travel costs for unauthorized travel. Documentation covering the authorization requests and the COR's pre-authorization shall also accompany claims for reimbursement. Claims for reimbursement shall be submitted no later than the Contractor's second invoice cycle following the previous travel end date and shall include all reimbursable travel expenses per individual traveler per travel instance.

Local travel will not be reimbursed. Examples of local travel not subject to reimbursement are: travel to and from normal job site; and, supervisory personnel traveling to a Government site or alternative facility to oversee operations of its Contractor personnel. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal jobsite.

The Government will not pay for travel to/from the local place of performance when the Contractor elects to staff the requirements with Contractor personnel outside of the local place of performance. Furthermore, if Contractor personnel residing outside of the local place of performance are in pre-approved travel status, reimbursable travel expenses shall not exceed that cost of the individual traveling to/from the Government's local place of performance.

UNIVERSAL ACCESS AND DESIGN (SEPTEMBER 2018)

The Contractor shall ensure that all Electronic and Information Technology (EIT) deliverables meet or exceed accessibility and usability design requirements under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended January 2018, and under the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA. The refreshed Section 508 Standards (January 2018) can be found at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>. The refreshed Section 508 Standards harmonize with WCAG 2.0 Level AA. EIT is also referred to as Information Computer Technology (ITC).

EIT deliverables include, but are not limited to: websites, mobile applications, web based applications, cloud solutions, software as a solution (SaaS), commercial off-the-shelf (COTS) products, software, hardware, webcasts, webinars, podcasts, multimedia, social media, collaborative workspaces and tools, surveys, print and electronic documents, PDFs, forms, and all training and related training materials.

The Contractor shall have the ability and experience in creating Section 508 conformant deliverables and in determining the Section 508 compliance of EIT including design specification, testing and verification, and remediation as required.

The Contractor shall acquire the necessary authoring and testing tools to create EIT deliverables and perform accessibility and usability testing in multiple environments to include a comprehensive selection of assistive technologies. The Contractor shall use the most updated version of an authoring tool that creates Section 508 conformant outputs in order to ensure its deliverables are Section 508 conformant and usable.

Upon the request of the Contracting Officer (CO) or the Contracting Officer's Representative (COR), the Contractor shall present a Government Product Accessibility Template (GPAT) (<https://www.section508.gov/>) for each EIT deliverable. GPAT findings shall be presented in an accessible electronic format.

Materials intended for print shall also include an accessible, dynamic and Section 508 conformant electronic version of the deliverable. Print materials shall be made available in an alternate accessible format when requested.

When producing EIT deliverables, the Contractor shall follow the Bureau's Design Manual (b)(6); (b)(7)(E) including Bureau templates.

CFPB LOCAL CLAUSES – CONTRACTOR INPUT REQUIRED

CONTRACTOR POINT-OF-CONTACT (POC) (SEPTEMBER 2018)

The Contractor's POC is identified here:

First Name:	Last Name:	Title:
Lynne	Hamilton	Vice President
Company Name	United Concordia Companies, Inc.	
Address	4401 Deer Path Road, Harrisburg, PA 17110	
Phone Number	(b)(6)	
Email Address	(b)(6)	

The POC shall be responsible for the overall management and coordination of

this and shall act as the central point of contact with the Government. The POC shall have full authority to act for the Contractor in the performance of the required supplies/services.

ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2019)

Contractor and subcontractor personnel performing work under this contract, or who have previously performed related work and have a conflict of interest, may receive, have access to or participate in the development of proprietary or procurement sensitive information (i.e., cost or pricing information, budget information or analyses, specifications or work statements), perform evaluation services, or provide consulting services (such as, but not limited to, serving as an expert witness) which may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in FAR subpart 2.101(b).

A. ATTESTATION REQUIREMENT: The Consumer Financial Protection Bureau (CFPB) has not waived any conflicts of interest. As part of its proposal/quote ("proposal") submission, the offeror/quoter ("Offeror"), including its employees, officers and subcontractors, attests, by checking one of boxes below, that to the best of its knowledge it is:

- ☐ Not aware of any facts that create any actual conflict, potential conflict or the appearance of a conflict(s) or unfair competitive advantage relating to the award of, or carrying out the responsibilities under, this contract or agreement.
- ☐ Aware of facts that create an actual conflict, potential conflict or matter that may present the appearance of a conflict(s) or unfair competitive advantage related to the award of and/or carrying out the responsibilities under this contract or agreement. Included with this attestation is (a) a description of all actual or potential conflicts and/or facts presenting the appearance of a conflict or unfair competitive advantage; and (b) a list of all organizations that the offeror (including key personnel and subcontractors) has worked with or for during the past three years that relate to any OCI identified pursuant to a)(2)(a) of this clause.

B. MITIGATION PLAN REQUIREMENT: If the offeror attests to (2), above, and believes the actual or potential conflict(s) or appearance of a conflict(s) can be avoided, neutralized, or mitigated, the offeror must submit a detailed mitigation plan in its proposal. The mitigation plan shall generally provide all current information bearing on the existence of any actual conflict, potential conflict or matter that may present the appearance of a conflict(s) (to include its employees and subcontractors), and detail how the offeror would avoid, neutralize, or mitigate the conflict(s).

C. MITIGATION PLAN CONTENTS: Though each situation is unique, a mitigation plan shall, at a minimum, include the following:

- A detailed description of any possible OCI. This will include a listing of the offeror's past and current relationship to any firm in the past three years that is related to the services being procured herein and any possible OCI associated thereto;

- A description of the actions the offeror will take to mitigate the possible OCI;
- A description of how the mitigation measures will not adversely affect contract performance;
- A description of the potential risks and issues of the OCI mitigation plan;
- A description of the offeror's OCI monitoring process and how the OCI mitigation plan will be updated;
- Definition of company roles, responsibilities, and procedures for screening existing and new business opportunities for possible OCI issues;
- A list of any affiliated companies/entities associated with any possible OCI, including a parent company or a wholly-owned subsidiary, along with procedures for coordinating possible OCIs with such affiliated companies/entities;
- A description of how the offeror would require subcontractors to support the contract or agreement and a description of how the offeror would address OCI requirements with its subcontractor, including compliance with its mitigation plan;
- A description of a training program for employees involved with the OCI; and
- A definition of records related to the OCI mitigation plan to be made available to the Government upon request.

D. **CONTRACTING OFFICER DISCRETION:** The Contracting Officer (CO) shall be the sole determiner of whether an OCI exists; if an OCI may be avoided, neutralized or mitigated; and how an OCI may be avoided, neutralized or mitigated. The CO must assess the offeror's or Contractor's information, internal information from the Bureau's program office, and any other relevant information to make such determinations.

E. **PROCEDURES FOR OCI IDENTIFIED DURING EVALUATION PROCESS:** FAR subpart 9.504(e) provides unique procedures for the handling of an OCI determined during the evaluation process for contract award. In that circumstance, the CO shall award the contract to the apparent successful offeror, unless it is determined that an OCI exists that cannot be avoided or mitigated. Before determining to withhold award based upon such an OCI, the CO shall notify the offeror, explaining the nature of the OCI and providing the offeror an opportunity to respond. If in evaluating the information the CO believes it may be in the best interest of the United States to award to the offeror notwithstanding the OCI, the CO shall request that the offeror submit a written waiver request.

F. **PROCEDURES FOR AN OCI WAIVER:** If the CO determines that an OCI exists for which the offeror or Contractor wishes to seek waiver and/or the CO believes waiver may be in the best interest of the Government, waiver may only be granted by the Head of the Contracting Activity (HCA). Upon a written waiver request from the offeror or Contractor, the HCA will make a decision as to waiver based upon the best interests of the Government.

G. **ONGOING CONTRACTOR OCI OBLIGATION AND DISCLOSURE:** The offeror or Contractor has a continuing obligation to search for and to report any matter that may present itself as an actual conflict, potential conflict or give the appearance of a conflict. If the offeror or Contractor believes that its OCI status changes at any time during the evaluation process or over the course of the BPA or contract, it has an ongoing responsibility to notify the CO in writing with a prompt and full disclosure as soon as practicable, and in no instance later than ten (10) business days, after learning of any new or expanded possible OCI(s). The disclosure shall include a description of the action the contractor has taken or proposes to take in order to avoid or mitigate such conflict(s). Only the CO can determine whether an OCI actually exists.

H. **REMEDIES:** For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed by this clause, the Government may: disqualify an offeror from competing for a contract award; terminate the relevant contract for default; disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting OCI; and pursue such other remedies as may be permitted by law or under the relevant contract. If, however, in compliance with this clause, a Contractor discovers and promptly reports an OCI (or potential thereof), the CO may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government, or may take other appropriate actions.

I. SUBCONTRACTS: The Contractor shall include this clause in subcontracts, consulting agreements or other arrangements for services and supplies at any tier. The terms “contract”, “Contractor”, and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.

GOOD FAITH EFFORT CERTIFICATION (MARCH 2019)

I. Certification – Upon contract award, the Contractor certifies to the Consumer Financial Protection Bureau (CFPB or Bureau) that:

- a. It is committed to equal opportunity in employment and contracting; and
- b. It has made and shall continue to make, or shall make, during the course of this contract, a Good Faith Effort (GFE) to ensure, to the maximum extent possible, the fair inclusion of minorities and women in its workforce and in the workforces of its applicable subcontractors.

II. Definitions – For the purposes of this certification:

- a. “Minority” shall have the meaning set forth in Section 342 (g) of the Dodd- Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. 5452(g) (the Act); and
- b. “Good Faith Effort” shall include actions by the Contractor, consistent with applicable law, intended to identify and, if present, to remove barriers to minorities and women within its workforce or expand employment opportunities for minorities and women within its workforce by means such as recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

III. Contractor Obligations Documentation -

- a. Contractor – The Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce.
- b. Subcontractors – The Contractor shall insert the substance of this clause (II.a. & II.b.) in all subcontracts under this contract.

IV. Documentation– Due Within 30 days of contract award, or such longer time as OMWI and the Contracting Officer may determine, the Contractor shall provide documentation, satisfactory to the Bureau, at no additional cost to the Government, summarizing the actions it (and, as applicable, its subcontractors) has undertaken reflecting its Good Faith Effort to comply with the aforementioned provisions. The Contractor will submit documentation either electronically via form (available on the Bureau’s website) or via email to the Contracting Officer and copy (b)(6) [redacted] The documentation may include, but is not limited to, the following:

- a. A completed Contractor Diversity Profile and related supporting documentation submitted online via form, or when requested, via email as an Adobe PDF document.
- b. An Affirmative Action Plan (AAP) – and the EEO-1 form from the same year, as well as the Outreach section of the Contractor Diversity Profile (Questions 10 and 11), or
- c. Contractors may submit documentation demonstrating its efforts to address all six evaluation criteria encompassing the CFPB’s GFE which are : 1) Diversity Strategy; 2) Diversity Policies; 3) Recruitment; 4) Succession Planning; 5) Outreach; and 6) Supplier Subcontractor Diversity. The documentation should address any actions taken by the Contractor to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce and subcontracting pools; or
- d. A complete copy of a prior GFE submission in the event a Contractor has, within the last two years, submitted information summarizing the actions it (and, as applicable, its subcontractors) have undertaken reflecting its Good Faith Effort to comply with Section 342 of the Dodd Frank Act, to the CFPB or to another agency subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act or to a voting member of the Financial Stability Oversight Council (FSOC).

V. Failure to Comply -

- a. Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. 5452(c)(3), a failure, in response to a request, to demonstrate to the Director of the CFPB Office of Minority and Women Inclusion (OMWI) a Good Faith Effort to include minorities and women in the Contractor’s workforce (and as applicable, the workforce of its subcontractors), may be cause for a

recommendation of CFPB contract termination, referral to the Office of Federal Contract Compliance Programs, or other appropriate action.

b. Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Order.

VI. Submission- The Contractor shall electronically submit any required documents either via electronic form or via email to the Contracting Officer and copy (b)(6) within 30 days of contract award or within the timeframe specified via written request. The electronic submission via email shall contain:

a. In the subject headline: "Good Faith Effort documentation for Contract # (Insert Referenced Contract Number)"; and

b. In the body of the submission: Company Information: Company Name, Contact Name, Title, Phone Number, Email Address, Mailing Address, Website and DUNS Number.

The Contractor hereby certifies that it shall comply with the terms of the conditions set forth in the above sections.

The undersigned does hereby certify and acknowledge to the CFPB that, by signing your CFPB contract, the undersigned is fully authorized to act on behalf of and to bind the Contractor by virtue of the Contractor Doing Business Agreement or Sole Proprietorship documents, By-Laws, organizational documents, Operating Agreement, Partnership Agreement, Trust Agreement, Authorization to Act Agreement, and/or any Incumbency Statement or Resolution to Act signed by either the managing member, managing partner, Trustee, or corporate secretary.

Contractor Printed Name and Title and DUNS

NETWORK ACCESS TRAINING FOR CONTRACTORS (NOVEMBER 2019)

The Contractor agrees that any Contractor personnel who will have access to the Bureau's network shall comply with the "Acceptable Use of CFPB Information Technology Resources" Policy (AUP), prior to accessing the Bureau's network. Once network access is permitted, the Contractor shall complete mandatory training to include, but not be limited to, the following:

	Training	Methodology	Estimated Duration	Estimated Time Frame
1	Cybersecurity Awareness	Computer-based training	1 hour	Within 30 calendar days of on-boarding and annually thereafter January - March
2	Privacy Awareness Training --two requirements			
2a	General Role-Based Privacy Training	In-person, dial-in offered, offered monthly	1 hour	Within 30 calendar days of on-boarding and annually thereafter Oct – Sept
2b	Mandatory Privacy Awareness Training	Computer-based training	1 hour	Within 30 calendar days of on-boarding and annually thereafter Jan - Mar
3	Records Management Training	Computer-based training	1 hour	Annually Feb - Apr

Additional mandatory training may be required for Contractor personnel with elevated system access. The Contracting Officer's Representative (COR) will notify the Contractor if such training is required. Additional mandatory training may include:

	Training	Methodology	Estimated Duration	Estimated Time Frame
1	Cybersecurity Role-Based Training (RBT)	Training provided by CFPB or relevant external training may count toward this requirement.	10 - 20 hours	Within 60 days of on-boarding or notification.
2	Privacy Awareness Privileged User Training	Training provided by CFPB and must be completed in person.	1 hour	Within 60 days of on-boarding or notification.

All training must be completed on an annual basis, unless otherwise stated above. Instructions for submitting certificates will be provided upon completion of each training module. Failure to complete mandatory training within the required time frames may result in suspending network access to a Contractor or certain Contractor staff.

The Contractor shall include the substance of this clause in all subcontracts under this Contract. _____

NON-DISCLOSURE AGREEMENT (MARCH 2019)
Consumer Financial Protection Bureau (CFPB)
Contract Number : 9531CB21C0003
Conditional Access to Confidential and/or
Controlled Unclassified Information (CUI)

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 confidential and/or controlled unclassified (CUI) information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, CUI means "information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations and Government-wide policies, excluding information that is classified under Executive Order 13526 (December 29, 2009) or the Atomic Energy Act, as amended." Executive Order 13556, Controlled Unclassified Information (November 4, 2010.) By signing this agreement, I agree to comply with Executive Order 13556, or any successor order; and the regulations governing CUI, currently codified at 32 CFR 2002 et seq. CUI may include, but is not limited to, information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, including information covered by 18 USC Sections 1905 and 1906, or the proprietary interests of national banks or their customers 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. As used in this Agreement, confidential information means information that has been defined as confidential pursuant to the Bureau's regulations, currently codified at 12 CFR 1070.2, and as may be amended. This may include, but is not limited to, information that is proprietary or privileged or contains personally identifiable information (PII). In accordance with 12 CFR 1070.41(b), I certify that I will treat such confidential information in accordance with CFPB rules at 12 CFR Part 1070 et seq., Federal laws and regulations that apply to Federal agencies for the protection of the confidentiality of personally identifiable information and for data security and integrity, as well as any additional conditions or limitations that the Bureau may impose.
4. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of work performed 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 Bureau has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include CUI and/or confidential information provided to the Bureau by other Agencies of the United States Government.
5. I will never divulge any CUI and/or confidential information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Bureau that the individual is authorized to receive it. Should I desire to make use of any CUI and/or confidential information, I will do so in accordance with paragraph 7 of this Agreement. I will not use any CUI or confidential information for any purpose other than what has been specifically authorized under the terms of the contract;; for any proposed disclosure or use other than as authorized under this contract, I agree that I must seek and obtain the prior written approval of the Bureau, including, where required by 12 CFR 1070.47, from the General Counsel or their

delegee. Additionally, I will submit to the Bureau for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this contract in order for the Bureau to ensure that no SBU/CUI is disclosed.

6. 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 SBUI/CUI not consistent with the terms of this Agreement.

7. If I am permitted, at the sole discretion of the Bureau, to review any official documents containing CUI and/or confidential information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. Except as specifically authorized under this contract, 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 Bureau, to be placed in secure storage unless it is determined by the Bureau officials that the notes contain no CUI and/or confidential information. If I wish to have the notes released to me, Bureau officials will review the notes for the purposes of deleting any CUI and/or confidential information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the Bureau.

8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of CUI and/or confidential information could compromise the security of the Bureau.

9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to CUI and/or confidential information. This may serve as a basis for denying me conditional access to CUI and/or confidential information in the future. If I violate the terms and conditions of this Agreement, the United States may consider instituting any actions to which it is entitled under law. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.

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

11. 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.

12. 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.

13. 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 CUI and/or confidential information to which I have been given conditional access under the terms of this Agreement.

14. 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; or (4) any other whistleblower protection, to include, but not limited to, 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 Whistleblower Protection Enhancement

Act of 2012 at 5 USC 101 note; The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, and statutory provisions are incorporated into this Agreement and are controlling.

15. This Agreement also incorporates the Bureau's confidentiality rules at 12 C.F.R. 1070.40 et seq; The Privacy Act of 1974, 5 U.S.C. 552a, establishing a Code of Fair Information Practice (governing the collection, maintenance, use and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies); the Intelligence Identities Protection Act of 1982, 50 USC 421 et seq. (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by these statutory and regulatory provisions are incorporated into this Agreement and are controlling.

16. 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.

17. 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 Bureau of Consumer Financial Protection as a condition precedent to having access to sensitive but unclassified or controlled unclassified information.

Name (Print) and Title
(Contracting Officer's Representative)

Date

Signature