

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

01

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

CFP

7. ADMINISTERED BY (If other than Item 6)

CODE

CFPB

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

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

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

EXPERIAN INFORMATION SOLUTION INC-1
475 ANTON BLVD
COSTA MESA CA 92626-7037

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
CFP-13-C-00003

10B. DATED (SEE ITEM 13)

01/18/2013

CODE 786014225

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$6,250.00

See Schedule

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Bilateral, FAR 43.103

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

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

Experian Auto Loan Data

1. This modification adds CLIN 0005, CFPB Custom Data Delivery, in exchange for a one-time increase to the contract in the amount of \$6,260. (Note: The fee for the inclusion of lender-dealer risk details is waived.)

2. As a result of the addition of CLIN 0005, the total value of the contract is increased

By: \$6,250

Fm: \$306,400

To: \$312,650.

Continued ...

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

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

(b)(6)

SENIOR CONTRACTS MANAGER

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

ELIE STOWE

(b)(6)

15C. DATE SIGNED

SEPT 13, 2013

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
EXPERIAN INFORMATION SOLUTION INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>3. The COR is changed to:</p> <p>Maureen Downes, who may be reached at Maureen.Downes@cfpb.gov.</p> <p>Ms. Frattaroli is now the Alternate COR.</p> <p>4. Contractor Statement of Release. The modification agreed to herein is complete and equitable adjustment for the changes identified in this document. The Contractor hereby releases the Government from any and all liability under this contract for further adjustments attributable to the facts of circumstances giving rise to this modification.</p> <p>Delivery: 1 Days After Award Delivery Location Code: SEE HEREIN - CFP SEE HEREIN - CFP SEE HEREIN US</p> <p>Accounting Info: CFP5577DEXXXXXX-2013-61000001-260103-CFP4050000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX FOB: Destination</p> <p>Add Item 0005 as follows:</p> <p>CFPB Custom Data Delivery.</p> <p>Task: Format .csv file according to CFPB specifications (to be provided by COR).</p> <p>Method of delivery: Upload to SFTP server maintained by the contractor (which will be accessed by the CFPB).</p> <p>Redundancy: Contingency plan for cases of data delivery failure.</p> <p>Filename: Unique filename for each delivery.</p> <p>Delivery Notification: Automated electronic notification that delivery has been completed successfully (ex. email).</p> <p>NOTE TO PAYMENT OFFICE: Continued ...</p>				6,250.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-40500-13-0001		PAGE OF 1 21	
2. CONTRACT NO. CFP-13-C-00003		3. AWARD/ EFFECTIVE DATE 31 JAN 2013		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELIE STOWE		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 813920 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17. CONTRACTOR/ OFFEROR CODE 786014225 FACILITY CODE EXPERIAN INFORMATION SOLUTION INC-1 475 ANTON BLVD COSTA MESA CA 92626-7037	
18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO. 0001		20. SCHEDULE OF SUPPLIES/SERVICES Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2013-61000001-260103-CFP4050000000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX-XXXX-XX XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 02/01/2013 to 01/31/2014 (b)(4) Application Data for the Marketing Areas selected as provided by Experian to Client during the Term of this Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		(b)(4) MO		(b)(4)		114,000.00	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$306,400.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
ELIE STOWE				ELIE STOWE		31 JAN 2013	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Agreement. 150 user IDs. Advance Payment is authorized. Obligated Amount: \$114,000.00				
0002	(b)(4) (b)(4) is available online with reporting periods beginning with January 2007 data. (b)(4) is available online with reporting periods beginning with August 2007 data. (b)(4) are available online with reporting periods beginning with January 2008 data. Advance Payment is authorized. Obligated Amount: \$78,000.00	(b)(4)	MO	(b)(4)	78,000.00
0003	(b)(4) Available online with reporting periods beginning with July 2010 data. Advance Payment is authorized. Obligated Amount: \$38,400.00 Continued ...	(b)(4)	MO	(b)(4)	38,400.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

CFP-13-C-00003

PAGE OF

3

21

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTION INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<div>(b)(4)</div> <div>Historical Data beginning with the December 2011 reporting period.</div> <div>Advance Payment is authorized. Obligated Amount: \$76,000.00</div> <div>The total amount of award: \$306,400.00. The obligation for this award is shown in box 26.</div>	(b)(4)	EA	(b)(4)	76,000.00

TABLE OF CONTENTS

SECTION B, SF1449, CONTINUATION PAGES

SECTION C, CONTRACT CLAUSES

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES AND
EXECUTIVE ORDERS (JUL 2012)

FAR 52.213-2, INVOICES

SECTION D, CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS

1.0 CONTRACTING OFFICER

2.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY

3.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

4.0 TRANSPARENCY

EXPERIAN TERMS AND CONDITIONS

SECTION C - CONTRACT CLAUSES

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

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

- (1) FAR 52.203-3, Gratuities (APR 1984)
- (2) FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
- (3) FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- (4) FAR 52.212-4, Contract Terms and Conditions – Commercial Items (FEB 2012)
- (5) FAR 52.222-40, Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
- (6) FAR 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (7) FAR 52.227-14, Rights in Data - General
- (8) FAR 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (9) FAR 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with its Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- ___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (7) [Reserved]
- ___ (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 - ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14) ___ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post-Award Small-Business Program Re-representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(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.)
- ___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (31) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (October 2009) (E.O. 13513)
- ___ (32) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

- ___ (33) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (34) 52.225-5, Trade Agreements (JUNE 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (35) 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).
- ___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (39) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___X (42) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (43) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (44) ___(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

FAR 52.213-2, INVOICES (Apr 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment. (End of Clause)

NOTE TO PAYMENT OFFICE: ADVANCE PAYMENTS ARE AUTHORIZED.

1.0 CONTRACTING OFFICER

- 1.1 The name of the Contracting Officer for this contract is annotated on the front of the obligating document (in this case, the SF1449).
- 1.2 The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

2.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION AND AUTHORITY

- 2.1 The contracting officer's representative is:

Sarita Frattaroli, who can be reached at Sarita.Frattaroli@cfpb.gov

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

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

- Constitutes a change of assignment or additional work outside the specification(s);
- Constitutes a change as defined in the clause entitled "Changes";
- In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- Changes any of the terms, conditions, or specification(s)/work statement of the

contract;

- Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- Directs, supervises or otherwise controls the actions of the contractor's employees.

2.4 Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

2.5 The contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR, or his/her designee, falls within the limitations in subparagraph 2.3 herein, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

2.6 Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

3.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

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

3.5 Overpayments.

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

001

See Block 16C

6. ISSUED BY

CODE

CFP

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

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

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

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

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

CFP-13-D-00007

0001

10B. DATED (SEE ITEM 13)

09/27/2013

CODE 008642530

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

The purpose of this bilateral modification is (1) to change the dates of delivery of all three deliverables from October 31, 2013 to 4 weeks after Experian receives matching criteria; and (2) to extend the period of performance from October 31, 2013 to March 31, 2014 at no additional cost to the government.

All other terms and conditions remain the same.

Pages 2-3 are deleted and replaced with the attached pages 2-3.

Period of Performance: 09/27/2013 to 03/31/2014

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

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

(b)(6)

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

VANESSA DEL TORO

15C. DATE SIGNED

10/24/2013

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of Contracting Officer)

STANDARD FORM 30 (REV 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

by the third party to draw the sample or any information included in the individual credit records that might be personally identifying).

3.1.2 The matching ID will be used by the CFPB to match the consumer credit records to any additional depersonalized information that may be supplied directly by the third parties to the CFPB about the consumer.

3.1.3 Credit records should be supplied for the end of each calendar quarter for 2010, 2011, and 2012 (total of 12 archive periods). The CFPB will require this initial panel by October 31, 2013.

3.2 The vendor shall also provide the following supplementary information per record supplied per archive period as described in section 3.1:

(b)(4)

3.3

(b)(4)

Please see the IDIQ agreement CFP-13-D-00007 for requirements pertaining to:

- Data characteristics;
- Matching; and
- Quality control.

4.0 DELIVERABLES. The Vendor's work product related to this Task Order belongs to the CFPB. The Vendor shall ensure any such deliverables are clear, concise, technically accurate, well-organized, properly referenced, and complete by the appropriate due dates, indicated within Table 1.

4.1 Table 1, Schedule of Deliverables

Deliverable	Dates of Delivery
Credit records of each sample customer and corresponding matching ID (may be disaggregated into separate files for each supplier of matching information)	4 weeks after Experian receives final matching criteria and all input records
Meta data explaining file layouts	
Data dictionary	

5.0 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for Task Order 001 will be from date of award through March 31, 2014.

6.0 PLACE OF PERFORMANCE. The work to be performed under this contract will be performed at contractor facilities.

7.0 TYPE OF TASK ORDER. Task Order 001 will be a firm fixed price task order.

8.0 SECURITY/CONFIDENTIALITY:

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

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

8.3 The Contractor will be required to execute a non-disclosure agreement in the form set forth in Attachment 1 at the time of award.

9.0 DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this order. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

10.0 ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under the contract may receive or have access to or participate in the

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE CFP		7. ADMINISTERED BY (If other than Item 6) CODE CFPB	
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. CFP-13-D-00007 0001			
		10B. DATED (SEE ITEM 13) 09/27/2013			
CODE 008642530		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

The purpose of this bilateral modification is to extend the period of performance from March 31, 2014 to September 30, 2014 at no additional cost to the government.

All other terms and conditions remain the same.

Page 3 is deleted and replaced with the attached page 3.

Period of Performance: 09/27/2013 to 09/30/2014

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

(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VANESSA DEL TORO
(b)(6)	15C. DATE SIGNED MAR 27, 2014
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

Previous edition unusable

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

5.0 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for Task Order 001 will be from date of award through September 30, 2014.

6.0 PLACE OF PERFORMANCE. The work to be performed under this contract will be performed at contractor facilities.

7.0 TYPE OF TASK ORDER. Task Order 001 will be a firm fixed price task order.

8.0 SECURITY/CONFIDENTIALITY:

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

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

8.3 The Contractor will be required to execute a non-disclosure agreement in the form set forth in Attachment 1 at the time of award.

9.0 DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this order. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

10.0 ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under the contract may receive or have access to or participate in the

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER CFP-40700-13-0004		PAGE OF 1 16	
2. CONTRACT NO. CFP-13-D-00007		3. AWARD/ EFFECTIVE DATE 09/27/2013		4. ORDER NUMBER 0001		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AUBREY BRICK		b. TELEPHONE NUMBER <small>(No collect calls)</small>		6. SOLICITATION ISSUE DATE	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 561450 SIZE STANDARD: \$14.0 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFP 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		16. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB	
17a. CONTRACTOR/ OFFEROR EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 008642530 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		CODE ARC/ASD/CFP	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Task Order 0001 for the Initial Consumer Credit Information Panel for CFPB Accounting Info: CFP5577DEXXXXXX-2013-61000001-251002-CFP4070000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX Period of Performance: 09/27/2013 to 10/31/2014 Initial Consumer Credit Information Panel. As stated on Section 2.0, the Fixed Price represents Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						96,544.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$96,544.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT. REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
(b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30c. DATE SIGNED 9/27/2013				31b. NAME OF CONTRACTING OFFICER (Type or print) VANESSA DEL TORO		31c. DATE SIGNED 9/27/2013	

SENIOR CONTRACT MANAGER
AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>a Not-To-Exceed amount if all 240,000 records are matched. Vendor will only charge for matched records for the demographic, FICO score and Vantage score data fields.</p> <p>The total amount of award: \$96,544.00. The obligation for this award is shown in box 26.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

TASK ORDER 0001

Initial Consumer Credit Information Panel

- 1.0 OBJECTIVE.** This requirement consists of a single firm fixed-unit price Task Order to acquire credit records to assist the Office of Deposits, Collections & Credit Reporting within the Consumer Financial Protection Bureau (CFPB).
- 2.0 NOT-TO-EXCEED FIXED PRICE.** The total Not-to-Exceed (NTE) cost of Task Order 0001 is \$96,544.00, as set forth below, if all records are matched. Experian will only charge for matched records for the demographic data fields and the FICO and Vantage scores.

(b)(4)	

3.0 STATEMENT OF WORK

The initial panel shall be comprised of credit records for a sample of specified consumers. The CFPB shall arrange for up to nine (9) third parties to supply to the Contractor the names and other personally identifying information on a total of approximately two hundred and forty hundred thousand (240,000) consumers for matching, scoring and appending.

- 3.1 The vendor shall supply a unique ID for each individual in the sample that can be used for matching purposes.
 - 3.1.1 The Contractor shall provide the CFPB with the credit records of each sample consumer and the corresponding matching ID without any personally identifying information (including personally identifying information supplied

by the third party to draw the sample or any information included in the individual credit records that might be personally identifying).

3.1.2 The matching ID will be used by the CFPB to match the consumer credit records to any additional depersonalized information that may be supplied directly by the third parties to the CFPB about the consumer.

3.1.3 Credit records should be supplied for the end of each calendar quarter for 2010, 2011, and 2012 (total of 12 archive periods). The CFPB will require this initial panel by October 31, 2013.

3.2

(b)(4)

3.3

Please see the IDIQ agreement CFP-13-D-00007 for requirements pertaining to:

- Data characteristics;
- Matching; and
- Quality control.

4.0 DELIVERABLES. The Vendor's work product related to this Task Order belongs to the CFPB. The Vendor shall ensure any such deliverables are clear, concise, technically accurate, well-organized, properly referenced, and complete by the appropriate due dates, indicated within Table 1.

4.1 Table 1, Schedule of Deliverables

Deliverable	Dates of Delivery
Credit records of each sample customer and corresponding matching ID (may be disaggregated into separate files for each supplier of matching information)	October 31, 2013
Meta data explaining file layouts	October 31, 2013
Data dictionary	October 31, 2013

5.0 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for Task Order 001 will be from date of award through October 31, 2013.

6.0 PLACE OF PERFORMANCE. The work to be performed under this contract will be performed at contractor facilities.

7.0 TYPE OF TASK ORDER. Task Order 001 will be a firm fixed price task order.

8.0 SECURITY/CONFIDENTIALITY:

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

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

8.3 The Contractor will be required to execute a non-disclosure agreement in the form set forth in Attachment 1 at the time of award.

9.0 DATA RIGHTS. The Government has unlimited rights to all documents/material produced under this order. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

10.0 ORGANIZATIONAL CONFLICT OF INTEREST. Contractor and subcontractor personnel performing work under the contract may receive or have access to or participate in the

development of proprietary information. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual, potential or apparent OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

11.0 AUTHORITY - CONTRACTING OFFICER. The Contracting Officer for the Task Order will be Ms. Vanessa del Toro (Vanessa.deltoro@cfpb.gov). The Contracting Officer, in accordance with Part 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the Task Order, and notwithstanding any clauses contained elsewhere in the Task Order, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Task Order price to cover any increase in cost incurred as a result thereof.

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

12.1 The COR for this Task Order is:

Mr. Tom Schumacher
Consumer Financial Protection Bureau
1700 G Street, NW, 2W-030
Washington, DC 20552
Thomas.Schumacher@cfpb.gov
202-435-9628

12.2 Performance of work under this Task Order is subject to the technical direction of the COR, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Vendor 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 are accomplished satisfactorily.

12.3 Technical direction may be oral or in writing, and must be within the scope of the Task

Order. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:

- Constitutes a change of assignment or additional work outside the specification(s);
- Constitutes a change as defined in the clause entitled “Changes”;
- Causes a change the Task Order price, or the time required for performance;
- Changes any of the terms, conditions, or requirements of the Task Order;
- Interferes with the Vendor’s right to perform under the terms and conditions of the Task Order; or
- Directs, supervises or otherwise controls the actions of the Vendor’s employees.

12.4 The Vendor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Vendor, any direction of the COR, or his/her designee, falls within the limitations of this clause, the Vendor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

12.5 Failure of the Vendor and the CO to agree that technical direction is within the scope of the Call shall be subject to the terms of the clause entitled “Disputes.”

13.0 VENDOR POINT-OF-CONTACT (POC). The Vendor shall provide a POC with authority to make technical, hiring and dismissal decisions, or special arrangement for Task Orders issued hereunder. The POC shall be responsible for the overall management and coordination of the Call and shall act as the central POC with the CFPB. The POC shall have full authority to act for the Vendor in the performance of the required services. The POC, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The POC or designated representative shall respond within four hours after notification of the existence of a problem. The Vendor’s designated Point of Contact (POC) is:

Name	(b)(6)	
Office No		
Mobile No		
Fax No		
E-Mail Address		

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

14.1 CONTRACTOR PERSONNEL SECURITY - PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

14.1.1 All contractor personnel or any representative of the contractor entering any government facility or government-leased facility shall abide by all security regulations and be subject to security checks. At a minimum, personnel security clearance is required for all contractor personnel (includes subcontractor personnel) who are:

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

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

14.1.3 During the performance of the contract, access to the CFPB facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any CFPB facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the contractor to provide this corporate identification. All on-

site contractor personnel shall abide by security regulations applicable to that site.

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

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

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

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

1. Completed fingerprint cards

2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

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

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

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

15.0 FAR 52.232-39, Unenforceability of Unauthorized Obligations (June 2013)

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

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

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

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

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

NON-DISCLOSURE AGREEMENT

Initial Consumer Credit Information Panel
CFP-13-D-00007, Task Order 0001

**Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing advertising and integrated marketing services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to receive it.

- Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
 6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
 7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
 8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
 9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
 10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 128, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

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

Name (Print)

Date

Signature

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

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER		PAGE OF 1 43	
2. CONTRACT NO. CFP-13-D-00007		3. AWARD/ EFFECTIVE DATE 09/17/2013		4. ORDER NUMBER		5. SOLICITATION NUMBER CFP-13-R-00007	
						6. SOLICITATION ISSUE DATE 07/29/2013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AUBREY BRICK		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFP		10. THIS ACQUISITION IS <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: 561450 SIZE STANDARD: \$14.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE CFPB	
				CONSUMER FINAN PROTECTION BUREA OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
17a. CONTRACTOR/ OFFEROR		CODE 008642530		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036						CODE ARC/ASD/CFP ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	IDIQ Award for Series of Specified Consumer Credit Information Panels for CFPB Credit Card Vendor: NO Period of Performance: 09/17/2013 to 09/16/2018						
0001	Base Year						0.00
0002	Option Year 1						0.00
0003	Option Year 2 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						0.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS			
(b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Vanessa del Toro			
				DATE SIGNED SEP 17, 2013		31b. NAME OF CONTRACTING OFFICER (Type or print) VANESSA DEL TORO	
				31c. DATE SIGNED 9/17/2013			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0004	Option Year 3				0.00
0005	Option Year 4				0.00
The total amount of award: \$0.00. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

TABLE OF CONTENTS

SECTION ONE: SCHEDULE OF SUPPLIES OR SERVICES, AND PRICES

- 1.0 General
- 2.0 Pricing and Pricing Tables
- 3.0 Minimum Contract Value
- 4.0 Maximum Contract Value
- 5.0 Contract Type
- 6.0 Electronic Invoicing and Payment Requirements
- 7.0 Payment Schedule

SECTION TWO: STATEMENT OF REQUIREMENTS

- 1.0 Scope
- 2.0 Language Requirements

SECTION THREE: TERMS AND CONDITIONS

- 1.0 Ordering Period
- 2.0 Place of Performance
- 3.0 Deliverables
- 4.0 Marking
- 5.0 Task Orders
- 6.0 Travel and Per Diem
- 7.0 Inspection and Acceptance
- 8.0 Authority – Contracting Officer
- 9.0 Contracting Officer’s Representative (COR) Designation and Authority
- 10.0 Contractor Point-of-Contact
- 11.0 Security and Confidentiality
- 12.0 Prohibition Against the Use of Federal Employees
- 13.0 Cooperating with Other Organizations
- 14.0 Public Release of Contract
- 15.0 Preservation of, and Access to, Contract Records
- 16.0 Information Technology Virus Security
- 17.0 Universal Access and Design

- 18.0 Data Rights
- 19.0 Organizational Conflict of Interest
- 20.0 Inspection of Books and Records
- 21.0 Service/Product Use Provisions

Contract Clauses

- 22.0 Clauses incorporated by reference
- 23.0 Clauses incorporated by full text

ATTACHMENTS

- 1: Pricing Tables
- 2: Service/Product Use Provisions
- 3: Non-Disclosure Agreement

SECTION ONE- SCHEDULE OF SUPPLIES SERVICES AND PRICES

1.0 GENERAL

From time to time, the CFPB will need to acquire information about specific consumer populations and their experiences with credit that are of interest for policymaking, supervision, or research purposes. The CFPB seeks to establish one or more contract(s) for acquiring, on an ad hoc basis, samples of consumer credit record information for these specific consumer populations.

The data supplied by the Contractor(s) to the CFPB for each individual in the selected sample shall be determined by the CFPB on a case-by-case basis. In some cases, credit records for the sample may be required for only a single point in time (a “cross section”), such as credit records for all consumers in the sample on June 30, 2003. In other cases, credit records may be required from multiple points in time (a “panel”), such as credit records for each consumer in the sample at the end of each quarter from 2010 to 2012.

2.0 PRICING AND EXTENDED PRICING TABLES

2.1 PRICING

The Pricing Tables shown within this Section provide the firm-fixed unit price rates for Contractor delivery of products, and performance of services under this contract. The prices and rates are inclusive of all direct- and indirect costs (including salaries; fringe benefits; overhead; and general and administrative expenses) and profit, and will be applicable for the duration of the term of the contract.

2.2 PRICING TABLES

Please see the Pricing Tables in Attachment 1 for the agreed upon fixed-unit contract pricing.

3.0 MINIMUM CONTRACT VALUE.

The minimum dollar value of this contract is \$2,000 during the life of the Contract. The exercise of an option year does not create entitlement to another guaranteed minimum dollar value.

4.0 MAXIMUM CONTRACT VALUE.

The maximum contract value is \$495,000 total. The exercise of an option period does not create entitlement to increase the maximum contract value.

5.0 CONTRACT TYPE

This is an IDIQ contract under which fixed-unit price Task Orders may be issued.

6.0 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

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

6.5 Overpayments.

- 6.5.1 If the Vendor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Vendor's account for the amount of the check. The debit from the Vendor's account will usually occur within twenty-four hours and will be shown on the regular account statement.
- 6.5.2 The Vendor will not receive the original check back. The Government will destroy the Vendor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Vendor authorizes the Government to process the copy in place of the original check.

7.0 PAYMENT SCHEDULE

Payment for services under any Task Order may be requested after deliverable completion and acceptance.

SECTION TWO – SECTION OF REQUIREMENTS

1.0 SCOPE

The scope of services under this IDIQ includes:

1.1 Sample Drawing

Samples are to be drawn in one of two ways. First, if the consumer population of interest can be identified solely through credit record information, the CFPB seeks to acquire random samples of anonymous credit records for people in these populations. For example, the CFPB might wish to acquire random samples of consumers with delinquent mortgages, of consumers who have recently taken out new automobile loans, or of consumers who have just begun payments on their student loans. In such cases, the sample will be selected so as to be representative of the broader consumer population of interest (e.g., of all consumers with delinquent mortgages), with sufficient protections in place that no Personally-Identifying Information (PII) is made available to the CFPB.

Second, if the population of interest can only be identified using third-party information, the sample will be constructed based on this information. For example, the CFPB has need for information on consumers who use certain types of deposit or other nontraditional credit services. Since these populations cannot be identified from credit bureau data alone, a third-party designated by the CFPB and with whom the CFPB has a contractual or supervisory relationship (or the third-party's agent if the third-party wishes to remain anonymous) will supply to the credit bureau PII on the population (or a sample thereof) of interest. The Contractor(s) will use this PII to pull the credit records of these consumers which shall be supplied to the CFPB *without any of the Personally Identifiable Information*. Moreover, the CFPB shall not receive any PII on this sample from the third-party (or its agent) to ensure that the sample of individuals remain anonymous.

1.2 Data Characteristics

- 1.2.1 The Contractor(s) shall supply the full credit record for each individual in the sample, where available, for each time period requested. The credit records shall include information on each tradeline, public record, collection account, credit-related inquiry, or other piece of information available.
- 1.2.2 The credit records that the Contractor(s) provides to the CFPB shall be stripped of any PII for each individual in the sample.
- 1.2.3 The credit records that the Contractor(s) provides to the CFPB shall not identify the furnisher/creditor of particular tradelines or collection accounts. The Contractor(s)

shall, however, provide a means to identify which tradelines and collection accounts were reported by the same furnisher across consumer credit records.

- 1.2.4 The Contractor(s) shall provide a list of all data fields to be included in all credit records that the Contractor(s) shall provide to the CFPB. This list should specify which summary measures, attributes, or credit characteristics are available.
- 1.2.5 As available, the Contractor(s) shall provide credit scores for each credit record as requested and specified by the CFPB.
- 1.2.6 The Contractor(s) shall have the capability of including non-Personally-Identifying Information about any joint borrowers, co-signers, and authorized users that share accounts with consumers in the sample.

1.3 Matching

- 1.3.1 When requested by the CFPB and permitted by federal law, the Contractor(s) shall work with third parties designated by the CFPB and with whom the CFPB has a contractual or supervisory relationship to match the supplied consumer credit records to supplementary data sources. In all cases, the process followed to match credit records to alternative data shall be decided by mutual agreement between the Contractor(s), the CFPB, and any designated third parties, and in all cases, shall comply with federal law and protect the confidential information of consumers in the sample.
- 1.3.2 The Contractor(s) shall provide a list of any supplementary information, such as proprietary scores or non-identifying demographic data, that the Contractor(s) can append to the supplied credit records when requested by the CFPB. Prices provided by the Contractor(s) for the two panels described herein and for any subsequent credit record samples shall include the prices for this supplemental information.

1.4 Quality Control

- 1.4.1 When the CFPB requests random samples of credit records at multiple periods of time, the Contractor(s) shall be able to maintain representativeness of the panel over time, as requested, with respect to the specific consumer population of interest. The Contractor(s) shall develop, in consultation with the CFPB a methodology for periodically testing the representativeness of the panel.
- 1.4.2 The Contractor(s) shall describe expected performance in tracking panel participants over time (i.e., percentage of files lost for reasons other than death). The Quality Control Plan shall be limited to three (3) pages.

2.0 LANGUAGE REQUIREMENTS

Contractor personnel assigned to perform tasks under the IDIQ must be able to read, write, speak, and understand the English language.

SECTION THREE - TERMS AND CONDITIONS

1.0 ORDERING PERIOD

The Ordering Period under which Task Orders may be issued against this contract shall be a base period of twelve (12) months, beginning the date of award, with four (4) one-year option periods.

2.0 PLACE OF PERFORMANCE

Work shall be performed at the Contractor(s)' facilities, unless otherwise specified in a Task Order.

3.0 DELIVERABLES

In all cases the deliverables shall be provided to the COR designated in the task order. The COR will review deliverables, including updates, usually within five (5) business days of receipt. The Contractor(s) must obtain acknowledgement from the COR, or his/her designee, that the deliverable has been reviewed and determined acceptable for a deliverable to be considered accepted. For purposes of the delivery schedule, the terms "day" and "days" shall mean calendar days, unless otherwise noted.

4.0 MARKING

All information submitted to the Contracting Officer (CO) and/or the COR shall clearly indicate the IDIQ and Task Order number for which the information is being submitted. Additionally, all documents submitted and reports produced by the Contractor(s) shall be suitably marked to indicate and appropriately disclose Contractor participation.

5.0 TASK ORDERS

Any work to be performed under the IDIQ will commence with the issuance of a Task Order as requirements within the scope of this SOW arise. This process will commence with a Request for a Task Order Proposal (RTOP) submitted via e-mail to the Contractor(s) by the Contracting

Officer. The request will specifically identify the CFPB requirements for that portion of the Project in a Statement of Work, identify the applicable deadline including a detailed schedule if one exists, and state the date on which CFPB needs to receive a Task Order proposal from the Contractor(s) for the given requirement. The Contractor(s) must submit a response to the Contracting Officer or the appropriate Contract Specialist by the due date set in the RTOP. Upon submission of a Task Order proposal by the Contractor(s), CFPB will evaluate the proposal to ensure that all CFPB requirements have been met and that the price proposed is reasonable in consideration of the work to be performed. Task Orders will be in writing and will be issued by the Contracting Officer to include a Statement of Work that describes CFPB's requirement(s).

The Government will evaluate the response(s) to the Task Order to ensure the requirements have been met and the proposed unit prices are in accordance with the IDIQ Pricing Tables. If multiple IDIQs are awarded, the Government will determine the response that represents the best value, considering price and non-price factors. The lowest-priced, technically acceptable Offeror will be awarded the Task Order, unless specified otherwise in the Request for Task Order Proposal.

6.0 TRAVEL AND PER DIEM

There is no travel expected under the resulting contract.

7.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed shall be by the COR. Deliverables shall be reviewed for accuracy, clarity, completeness, and timeliness within ten working days after receipt unless specified differently elsewhere in the applicable Task Order. The CFPB will provide any concerns and comments to the Contractor(s), who shall ensure completion of each deliverable in a manner acceptable to the COR within five working days of such CFPB notice. The Contractor(s) shall deliver all copies of completed deliverables to the COR.

8.0 AUTHORITY - CONTRACTING OFFICER

The Contracting Officer for the Agreement and any Task Order issued thereunder is:

Ms. Vanessa del Toro
Vanessa.deltoro@cfpb.gov
(202) 435-7798

The Contracting Officer, in accordance with Part 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the Task Order(s), and notwithstanding any clauses contained elsewhere in the Task Order(s), the said authority remains solely with the Contracting Officer. In the event the Contractor(s) makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Task Order price to cover any increase in cost incurred as a result thereof.

9.0 CONTRACTING OFFICER REPRESENTATIVE INFORMATION

- (a) The Contracting Officer's Representative ("COR" or "designated Project Manager") will be set forth in each Task Order.
- (b) Performance of work under this IDIQ must be subject to the technical direction of the COR identified in each task order, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the SOW are accomplished satisfactorily.
- (c) Technical direction must be within the scope of work. The COR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the specification(s);
 - (2) Constitutes a change as defined in the clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the Task Order pricing, or the time required for Task Order performance;
 - (4) Changes any of the terms, conditions, or SOW of the IDIQ;
 - (5) Interferes with the Contractor's right to perform under the terms and conditions of the IDIQ; or
 - (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

- (d) Technical direction may be oral or in writing. The COR may confirm oral direction in writing, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer.
- (f) The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this IDIQ, and notwithstanding any clauses contained elsewhere in this IDIQ, 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 IDIQ price to cover any increase in cost incurred as a result thereof.
- (g) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of Federal Acquisition Regulation (FAR) Clause 52.212-4(d), "Disputes."

10.0 CONTRACTOR POINT-OF-CONTACT (POC). The POC shall be responsible for the overall management and coordination of the IDIQ and shall act as the central POC with the CFPB. The POC shall have full authority to act for the Contractor(s) in the performance of the required services. The POC, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The POC or designated representative shall respond within four hours after notification of the existence of a problem. The Contractor(s)'s designated Point of Contact (POC) is:

Name	(b)(6)	
Office No		
E-Mail Address		

11.0 SECURITY AND CONFIDENTIALITY

The Contractor recognizes that, in performing a task order contract, the Contractor may obtain access to non-public confidential information, PII, or proprietary information. Except as permitted by the Scope of Work the Contractor agrees that it, its employees, its subcontractors, and its subcontract employees will not disclose to any third party, or otherwise use, any information it obtains or prepares in the course of performance of this agreement for any purpose other than to perform work under the contract without first receiving written permission from the CFPB. Information acquired by the Contractor pursuant to the performance of the contract shall not be disclosed by the Contractor to others outside the approved Contractor team members and the oversight staff without prior approval by the COR.

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

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

11.1 CONTRACTOR PERSONNEL SECURITY

11.1.1 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

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

At a minimum, personnel security clearance is required for all contractor personnel

(includes subcontractor personnel) who are:

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

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

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

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

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

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

must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

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

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85-P, "Questionnaire for Public Trust Positions"

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

1. Completed fingerprint cards
2. Non-disclosure Agreement
3. Fair Credit Reporting Act Release
4. SF 85P

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

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

The contractor may be requested to sign a non-disclosure agreement regarding all deliverables and other pertinent information relative to this requirement. All

information provided by the government shall be returned to the government at the conclusion of the contract. In addition the contractor must have provided the personnel associated with the contract, all security and privacy awareness training and all other requirements contained in the FISMA regulations, NIST guidelines and all other public law which shall include those requirements of the Federal Acquisition Regulation (FAR). Classified information will NOT be made available to the contractor.

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

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

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

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

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

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

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

12.0 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES

Contracts are not to be awarded to government employees or a business concern or other organization owned or substantially owned or controlled by one or more government employees. For the purposes of the IDIQ(s), the Contractor is prohibited from using government employees in any work performed by the Contractor(s) or any of its employees, subcontractors, or consultants.

13.0 COOPERATING WITH OTHER ORGANIZATIONS

The Contractor(s) agrees to cooperate with representatives of other contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations, as may be required by the CFPB.

14.0 PUBLIC RELEASE OF CONTRACT

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

15.0 PRESERVATION OF, AND ACCESS TO, CONTRACT RECORDS

- (a) For the purposes of this clause --

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

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

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

- (1) Computers (mainframe, desktop, and laptop);
- (2) Network servers, including shared and personal drives;
- (3) Individual e-mail accounts of the Contractor’s and any subcontractors’ principals, officers, and employees including all folders contained in each email account such as “Inbox,” “Outbox,” “Drafts,” “Sent,” “Trash,” “Archive,” and any other folders;
- (4) Personal data assistants (PDAs);
- (5) External data storage devices including portable devices (*e.g.*, flash drive); and
- (6) Data storage media (magnetic, *e.g.*, tape; optical, *e.g.*, compact disk; microfilm; etc.).

“Tangible materials” means contract records that exist in a physical (*i.e.*, non-

electronic) state.

- (b) If during the period of performance of this contract, the CFPB becomes or anticipates becoming a party to any litigation concerning matters related to records maintained or generated by the Contractor in the performance of this contract, the contracting officer may provide the Contractor with a written (either hardcopy or email) preservation hold and certification of compliance with preservation hold. Upon receipt of the hold, the Contractor shall immediately take the following actions:
- (1) Discontinue any alteration, overwriting, deletion, or destruction of all tangible materials and ESI;
 - (2) Preserve tangible materials and ESI. The Contractor shall preserve ESI in its “native” form to preserve metadata (*i.e.*, creation and modification history of a document);
 - (3) Identify all individuals who possess or may possess tangible materials and ESI related to this matter, including Contractor employees, subcontractors, and subcontractor employees. The Contractor shall provide the names of all such individuals via email to the CFPB official indicated in the notice;
 - (4) Document in writing the Contractor’s efforts to preserve tangible materials ESI. It may be useful to maintain a log documenting preservation efforts;
 - (5) Complete the certification of compliance with litigation hold upon receipt and return it to the identified contact person; and
 - (6) Upon the request of the contracting officer, provide to the contracting officer or other CFPB official designated by the contracting officer with any of the information described in this clause. The Contractor shall immediately confirm receipt of such request. The Contractor shall describe in detail any records that the Contractor knows or believes to be unavailable and provide a detailed explanation of why they are unavailable, and if known, their location.
- (c) (1) If any request for records pursuant to paragraph (b)(6) of this clause causes an increase in the estimated cost or price, or the time required for performance of any part of the work under this contract, or otherwise affects any other terms and conditions of this contract, the contracting officer shall make an equitable adjustment in any one or

more of the following and will modify the contract accordingly:

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

(2) The Contractor(s) shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the contracting officer's request made pursuant to paragraph (b)(6) of this clause. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon a request submitted before final payment of the contract.

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

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

16.0 INFORMATION TECHNOLOGY VIRUS SECURITY

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

16.2 The Contractor(s) shall include the following statement on deliveries of hardware, software, and data products, including CDs, DVDs, and thumb drives, made under this contract:

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

16.3 The Contracting Officer may assess monetary damages against the Contractor sufficient to compensate the CFPB for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from

the Contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on CDs, DVDs, and thumb drives under this contract.

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

17.0 UNIVERSAL ACCESS AND DESIGN

The contractor is responsible for ensuring that all Electronic and Information Technologies (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, and the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA. The contractor must have the ability and experience in determining 508 compliance of EIT including design specification, testing and verification, and remediation as required.

The Contractor(s) will be responsible for acquiring the necessary tools to perform accessibility and usability testing in multiple computing environments with a comprehensive selection of assistive technologies. The Contractor(s) shall be prepared to present a Government Product Accessibility Template (GPAT) for each EIT deliverable upon request. These findings must be presented in an accessible electronic format.

All EIT deliverables produced by the Contractor(s) shall be accessible and meet the criteria outlined in Section 508 of the Rehabilitation Act of 1973, as amended, and the Web Content Accessibility Guidelines 2.0 (WCAG 2.0) Level AA. EIT deliverables include but are not limited to: websites, mobile applications, webcasts, webinars, multimedia, social media, collaborative workspaces and tools, documents, PDFs, forms, and any training and related training materials. Print materials must be made available in an alternate accessible format when requested.

18.0 DATA RIGHTS

CFPB shall have a perpetual, non-exclusive, non-transferable license to use the delivered compilation of data (See FAR 52.227-14, RIGHTS IN DATA – GENERAL (DEC 2007) in Section 21, “Clauses Incorporated by Reference”).

19.0 ORGANIZATIONAL CONFLICT OF INTEREST

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

20.0 INSPECTION OF BOOKS AND RECORDS.

- 20.1 This clause is applicable to any Contract regardless of the amount or the manner into which it was entered.
- 20.2 The Contractor agrees that the Consumer Financial Protection Bureau (including its authorized representative and/or its Office of Inspector General) (collectively, "CFPB") shall, until expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.
- 20.3 The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this Contract as to which exception has been taken by the

CFPB, shall continue until such litigation, claims, or exceptions have been disposed of, and CFPB has specified in writing that exception is no longer being taken.

20.4 CFPB'S OFFICE OF THE INSPECTOR GENERAL (OIG)

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

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

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

21.0 SERVICE/PRODUCT USE PROVISIONS

Service/Product Use Provisions are contained in Attachment 2. Any inconsistency between the Service/Product Use Provisions and the contract document will be resolved in favor of the contract.

Contract Clauses

22.0 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> or <http://www.arnet.gov/far>.

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUL 2013)

FAR 52.227-14, RIGHTS IN DATA – GENERAL (DEC 2007)

FAR 52.232-1, PAYMENTS (APR 1984)

FAR 52.246-4, INSPECTION – INSPECTION OF SERVICES – FIXED-PRICE (AUG 1996)

23.0 CLAUSES INCOPORATED BY FULL TEXT

23.1 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (SEPT 2013)

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

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

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

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

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

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
(Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters
(Jul 2013) (41 U.S.C. 2313).

- ☒ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Jul 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- __ (21) 52.219-26, Small Disadvantaged Business Participation Program—
Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Nov 2011) (15 U.S.C. 657 f).
- _X_ (23) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- __ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small
Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- __ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns
Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012)
(E.O. 13126).
- _X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)
(29 U.S.C. 793).
- _X_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
(Dec 2010) (E.O. 13496).
- __ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989).
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other
types of commercial items as prescribed in 22.1803.)
- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated
Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of
commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the
acquisition of commercially available off-the-shelf items.)
- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ☐ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (Mar 2012) of 52.225-3.
- ☐ (iii) Alternate II (Mar 2012) of 52.225-3.
- ☐ (iv) Alternate III (Nov 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☒ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

23.2 52.216-18 – ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 17, 2013 through September 16, 2018.

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

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

23.3 52.216-19 - ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$200,000;
- (2) Any order for a combination of items in excess of \$495,000 ; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

23.4 52.216-22 - INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 16, 2018.

NON-DISCLOSURE AGREEMENT (NDA)

CFP-13-D-00007: *Series of Specified Consumer Credit Information Panels for the CFPB*

**Conditional Access to Sensitive But Unclassified or
Controlled Unclassified Information
Non-Disclosure Agreement**

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

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified or confidential unclassified information (SBU/CUI), the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, SBU/CUI is any information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing advertising and integrated marketing services under this Blanket Purchase Agreement (BPA). This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Consumer Financial Protection Bureau (CFPB) predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include SBU/CUI information provided to CFPB other agencies of the United States Government.
4. I will never divulge any SBU/CUI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by CFPB that the individual is authorized to

- receive it. Should I desire to make use of any SBU/CUI information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to CFPB for a security review, prior to any submissions for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this BPA in order for the CFPB to ensure that SBU/CUI is disclosed.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
 6. If I am permitted, at the sole discretion of the CFPB, to review any official documents containing SBU/CUI, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the CFPB, to be placed in secure storage unless it is determined by CFPB officials that the notes contain no SBU/CUI. If I wish to have the notes released to me, CFPB officials will review the notes for the purposes of deleting any SBU/CUI to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the CFPB.
 7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of SBU/CUI could compromise the security of the CFPB.
 8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to SBU/CUI. This may serve as a basis for denying me conditional access to CFPB information, both SBU/CUI in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
 9. Unless and until I am provided a written release by the CFPB from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my contract, and at all times thereafter.
 10. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any SBU/CUI to which I have been given conditional access under the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection, to include Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Privacy Act of 1974, 5 U.S.C. § 552a, Public Law No. 93-579, (Dec. 31, 1974) establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies; the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 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 controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.
14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

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

Name (Print)

Date

Signature

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

Vanessa del Toro

Contracting Officer

Consumer Financial Protection Bureau

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER CFP-40500-14-0001		PAGE OF 1 14	
2. CONTRACT NO. TFSACFP14C0006		3. AWARD/ EFFECTIVE DATE 01/30/2014		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACOB OBERLIN			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY		CODE FSA-SGANDEE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
Bureau of the Fiscal Service Division of Procurement Avery 5F 200 Third Street Attn: S. Gandee Parkersburg WV 26101				<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: 813920 SIZE STANDARD: \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 PROMPT PAY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE CFPB		16. ADMINISTERED BY		CODE FSA-PARKERSBURG	
CFPB Attn: Sarita Frattaroli 1700 G STREET, NW WASHINGTON DC 20552				Bureau of the Fiscal Service Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101			
17a. CONTRACTOR/ OFFEROR		CODE 786014225		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
EXPERIAN INFORMATION SOLUTION INC-1 475 ANTON BLVD COSTA MESA CA 92626-7037						ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV PARKERSBURG WV 26106-1328	
TELEPHONE NO. 301-943-9472							
<input type="checkbox"/> 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
	The purpose of this firm-fixed-price contract is to obtain the National AutoCount Data Solutions, on behalf of the Consumer Financial Protection Bureau (CFPB), for a 12-month base year and two 12-month option years. Vendor POC: (b)(6) Phone: (b)(6) Email: (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$241,200.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CAREY N. GROPP			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Gov't COR: Sarita Frattaroli Phone: 202-435-7465 Email: Sarita.Frattaroli@cfpb.gov</p> <p>Alternate Gov't COR: Maureen Downes Phone: 202-435-9249 Email: Maureen.Downes@cfpb.gov</p> <p>Payment Terms: Net 30 days from receipt and acceptance of a proper invoice.</p> <p>Terms, Conditions and Clauses are attached hereto and hereby incorporated.</p> <p>Accounting Info: CFP5577DEXXXXXX-2014-61000001-260103-CFP4050000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXX-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 02/01/2014 to 01/31/2017</p> <p>Base Year:</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px;">(b)(4)</div> <p>Continued ...</p>				241,200.00

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		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

TFSACFP14C0006

PAGE OF

3

14

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTION INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>month</p> <p>Total monthly cost = (b)(4)</p> <p>Annual costs = \$241,200.00</p> <p>Obligated Amount: \$241,200.00</p> <p>Period of Performance: 02/01/2014 to 01/31/2015</p>				
0002	<p>Option Year 1:</p> <p>(b)(4)</p>				0.00
	<p>Total monthly cost = (b)(4)</p> <p>Annual costs = \$241,200.00</p> <p>Amount: \$241,200.00 (Option Line Item)</p> <p>Period of Performance: 02/01/2015 to 01/31/2016</p>				
0003	<p>Option Year 2:</p> <p>(b)(4)</p>				0.00
	<p>Total monthly cost = (b)(4)</p> <p>Annual costs = \$249,000.00</p> <p>Amount: \$249,000.00 (Option Line Item)</p> <p>Period of Performance: 02/01/2016 to 01/31/2017</p> <p>After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@fiscal.treasury.gov. When sending an e-mail to this address, please include the contract number in the subject line of the e-mail.</p> <p>The total amount of award: \$731,400.00. The obligation for this award is shown in box 26.</p>				

TERMS, CONDITIONS AND CLAUSES

SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended.

In accordance with the above the contractor must ensure that all EIT that they provide either: (1) meets the technical provisions of the Section 508 Access Board Standards applicable to a given procurement (see below); or (2) uses designs or technologies as alternatives to those prescribed in the specified technical provisions, provided they result in substantially equivalent or greater access to and use of a product for people with disabilities.

The following standards have been determined to be applicable to this contract

- _____ 1194.21 Software applications and operating systems.
- _____ ✓ 1194.22 Web-based intranet and internet information and applications.
- _____ 1194.23 Telecommunications products.
- _____ 1194.24 Video and multimedia products.
- _____ 1194.25 Self-contained, closed products.
- _____ 1194.26 Desktop and portable computers.
- _____ 1194.31 Functional Performance Criteria
- _____ 1194.41 Information, Documentation and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The Contractor shall submit a completed Voluntary Product Accessibility Template (VPAT) for each EIT product they provide. By completing the VPAT the Contractor represents that the products comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the VPAT form. The Contractor shall indicate, for each line item, whether each product is compliant or noncompliant with the accessibility standards at 36 CFR 1194.

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

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

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2013)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes

payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment.*

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

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

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

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

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

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

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

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

- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) System for Award Management (SAM).

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2013)

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

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

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

(b) The Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS

The Contractor shall ensure the contract number (Block 2) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

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

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

(a) The COR(s) are named on the award form SF-1449. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

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

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

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

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

52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

CONTRACT TERM

The period of performance for this procurement is a Base Period of 12 months and two 12-month Option Periods.

PERFORMANCE EVALUATION

This contract is subject to a performance evaluation via The Contractor Performance Reporting System (CPARS) at www.cpars.csd.disa.mil. Following the end of each contract period and at contract completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

INSPECTION OF BOOKS & RECORDS

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

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

subcontracts hereunder a provision to the effect that the subcontractor agrees that the CFPB shall have the same rights to the subcontractor books, documents, papers and records as specified above.

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.

CFPB'S OFFICE OF THE INSPECTOR GENERAL (OIG)

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

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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

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

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

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

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

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

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

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

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

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

___X___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___X___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

___X___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

- ___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (11) [Reserved]
- ___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- _X_ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- _X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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



CONTRACT DOCUMENTS, EXHIBITS AND ATTACHMENTS	
(b)(4)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. CFP-40100-13-0005	
5. PROJECT NO. (If applicable)		6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: R. Randolph Parkersburg WV 26101		7. ADMINISTERED BY (If other than Item 6) Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 008642530		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-12-C-0016 120001	
				10B. DATED (SEE ITEM 13) 09/26/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$154,000.00

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

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

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

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

The purpose of this modification is to obligate funds in the amount of \$154,000.00 and add requirement Experian/FICO Risk Model V8, Auto Rick Model V8, Bankcard Risk Model V8, and Mortgage Risk Model V8 to CLIN 0001.

LIST OF CHANGES:

Obligated Amount for this Modification: \$154,000.00

New Total Obligated Amount for this Award: \$1,776,800.00

Discount Terms: (b)(4)

FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) SENIOR CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALAN DOTSON	
15C. DATE SIGNED 4/1/2013		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15D. DATE SIGNED		16C. DATE SIGNED	

NAME OF OFFEROR OR CONTRACTOR
 EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Period of Performance: 09/26/2012 to 09/25/2013				
	Change Item 0001 to read as follows (amount shown is the obligated amount):				
	Consumer Credit Information Panel				154,000.00
	Refer to Attachment 1 - Task Order 120001 Price Schedule				
	Modification 0001 added:				
	Experian/FICO Risk Model				
	V8, Auto Rick Model V8, Bankcard Risk Model V8, Mortgage Risk Model V8				
	Fixed Price: \$154,000.00				
	Amount: \$1,622,800.00				
	Accounting Info:				
	CFP5577DEXXXXXX-2012-61000001-251003-CFP4010000000				
	-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXXX-XXXX-XX				
	XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX				
	Funded: \$0.00				
	Amount: \$154,000.00				
	Accounting Info:				
	CFP5577DEXXXXXX-2013-61000001-251003-CFP4010000000				
	-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXXX-XXXX-XX				
	XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX				
	Funded: \$154,000.00				

TPD-CFP-12-C-0016/120001 ATTACHMENT 1 - TASK ORDER 120001 PRICE SCHEDULE

(b)(4)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER CFP-40100-12-0002		PAGE OF 1 5	
2. CONTRACT NO. TPD-CFP-12-C-0016		3. AWARD/ EFFECTIVE DATE 09/26/2012		4. ORDER NUMBER 120001		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALAN DOTSON			b. TELEPHONE NUMBER <small>(No collect calls)</small>		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY Bureau of Public Debt Division of Procurement Avery 5F 200 Third Street Attn: C. Gropp Parkersburg WV 26101		CODE BPD-CGROPP		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SMAI BUSINESS PROGRAM <input type="checkbox"/> 8(A) NAICS: 561450 SIZE STANDARD: \$7.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/30 PROMPT PAY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CFPB Attn: Ms. Xiaoling Ang 1700 G Street NW Washington DC 20552-0003		CODE CFPB		16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR EXPERIAN INFORMATION SOLUTIONS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 008642530		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this firm-fixed-price (FFP) Task Order (TO) award is to provide a Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Statement of Work (SOW). Vendor POC: (b)(6) - Director, Experian Government Services Telephone: (b)(6) E-mail: (b)(6) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,622,800.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
(b)(6)				Lisa R. Stanley			
(b)(6)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
(b)(6)		9/26/12		LISA R. STANLEY		9/26/2012	

PREVIOUS EDITION IS NOT USABLE

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

TPD-CFP-12-C-0016/120001

3

5

EXPERIAN INFORMATION SOLUTIONS INC-1

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

**DEPARTMENT OF THE TREASURY
CONSUMER FINANCIAL PROTECTION BUREAU**

TASK ORDER 120001 STATEMENT OF WORK

CONSUMER CREDIT INFORMATION PANEL

1.0 BACKGROUND

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

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

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

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

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

2.0 OBJECTIVE

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

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

3.0 SCOPE

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

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

3.2 Panel Updates

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

3.3 Data Characteristics

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

3.4 Capabilities

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

3.5 Consulting

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

TPD-CFP-12-C-0016/120001 ATTACHMENT 1 - TASK ORDER 120001 PRICE SCHEDULE

Item Descriptions	Price
(b)(4)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: R. Randolph Parkersburg WV 26101		7. ADMINISTERED BY (If other than Item 6) Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 008642530 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-12-C-0016		10B. DATED (SEE ITEM 13) 09/24/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

The purpose of this modification is to revise contract pricing for Experian/FICO Risk Model V8, Auto Rick Model V8, Bankcard Risk Model V8, Mortgage Risk Model V8 for the base period, option pricing remains unchanged.

The revised Attachment 1 - IDIQ Price Schedule is attached.

The contract line item 0001's ordering ceiling is unchanged.

The contract's award amount is unchanged.

Total Amount for this Award: \$8,426,650.00

Continued ...

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

(b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BERNADETTE A. KERN	
(b)(6)	15C. DATE SIGNED 3/29/2013 (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA
		16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
TPD-CFP-12-C-0016/0001PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTIONS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: (b)(4) Period of Performance: 09/24/2012 to 09/23/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 09/24/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BPD-JCARTER		7. ADMINISTERED BY (If other than Item 6) CODE BPD	
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: J Carter Parkersburg WV 26101		Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-12-C-0016			
		10B. DATED (SEE ITEM 13) 09/24/2012			
CODE 008642530		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Unilateral, 52.217-9, Option to Extend the Term of the Contract (Mar 2000)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

In accordance with 52.217-9, Option to Extend the Term of the Contract (MAR 2000), the Government hereby exercises its option to extend the term of the contract for Option Period 1 for the time period of 09/24/2013 through 09/23/2014.

FOB: Destination

Period of Performance: 09/24/2012 to 09/23/2017

Change Item 0002 to read as follows (amount shown is the obligated amount):
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JACOB C. OBERLIN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Option Period 1 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Bureau of the Fiscal Service Division of Procurement Avery 5F 200 Third Street Attn: J Carter Parkersburg WV 26101		7. ADMINISTERED BY (If other than Item 6) Bureau of the Fiscal Service Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EXPERIAN INFORMATION SOLUTIONS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 008642530		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-12-C-0016 130002	
				10B. DATED (SEE ITEM 13) 09/19/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral, IAW 1052.201-70, COR Changes

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

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

The purposes of this modification are as follows:

1) Remove Yuh Wen Ling as Primary COR and add Michelle Kambara as Primary COR, Ms. Kambara may be contacted by Phone: 202-435-9608 or Email: michelle.kambara@cfpb.gov.

2) Remove Shaista Ahmed as ACOR and add Yuh Wen Ling as ACOR, Ms. Ling may be contacted by Phone: 202-435-9251 or Email: yuhwen.ling@cfpb.gov.

Credit Card Vendor: NO

Discount Terms: (b)(4)

Period of Performance: 09/26/2013 to 09/25/2014

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JACOB C. OBERLIN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

3

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

1. DATE OF ORDER 09/19/2013		2. CONTRACT NO. (If any) TPD-CFP-12-C-0016		6. SHIP TO:	
3. ORDER NO. 130002		4. REQUISITION/REFERENCE NO. CFP-40100-13-0008		a. NAME OF CONSIGNEE CFP	
5. ISSUING OFFICE (Address correspondence to) Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: M. Waybright Parkersburg WV 26101				b. STREET ADDRESS 1700 G STREET, NW	
				c. CITY WASHINGTON	e. ZIP CODE 20552
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR EXPERIAN INFORMATION SOLUTINS INC-1				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 475 ANTON BLVD				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY COSTA MESA		e. STATE CA	f. ZIP CODE 92626-7036		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE CONSUMER FINANCIAL PROTECTION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS NET 30 PROMPT PAY	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Bureau of the Fiscal Service is issuing this Firm Fixed Price Task Order for a Consumer Credit Information Panel on behalf of the Consumer Financial Protection Bureau (CFPB). Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME		ARC/ASD/APB				\$516,900.00
	b. STREET ADDRESS (or P.O. Box)		ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV				\$516,900.00
c. CITY		d. STATE	e. ZIP CODE				17(i) GRAND TOTAL
PARKERSBURG		WV	26106-1328				

22. UNITED STATES OF AMERICA BY (Signature)

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

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

DATE OF ORDER 09/19/2013	CONTRACT NO. TPD-CFP-12-C-0016	ORDER NO. 130002
-----------------------------	-----------------------------------	---------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Vendor POC: (b)(6) Phone: (b)(6) Email: </p> <p>Contracting Officer's Representative (COR): YuhWen Ling Phone: 202-435-9251 Email: Yuhwen.ling@cfpb.gov</p> <p>Alternate Contracting Officer's Representative (ACOR): Shaista Ahmed Phone: 202-435-7941 Email: Shaista.ahmed@cfpb.gov</p> <p>All of the terms and conditions of Base IDIQ Contract TPD-CFP-12-C-0016 and the attached Statement of Work apply to this Task Order.</p> <p>Invoices shall be submitted monthly in arrears.</p> <p>Credit Card Vendor: NO Accounting Info: CFP5577DEXXXXXX-2013-61000001-251003-CFP4010 000000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXX XXXX-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX X-XXXXXXXXXX Period of Performance: 09/26/2013 to 09/25/2014</p>					
0001	<p>Consumer Credit Information Panel</p> <p>Refer to Attachment 1 - Task Order 130002 Price Schedule for services and pricing.</p> <p>After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please Continued ...</p>				516,900.00	

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

\$516,900.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
3

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

DATE OF ORDER
09/19/2013

CONTRACT NO.
TPD-CFP-12-C-0016

ORDER NO.
130002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	include the award number in the subject line of the e-mail. The total amount of award: \$516,900.00. The obligation for this award is shown in box 17(i).					

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

\$0.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 18	
2. CONTRACT NO. TPD-CFP-12-C-0016		3. AWARD/ EFFECTIVE DATE 09/24/2012		4. ORDER NUMBER		5. SOLICITATION NUMBER BPD-CFP-12-CI-0004	
						6. SOLICITATION ISSUE DATE 07/03/2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALAN DOTSON			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY Bureau of Public Debt Division of Procurement Avery 5F 200 Third Street Attn: C. Gropp Parkersburg WV 26101		CODE BPD-CGROPP		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: 561450 SIZE STANDARD: \$7.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/30 PROMPT PAY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CFPB Attn: Ms. Xiaoling Ang 1700 G Street NW Washington DC 20552-0003		CODE CFPB		16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101		CODE BPD	
17a. CONTRACTOR/OFFEROR EXPERIAN INFORMATION SOLUTIONS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 008642530		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this firm-fixed-price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) award is to provide a Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Statement of Work (SOW). The Contractor shall provide services only as authorized by task order, and in accordance with the IDIQ contract. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				LISA R. STANLEY			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Vendor POC: (b)(6) - Director, Experian Government Services Telephone: (b)(6) E-mail: (b)(6)</p> <p>Government POC/COR: Ms. Xiaoling Ang Telephone: 202-435-7686 E-mail: xiaoling.ang@cfpb.gov</p> <p>Government Alternate POC/COR: Ms. Yuh Wen Ling Telephone: 202-435-9251 E-mail: yuhwen.ling@cfpb.gov</p> <p>Terms, Conditions and Clauses are attached hereto and hereby incorporated.</p> <p>Invoice Terms: Invoices are to be submitted monthly on a task order basis. Invoices will be paid monthly in arrears on a task order basis.</p> <p>Any questions related to this contract after award will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the contract number and, if applicable, the task order number in the subject line.</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

TPD-CFP-12-C-0016

PAGE

OF

3

18

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTIONS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The overall minimum for this contract is: (b)(4) The minimum is guaranteed The overall maximum for this contract is: (b)(4) The minimum amount for an order against this contract is: (b)(4) The maximum amount for an order against this contract is: (b)(4) Period of Performance: 09/24/2012 to 09/23/2017				
0001	Base Period - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: (b)(4) Max. Amount: (b)(4) Minimum Guaranteed: Y Period of Performance: 09/24/2012 to 09/23/2013				(b)(4)
0002	Option Period 1 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) Period of Performance: 09/24/2013 to 09/23/2014				0.00
0003	Option Period 2 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: (b)(4) Minimum Guaranteed: N Amount: (b)(4) Option Line Item) Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

TPD-CFP-12-C-0016

PAGE OF

4

18

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTIONS INC-1

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

TERMS, CONDITIONS AND CLAUSES

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

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

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

PRODUCT PROVISIONS

(b)(4)

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

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

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

None applicable.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

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

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expiration date.

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

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

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

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

CONTRACT TERM

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

CONTRACT MINIMUM AND MAXIMUM

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

PAST PERFORMANCE EVALUATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (11) [Reserved]

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

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657(f)).
- ___X___ (23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ___X___ (26) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___X___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ___X___ (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___X___ (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___X___ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ___X___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- ___X___ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___X___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___X___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- ___ (ii) Alternate I (MAR 2012) of 52.225-3.
- ___ (iii) Alternate II (MAR 2012) of 52.225-3.
- ___ (iv) Alternate III (MAR 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___X___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___X___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (51)(i) 52.247-64, Preference for Privately Owned
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

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

**DEPARTMENT OF THE TREASURY
CONSUMER FINANCIAL PROTECTION BUREAU**

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

CONSUMER CREDIT INFORMATION PANEL

1.0 BACKGROUND

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

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

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

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

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

2.0 OBJECTIVE

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

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

3.0 SCOPE

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

3.2 Panel Updates

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

3.3 Data Characteristics

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

3.4 Capabilities

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

3.5 Consulting

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0001		09/18/2013		CFP-40000-13-0007			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: J Carter Parkersburg WV 26101		BPD-JCARTER		Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101		BPD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036							
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. LC11C7011			
				TPD-CFP-12-K-00077			
				10B. DATED (SEE ITEM 13)			
CODE 008642530		FACILITY CODE		09/14/2012			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$36,000.00	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
X	Unilateral, 52.217-9, Option to Extend the Term of the Contract (Mar 2000)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

In accordance with 52.217-9, Option to Extend the Term of the Contract (MAR 2000), the Government hereby exercises its option to extend the term of the contract for Option Period 1 for the time period of 09/18/2013 through 09/17/2014.

Discount Terms: (b)(4)

Accounting Info:

CFP5577DEXXXXXX-2013-61000001-260103-CFP4000000000
 -XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX-XXXX-XX
 XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JACOB C. OBERLIN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
LC11C7011/TPD-CFP-12-K-00077/0001PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTIONS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	FOB: Destination Period of Performance: 09/18/2012 to 09/17/2014 Change Item 0002 to read as follows (amount shown is the obligated amount): Continued Access to Experian-Oliver Wyman Market Intelligence Report. CLIN B.2.3.1 Electronic Databases/Publications Recurring quarterly market intelligence reports (MIR) without the data pack/pivot table				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. CFP-40300-13-0008	
6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: M. Waybright Parkersburg WV 26101		CODE BPD-MWAYBRIGHT		5. PROJECT NO. (If applicable) BPD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. LC11C7011 TPD-CFP-12-K-00077	
CODE 008642530		FACILITY CODE		10B. DATED (SEE ITEM 13) 09/14/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$21,000.00
See Schedule

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

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

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

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

The purpose of this modification is to obligate funding in the amount of \$21,000.00 for

(b)(4)

CLIN 0003 has been created to obligate the funding for this historical data.

Credit Card Vendor: NO

Discount Terms: (b)(4)

Accounting Info:

CFP5577DEXXXXXX-2013-61000001-252004-CFP4030000000

-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX-XXXX-XX

XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-XXXXXXXX

FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JACOB C. OBERLIN	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
LC11C7011/TPD-CFP-12-K-00077/0002PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
EXPERIAN INFORMATION SOLUTINS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Period of Performance: 09/18/2012 to 09/17/2014 Add Item 0003 as follows: (b)(4) Period of Performance: 09/26/2013 to 09/17/2014				21,000.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER CFP-40300-12-0008		PAGE OF 1 5	
2. CONTRACT NO. LC11C7011		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER TPD-CFP-12-K-00077		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALAN DOTSON		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: T. Sullivan Parkersburg WV 26101		CODE BPD-TSULLIV		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 519120 <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.00	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/30 PROMPT PAY		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CONSUMER FINANCIAL PROTECTION BUREAU 1700 G STREET WASHINGTON DC 20552		16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101		CODE BPD	
17a. CONTRACTOR/ OFFEROR EXPERIAN INFORMATION SOLUTINS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		CODE 008642530		FACILITY CODE		18a. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328	
18b. PAYMENT WILL BE MADE BY ARC/ASD/APB		CODE ARC/ASD/APB		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The purpose of this Task Order (T.O.) is to provide the Consumer Financial Protection Bureau (CFPB) with access to Experian-Oliver Wyman Market Intelligence Report (MIR) in accordance with the Library of Congress (LOC) contract LC11C7011. This Firm Fixed Price (FFP) T.O. is established in accordance with the clauses and terms and conditions attached herein. Vendor POC: (b)(6) Phone: (b)(6) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31b. NAME OF CONTRACTING OFFICER (Type or print) LISA R. STANLEY 31c. DATE SIGNED 30 SEP 18, 2012	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6) Govt POC: Kirsten Ling Phone: 202-435-7201 Email: kirsten.ling@cfpb.gov These items are considered products and invoices will be paid NET 30 from receipt/acceptance of the good or services. Accounting Info: CFP5577SFXXXX-2012-610001-CFP4030000-2613-00000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/18/2012 to 09/17/2014				
0001	Experian-Oliver Wyman Market Intelligence Report. CLIN B.2.3.1 Electronic Databases/Publications Recurring quarterly market intelligence reports (MIR) without the data pack/pivot table Period of Performance: 09/18/2012 to 09/17/2013				(b)(4)
0002	Continued Access to Experian-Oliver Wyman Market Intelligence Report. CLIN B.2.3.1 Electronic Databases/Publications Recurring quarterly market intelligence reports Continued ...				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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
LC11C7011/TPD-CFP-12-K-00077PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR

EXPERIAN INFORMATION SOLUTIONS INC-1

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(MIR) without the data pack/pivot table Amount: (b)(4) Option Line Item) Period of Performance: 09/18/2013 to 09/17/2014 After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail. The total amount of award: \$72,000.00. The obligation for this award is shown in box 26.				

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

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

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

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

CONTRACT TERM

The period of performance for this delivery order is one (1) base year, and one (1) option year.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

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

- (a) The COR will be Kirsten Ling and can be reached at Kirsten.ling@cfpb.gov or 202-435-7201.
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the contract specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
 - (2) Constitutes a change as defined in the clause entitled "Changes";

- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the final 30 days of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

4

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

1. DATE OF ORDER 10/24/2012		2. CONTRACT NO. (If any) GS-23F-0356P		6. SHIP TO:	
3. ORDER NO. TPDCFP13K0006		4. REQUISITION/REFERENCE NO. CFP-20400-13-0001		a. NAME OF CONSIGNEE CFP	
5. ISSUING OFFICE (Address correspondence to) Bureau of the Public Debt Division on Procurement 200 Third Street Avery 5F Attn: JWEATHER Parkersburg WV 26101				b. STREET ADDRESS 1700 G STREET, NW	
				c. CITY WASHINGTON	e. ZIP CODE 20552
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR EXPERIAN INFORMATION SOLUTINS INC-1				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 475 ANTON BLVD				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY COSTA MESA		e. STATE CA	f. ZIP CODE 92626-7036		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS N/30 PROMPT PAY	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA BPA: GS-23F-A0015 The purpose of this fixed price award is to purchase 156 enrollments of Triple Advantage Premium on behalf of the Consumer Financial Protection Bureau (CFPB). Continued ...					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					17(h) TOTAL (Cont. pages)
	a. NAME ARC/ASD/APB					
	b. STREET ADDRESS (or P.O. Box) ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV					
c. CITY PARKERSBURG			d. STATE WV	e. ZIP CODE 26106-1328	17(i) GRAND TOTAL	

22. UNITED STATES OF
AMERICA BY (Signature)

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

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

DATE OF ORDER 10/24/2012	CONTRACT NO. GS-23F-0356P	ORDER NO. TPDCFP13K0006
-----------------------------	------------------------------	----------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>VENDOR POC: (b)(6)</p> <p>GOV'T POC: NELLISHA RAMDASS (202) 435-7782 nellisha.ramdass@cfpb.gov</p> <p>These items are considered products and invoices shall be paid Net 30 days from receipt/acceptance of invoice. Accounting Info: CFP5577SFXXXX-2013-610001-CFP2040000-2524-0000000-XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 10/24/2012 to 10/23/2013</p> <p>Contractor shall provide up to (b)(4) enrollments in Triple Advantage Premium.</p> <p>(b)(4)</p> <p>Extended Price: \$4,984.20</p> <p>This is a Not-To-Exceed (NTE) line item. Contractor shall only invoice for enrollments actually used by CFPB.</p> <p>After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.</p> <p>The total amount of award: \$4,984.20. The obligation for this award is shown in box 17(i).</p>				(b)(4)	

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

\$4,984.20

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

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

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

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

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

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

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

WAIVER

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

The Contracting Officer will review the waiver request and either approve or deny the request. If the request is approved, the Contractor shall submit a copy approved waiver with each invoice. If a copy of the waiver is not submitted with the invoice, the invoice will be rejected.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS:

The Contractor shall ensure the order number (Block 3) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services

appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

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

(a) The COR is Nellisha Ramdass. Nellisha may be reached at 202-435-7782 or nellisha.ramdass@cfpb.gov

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

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

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

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

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

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

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

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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