



## Do you have an IRB number?

If you submitted a form to the Investment Review Board (IRB), you have an IRB number. You can find the IRB ID# in section 1 of the form.



Please enter the IRB ID#.



How much are you requesting for  
this Buy?



For Buy requests totaling  
>\$500,000, you need to submit an  
IRB form.

The Investment Review Board (IRB) meets twice a year to approve investments worth more than \$500,000. In some cases, the IRB also needs to review investments of \$200,000 and more.

- [Learn more about the IRB process.](#)
- [Download a sample of a completed IRB form.](#)

Continue to the IRB form



For investments worth between \$200,000 and \$499,999, please check with your Division Budget Analyst to determine if you need to submit an IRB form.

In some cases, investments of \$200,000 and more may need an IRB review. Consult with your Division Budget Analyst to confirm if you need to complete an IRB form.

- [Learn more about the IRB process.](#)
- [Download a sample completed IRB form.](#)

Contact your Budget Analyst



Your Division Budget Analyst has confirmed that you do **not** need to submit an IRB form.

Your Division Budget Analyst, Firstname Lastname, has confirmed that your request doesn't need an IRB review.



For investments worth between  
\$3,501 and \$199,999, please  
submit a CFPBuy Request.



# You don't need to submit a CFPBuy Request!

For purchases  $\leq$  \$3500, you can use the pCard.

- [Learn more about making pCard purchases.](#)

Continue to make a pCard purchase





## Great! We received IRB # 2013999

We received IRB# 2013999: Made Up Financial Product (MUFP) XXX. The IRB will review your request during the next review period (August 20XX).

We encourage you to submit your CFPBuy request form on or before July 29, 20XX.

CFPB

# **CFPBuy Request Control Sheet**

Purchase Requisition Form

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## Section 1: Tell us what you need to buy and why.

Project / IRB title

Budget line title

Budget line ID

Name of person requesting this Buy

Email

Phone Number

Name of COR for this Buy

Email

Phone Number

Which program office/internal organization is funding this Buy?

Amount requested for the Buy

Start Date (for amount requested)

End Date (for amount requested)

**Contract/Agreement # \***

**Contractor/Servicing Agency \***

**List the total obligations to date for this Buy \***

\* Applicable only to existing contracts/agreements

**Type of Action**

**Type of Buy**

**Does this Buy involve/handle sensitive data?**

**If yes, what type of sensitive data?**

Yes

No

**Does the Action have both signatures?** (Only applicable to Intra-Agency Agreements)

Yes

No

**Is this Buy compliant with Federal Security Requirement & Guidelines?**

Yes

No

**Does this Buy support the Continuity of Operation's Plan's (COOP) mission essential functions?**

(If the Buy is not related to CR, T&I or OCFO, then your response is likely "False". OHC items should be coordinated with OCFO).

Yes

No

**Describe what you are buying (including anticipated benefits/value).**

How did you identify the need for this Buy?

**How did you estimate the cost for this Buy?**

Please be as specific as possible by providing information from the Independent Government Cost Estimate and attaching all supporting documents (including IRB cases) to this form.

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## Section2: Tell us how to fund this Buy

**Is this action within the approved financial plan amount for this fiscal year?**

Yes      No

If you answered "No," please reference the applicable financial plan line item from which you are requesting to transfer funds.

Will the vendor receive payment before goods/services are received (i.e., prepayment or advance payment)?

Yes      No      Maybe

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### Section 3: Tell us if the IRB reviewed this Buy\*

\*Only applicable to certain Buys. Ask the Budget team if you need clarification.

Does this Buy need IRB approval?

Yes      No      Maybe

IRB review status

IRB approval date

IRB Number

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## Section 4: Program office approval

Program office approval

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## Section 5: OCFO use only

Requisition #

CFPB Account

Budget analyst #1 signature

Budget analyst #2 signature

Budget Director signature (\$500k or more)





CFPB

# Acquisition Plan Template A

Form for acquisitions worth < \$2.5 million

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## What is an acquisition plan?

An Acquisition Plan is a document that integrates the efforts of all personnel responsible for significant aspects of an acquisition to ensure that the Government meets its needs in the most effective, economical, and timely manner. Acquisition planning should begin as soon as the agency need is identified. In developing the plan, the project manager should:

- Form a team consisting of all those who will be responsible for significant aspects of the acquisition, such as contracting, budget, legal, and technical personnel.
- Review previous plans for similar acquisitions and discuss them with the key personnel involved in those acquisitions.
- Make every effort to avoid issuing requirements on an urgent basis or with unrealistic delivery or performance schedules, since it generally restricts competition and increases prices, among other consequences.

The plan should address all the technical, business, management, and other significant considerations that will control the acquisition. The specific contents of an acquisition plan will vary, depending on the nature, circumstances, and stage of the acquisition. Acquisition plans for service contracts or orders must describe the strategies for implementing performance-based acquisition methods or must provide a rationale for not using those methods. Additionally, any plan for a cost-reimbursement or a limited competition strategy must be adequately justified.

Acquisition plans should be updated throughout the pre-award process as additional information becomes available and as various decisions are made. The final acquisition plan must be signed by the project manager, the contracting officer, and the Small Business Specialist (if applicable) prior to issuance of the solicitation.

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## Plan templates

We've tried to simplify the plan-writing process for you by providing two templates. Use this template, Template A, for acquisitions that are less than \$2.5 million. (For acquisitions worth \$2.5 million or more, use Template B.)

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## Acquisition Plan (Template A) for acquisitions < \$2.5 million

Office name

Project title

Estimated value (Must be less than \$2.5 million)

Award date (anticipated)

Project Manager name

Project Manager signature

Date

Contracting Officer name

Contracting Officer signature

Date

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## Section A: Acquisition background and objectives

### 1.0 Statement of need and description

Introduce the plan by a brief statement of need.

Summarize the technical and contractual history of the acquisition.

Discuss feasible acquisition alternatives, the impact of prior acquisitions on those alternatives, and any related in-house effort.

Provide description of the requirement.

## **2.0 Applicable conditions**

State all significant conditions affecting the acquisition, such as:

- 2.1 Requirements for compatibility with existing or future systems or programs; and
- 2.2 Any known cost, schedule, and capability or performance constraints.



### **3.0 Cost**

Set forth the established cost goals for the acquisition and the rationale supporting them, and discuss related cost concepts to be employed.

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## **Section B: Market research results**

State what market research was conducted. Consider the following:

- 1.0 Whether commercial items or non-developmental items are available to meet the Government's needs or could be modified to meet the Government's needs.
- 2.0 Customary practices regarding customizing, modifying, or tailoring of items to meet customer needs and associated costs;

- 3.0 Customary practices, including warranty, buyer financing, discounts, contract type considering the nature and risk associated with the requirement, etc.
- 4.0 Availability of items that contain recovered materials and items that are energy efficient;
- 5.0 Requirements of any laws and regulations unique to the item being procured;
- 6.0 Distribution and support capabilities of potential suppliers, including alternative arrangements and cost estimates; and
- 7.0 Size and status of potential sources.

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## Section C: Action plan

### 1.0 Sources

Indicate the prospective sources of supplies or services that can meet the need. Consider required sources of supplies or services (see Part 8) and sources identifiable through databases including the Government-wide database of contracts and other procurement instruments intended for use by multiple agencies available at <https://contractdirectory.gov/contractdirectory/>.

Include consideration of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns (see Part 19), and the impact of any bundling that might affect their participation in the acquisition (see 7.107) (15 U.S.C. 644(e)). When the proposed acquisition strategy involves bundling, identify the incumbent contractors and contracts affected by the bundling. Address the extent and results of the market research and indicate their impact on the various elements of the plan (see Part 10).

## **2.0 Competition**

- 2.1 Describe how competition will be sought, promoted, and sustained throughout the course of the acquisition. If full and open competition is not contemplated, cite the authority in FAR 6.302, discuss the basis for the application of that authority, identify the source(s), and discuss why full and open competition cannot be obtained.
- 2.2 Identify the major components or subsystems. Discuss component breakout plans relative to these major components or subsystems. Describe how competition will be sought, promoted, and sustained for these components or subsystems.
- 2.3 Describe how competition will be sought, promoted, and sustained for spares and repair parts. Identify the key logistic milestones, such as technical data delivery schedules and acquisition method coding conferences that affect competition.
- 2.4 When effective subcontract competition is both feasible and desirable, describe how such subcontract competition will be sought, promoted, and sustained throughout the course of the acquisition. Identify any known barriers to increasing subcontract competition and address how to overcome them.

### **3.0 Contract type selection**

Discuss the rationale for the selection of contract type. For other than firm-fixed-price contracts, see FAR 16.103(d) for additional documentation guidance. Acquisition personnel shall document the acquisition plan with findings that detail the particular facts and circumstances, (e.g., complexity of the requirements, uncertain duration of the work, contractor's technical capability and financial responsibility, or adequacy of the contractor's accounting system), and associated reasoning essential to support the contract type selection. The contracting officer shall ensure that requirements and technical personnel provide the necessary documentation to support the contract type selection.

### **4.0 Inherently governmental functions**

Address the considerations given to [Subpart 7.5](#). Also mention and/or reference the service contract code worksheet approval if applicable here.

## **5.0 Other considerations**

- 5.1 Standardization concepts;
- 5.2 The industrial readiness program;
- 5.3 The Defense Production Act;
- 5.4 The Occupational Safety and Health Act;
- 5.5 Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act) (see Subpart 50.2);
- 5.6 Foreign sales implications;
- 5.7 Special requirements for contracts to be performed in a designated operational area or supporting a diplomatic or consular mission;
- 5.8 Section 508 requirements; and
- 5.9 Any other matters germane to the plan not covered elsewhere.

## **6.0 Milestones for the acquisition cycle**

Address the following steps and any others as appropriate:

- Acquisition Plan approval.
- Performance Work Statement.
- Completion of acquisition-package preparation.
- Purchase request.
- Justification and approval for other than full and open competition where applicable and/or any required D&F approval.
- Issuance of synopsis.
- Issuance of solicitation.
- Evaluation of proposals, audits, and field reports.
- Beginning and completion of negotiations.
- Contract preparation, review, and clearance.
- Contract award.





CFPB

# **Performance Work Statement**

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## 1.0 Overview/Background

On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), which created the Consumer Financial Protection Bureau (CFPB). Under the Act, part of CFPB's mission is to provide the following:

**Describe the basis for the work requirement**

**Provide history and/or background information on the services that are to be provided.**

Give enough background so vendors understand why the solicitation is being issued. Accordingly, the Government seeks a contractor to provide the following:

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## 2.0 Objective

Insert a few bullets stating what the basic service objective is.

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## 3.0 Scope

Insert the type of services that are to be performed.

**Services include:**

Describe what is included in the services to be provided.

**The contractor shall accomplish:**

Describe what should be accomplished, if applicable. Note that general task areas shall be itemized if considering a BPA or IDIQ type arrangement.

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## 4.0 Period of performance/delivery required

**State period of performance and option years (if applicable) and/or delivery requirements.**

For example: The period of performance shall be for one (1) Base Period of 12 months and two (2) 12-month Option Periods.

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## 5.0 Quality Control (If applicable).

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement of the contract.

### **Describe when and how the QCP is to be delivered**

E.g., within 30 days after contract award or with the contractors proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter.

After acceptance of the quality control plan, the contractor shall receive the contracting officer's acceptance in writing of any proposed change to its QC system.

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## 6.0 Quality Assurance (QA)

The government shall evaluate the contractor's performance under the contract in accordance with the standards outlined in the Performance Requirements Summary (PRS). The PRS defines the performance standards, the frequency of surveillance, and the minimum acceptable defect rate(s).



## 7.0 Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective <sup>1</sup>	Standard	Performance Threshold <sup>2</sup>	Method of Surveillance
<hr/>			
<hr/>			

<sup>1</sup> Performance Objective is the Service required. Usually, a "shall" statement.

<sup>2</sup> Performance Threshold is the maximum error rate. It could possibly be "Zero deviation from standard".

Continued on next page

[illegible]

The following listing provides various types of Surveillance as examples to select from and **should not be included** on the final document:

Random Sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot.

Random Inspection Guide, Method of surveillance, Lot size, Sample size, Performance requirement, Sampling procedure, Inspection procedure

100 Percent Inspection: Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed

Periodic Surveillance: Evaluation of samples selected on other than 100% or statistically random basis. (e.g., monthly, quarterly, semi-annually etc.)

Validated Customer Complaint: Complaints must be validated.

Other: You may also identify and describe below any surveillance method used in the commercial market to survey the required service. (This will be discovered when market research is conducted).

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## 8.0 Recognized Federal Holidays

Check if the contractor **is required** to perform services on the following holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

Columbus Day

President's Day

Veteran's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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## 9.0 Hours of Operation

The contractor is responsible for conducting business on Mondays through Fridays, between the hours of:

except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

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## 10.0 Place of performance

The work to be performed under the contract will be performed at the following location:  
(e.g., contractor facility or government facilities)

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## 11.0 Security requirements (April 2015).

Contractor personnel performing work under this contract must have a:

**Level of security required, if applicable**

at the time of the proposal submission, and must maintain the level of security required for the life of the contract. Mention any other security requirements as applicable.

(If applicable, include below, 11.1, and 11.2)

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.

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

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

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

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

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

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

- 11.1.3 In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. All on-site Contractor personnel shall abide by security regulations applicable to that site.
- 11.1.4 The COR may direct that certain personnel that may be exposed to Control Unclassified Information (CUI) data meet additional security requirements. CUI data includes, but is not limited to, information that is protected from disclosure by the Privacy Act, 5 U.S.C. § 552a. Any CUI data acquired during the contract performance, which is specific to this CFPB engagement, shall be destroyed or disposed of by the Contractor within 20 days after the contract closeout's effective date.
- 11.1.5 The Contractor shall ensure that any such applicable personnel working under this contract, including subcontractors, meet the following requirements to protect against unauthorized disclosure of CUI data.
  - a. All applicable personnel shall be United States Citizens, or Lawful Permanent Residents with an approved exception.
  - b. All personnel shall be subject to Minimum Background Investigation (MBI) in accordance with the CFPB Standard. Contractors are expected to exercise due diligence in their hiring process. Contractors that are able to certify fingerprint based criminal background checks for, at a minimum, the jurisdictions in which they live and work, verification of past employment and education as part of their hiring process may have their employees begin working upon the submission of the required documents. Contractors who cannot certify that they include these elements as part of their hiring process must wait for the results of the CFPB fingerprint based criminal history records check to be successfully completed.

1. Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
  - a. Completed fingerprint cards
  - b. Non-disclosure Agreement
  - c. Fair Credit Reporting Act Release
  - d. SF 85-P, "Questionnaire for Public Trust Positions"
- c. Personnel performing work in positions deemed to be high risk must complete a Background Investigation (BI) and must be US Citizens. Applicable personnel shall not begin working on the contract until all security forms have been properly completed, submitted to the COR for processing, and vetted and approved by CFPB's Office of Security Programs, as follows:
  1. Completed fingerprint cards
  2. Non-disclosure Agreement
  3. Fair Credit Reporting Act Release
  4. SF 85P
  5. Optional Form 306
- d. Applicable personnel shall wear CFPB-issued identification badges when working in Government facilities.
- e. Applicable personnel who undergo investigations that reveal, but are not limited to, the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor; a record of arrests for continuing offenses; or failure to file or pay Federal income tax. CFPB reserves the right to determine if a Contractor



employee assigned to a task shall continue with the task. The Contractor shall agree to remove the person assigned within one business day of official notification by the Government and provide a replacement within five business days. New hires or substitutions of personnel are subject to the same investigation requirement.

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

11.1.7 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.

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## 12.0 Physical security

The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. [Insert the following sentence, if performing in a government facility.] At the close of each work period, government facilities, equipment, and materials shall be secured.

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## 13.0 Special Qualifications

Include any special certification requirements for employees if deemed appropriate e.g., " The contractor is responsible for ensuring all employees possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this contract."

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## 14.0 Key personnel (if applicable)

**The following are considered key personnel by the government:**

Include the titles of the key personnel (e.g., contract manager/Alternate contract manager, Systems Engineer, etc.)

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

The contract manager or alternate shall be available Monday through Friday, except Federal holidays, between: (Insert the hours, e.g., 8:00 a.m. to 4:30p.m.)

or when the government facility is closed for administrative reasons.

**Qualifications for all key personnel are listed below:**

Include the qualifications for all key personnel, e.g., Contract Manager and Alternate, The Contract Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Department Data Sources (e.g. cost and software data reporting, EVM), Systems Administrator, The Systems Administrator must have a high degree of expertise with the following systems/protocols: Microsoft Server 2000 and XP operation and administration, and Network Administration.

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## **15.0 Substitution of key personnel**

The contractor shall submit a written request to the COTR at least 10 business days prior to a substitution of key personnel assigned to each call. The contractor shall include the circumstances necessitating the proposed replacement of the key personnel and shall provide the name and resume of the proposed replacement. Replacements shall possess equal or greater qualifications than those they are replacing, and shall be approved by the COR. The Contracting Officer will decide any disagreements regarding the substitution of any key personnel.

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## 16.0 Contractor travel (If applicable)

### **Include any travel requirements**

For example: Contractor will be required to travel CONUS and within the NCR during the performance of the contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Required language should travel be needed: The contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in the contract. All travel requires Government approval/authorization and notification to the COR. For proposal purposes, a Not to exceed amount for travel can be established or you can include in your IGCE and the workload summary a projected listing of travel locations to include frequency and number of persons required to travel so the Offerors can provide pricing.

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## 17.0 Other direct costs (If applicable)

### **Include what the other direct costs requirements will be**

These costs must be preapproved by the contracting officer. For example: This category includes travel (outlined in Travel section), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.

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## 18.0 Data rights (April 2015) (If applicable)

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

If data rights shall be acquired, reference FAR 27.409 for specific clause inclusion in the solicitation and resulting award.

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## 19.0 Cybersecurity/IT security (April 2015) (If applicable)

### 19.1 Definitions.

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



processing, maintenance, transmission, and dissemination of information, in accordance with defined procedures, whether automated or manual.

- g. **Information Technology.** With respect to the CFPB, information technology means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the CFPB, if the equipment is used by the CFPB directly or is used by a contractor under a contract with the CFPB that requires the use: (i) of that equipment; or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product.
- h. Information technology includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.
- i. **Integrity.** Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.
- j. **Service Provider.** Service Providers are non-CFPB entities that support the CFPB mission and information systems. These are any individual or other legal entity that (1) directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or (2) conducts business, or reasonably may be expected to conduct business, with the Government as an agent or representative of another service provider.
- k. Service providers are classified one of two ways: contracted or shared.

1. Contracted Service Provider. A Contracted Service Provider (CSP) is a general term used to refer to outsourced business processes supported by private sector information systems, outsourced information technologies, or outsourced information services. A CSP performs clearly defined functions for which there are readily identifiable security considerations and needs that are addressed in both acquisition and operations. With the exception of material consequential to the contract, many CSPs conduct operations using Government Furnished Equipment (GFE). However, some CSPs may perform its own purchasing activities independent of government control in which case they would not use GFE.
2. Shared Service Provider. A Shared Service Provider (SSP) is another federal agency functioning as a service provider for the CFPB. The CFPB and other federal agency would sign a Memorandum of Understanding (MOU), Interagency Agreement (IAA) or Data Exchange Agreement.

## **19.2 General Requirements**

- a. The service provider shall be responsible for adhering to CFPB information technology (IT) security requirements for all information systems connected to a CFPB network or operated by the service provider for, or on behalf of, the CFPB, regardless of location. This clause applies to all or any part of the contract that includes information technology, information resources or services for which the service provider must have physical or electronic access to CFPB information.
- b. CFPB information technology and information assigned to service providers shall remain in the United States. The maintenance, operation, and/or processing of said technology and information must take place, and originate from, within the United States.
- c. The service provider shall maintain a complete and accurate inventory of all CFPB-provided information resources. The inventory shall be made available for inspection immediately upon request by the CFPB.

- d. The service provider facility hosting CFPB information resources must meet all applicable federal, state, and local zoning, environmental, and building laws and regulations. The facility must include protection against unauthorized access at all hours, including alarms and notification systems should such protection be breached.
- e. Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.
- f. The service provider shall ensure that its employees, in the performance of the contract, receive and document annual information security awareness training in accordance with Office of Management and Budget (OMB) Circular A-130 and Federal Information Security Management Act of 2002 (FISMA) requirements.
- g. The service provider shall grant the Government access to all facilities and information resources used in support of the contract. The CFPB shall conduct annual reviews to ensure that the security requirements in the contract are implemented, enforced, effective, and operating as intended. These reviews include, but are not limited to, comprehensive technical testing of the control environment used to safeguard CFPB information resources.
- h. At the expiration of the contract, the service provider shall return all CFPB information resources provided to, or generated by, the service provider during the period of the contract. The service provider shall provide certification that all CFPB information has been sanitized from any non- GFE information system in accordance with CFPB standards and procedures. All equipment sanitization procedures must be environmentally sound as outlined by the U.S. Environmental Protection Agency (EPA).
- i. The service provider shall comply with the terms of the Government-furnished property clauses in this contract for any CFPB-issued IT that is lost, stolen, missing, unaccounted for, or damaged.

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

the service provider, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

### **19.3 Additional Requirements**

- a. The service provider shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's Service Provider Self-Assessment prior to or concurrent with the execution of the contract.
- b. The service provider shall maintain a computing environment with adequate security at all times. This includes, but is not limited to, the description and documentation of the processes and procedures that will be followed to ensure the security of IT resources that are developed, processed, transmitted, used, or maintained under this contract and comprehensive technical testing of the contractor's computing environment by the CFPB.
- c. Prior to the execution of the contract, the CFPB may validate adequate security controls in the contractor environment. When a validation is required, the validation will be conducted by the CFPB as part of an on-site inspection process.
- d. The contractor agrees to demonstrate, to personnel authorized by the CFPB, the technical, operational, and management safeguards that protect the confidentiality, integrity, and availability of CFPB information that it develops, processes, transmits, uses, or maintains during the execution of this contract.
- e. The on-site inspection serves to ensure the computing environment complies with Federal laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (FISMA); and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130, FIPS Publications 199 and 200, and Department of the Treasury Directive 85-01. Copies of these documents are maintained by the CFPB Office of Cybersecurity and are available upon request. Failure to maintain compliance with applicable statutes, regulations, and guidance may be cause for contract termination.

- f. The service provider must maintain an active information security program. The program shall specifically address methods regarding handling and protecting CFPB information at the contractor's site (including any information stored, processed, or transmitted using the contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
  - g. The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by the contract as deemed necessary.
  - h. The service provider shall, at its own expense, take action to mitigate any harmful effect that is known to the service provider of a use or disclosure of CFPB information by the contractor in violation of the requirements of this clause.
- 19.4 Obligations of the CFPB. The CFPB Office of Cybersecurity maintains information on current information security requirements and standards and will provide details upon request. The service provider will be notified of any substantive changes to information security requirements that have a significant impact on the Service Provider's information security obligations under the contract. The CFPB will evaluate the need for a new on-site inspection at a minimum once each year. The CFPB in its sole discretion may determine that a new on-site inspection is necessary.

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## 20.0 Organizational conflict of interest (April 2015)

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

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## 21.0 Phase in/Phase out period (If applicable)

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the contractor shall have personnel on board, during the

(Specify the time period, e.g., sixty (60) day, thirty (30) day, etc.)

phase in/ phase out periods. During the phase in period, the contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

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## 22.0 Universal access and design (April 2015)

(To be used whenever EIT deliverables are within the scope of work)

- 22.1 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.
- 22.2 The contractor 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 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.
- 22.3 All EIT deliverables produced by the contractor 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.



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## 23.0 Electronic submission of payment requests (April 2015)

- a. Definitions. As used in this clause (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.
- b. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto: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.

23.1 **Payment and invoice questions.** For payment and invoice questions, go to <https://www.ipp.gov> or contact the Accounting Services Division at (304) 480-8000 option 7 or via email at [AccountsPayable@fiscal.treasury.gov](mailto:AccountsPayable@fiscal.treasury.gov).

### 23.2 **Overpayments.**

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

from the Contractor's account will usually occur within twenty-four hours and will be shown on the regular account statement.

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

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## **24.0 Public release of contract (April 2015)**

CFPB is dedicated to transparency and plans to make the award document available to the public after award. If selected, the Contractor agrees to electronically submit to the CFPBprocurement@cfpb.gov mailbox, within ten business (10) days from the date the contract is awarded (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of CFPB. In the interest of transparency, only necessary redactions may be proposed. If the Contractor does not timely submit this contract deliverable, CFPB may construe such inaction to indicate that the Contractor has no objection to CFPB publicly disclosing such contract without redaction, and CFPB may do so without further notification to the Contractor. CFPB reserves the right to disclose any award document information that it deems appropriate in accordance with the law.

The Contractor further agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, if any, including any applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged

or confidential. Information provided by the Contractor in response to this contract requirement might be subject to disclosure under the FOIA. CFPB will carefully consider all proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the contract may be properly withheld.

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## **25.0 Inspection of books & records (April 2015)**

- 25.1 This clause is applicable to any contractual vehicle, regardless of the amount or the manner into which it was entered.
- 25.2 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.
- 25.3 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.

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

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

25.4.2 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.

25.4.3 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.

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## **26.0 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 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.

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## **27.0 Agency-Level Protest Clause (APR 2015)**

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

The Bureau is committed to independent, impartial, and swift resolution of agency-level protests. The CO will make his/her best efforts to resolve agency protests within thirty-five (35) calendar days after the protest

is filed. If an appeal is filed, the Bureau's SPE shall make best efforts to resolve the appeal within fifteen (15) calendar days after the appeal is filed. The CFPB encourages open communication with prospective or unsuccessful bidders and encourages the agency-level process as a means to resolve protests.

Protests filed with the Bureau shall be concise and logically presented to facilitate review. To be considered valid, a Protestor must include the following information as part of its protest:

1. Name, address, and telephone numbers of the protesters
2. Identifying number of the solicitation or contract at issue
3. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester
4. Copies of relevant documents
5. Request for a ruling by the CFPB
6. Statement as to the form of relief requested
7. All information establishing that the protester is an interested party for the purpose of filing a protest
8. All information establishing the timeliness of the protest

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

In all other cases, protests must be filed no later than ten (10) calendar days after the interested party knew or should have known the basis of protest, whichever is earlier. If the procurement was conducted on the basis of competitive proposals and the protester has requested a debriefing to which it is entitled, the protester must file no later than five (5) calendar days after the date on which the debriefing was held.

An appeal of a CO protest decision must be filed within three (3) calendar days from receipt of the CO's protest decision. An agency appellate review of the CO's decision on the protest does not extend GAO's timeliness requirements.

When a filing deadline falls on a weekend or Federal holiday, the filing deadline is extended to the next business day.

Documents received after close of business are considered filed as of the next day. Unless otherwise stated, the Bureau close of business is presumed to be 4:30 p.m., Eastern Time.

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

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## **27.0 Records Management (APR 2015)**

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor



(and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

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## **28.0 Good faith effort (APR 2015)**

Insert the following language in the text of, or as an attachment to, all solicitations (and resultant contract) for contract awards over \$150,000.

I. Certification

Upon receipt of a contract award exceeding \$150,000 in value, the Contractor must submit documentation to the Consumer Financial Protection Bureau (CFPB) certifying:

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

II. Definitions

For the purposes of this certification,

- a. "Minority" shall have the meaning set forth in Section 342 (g) of the Dodd- Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. 5452(g); and
- b. "Good Faith Effort" shall include actions by the contractor, consistent with applicable law, intended to identify and, if present, to remove barriers to minorities and women within its workforce or expand employment opportunities for minorities and women within its

workforce by means such as recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

### III. Good Faith Efforts Contractor Obligations

- a. Prime Contractor. For prime contracts having a dollar value exceeding \$150,000, the Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce.
- b. Subcontractors. The Contractor shall insert the substance of the above clause as a contractual condition in all subcontracts under this Contract that have a dollar value exceeding \$75,000.
- c. Good Faith Effort to Comply. The Contractor shall provide documentation below, at no additional cost to the Government, summarizing the actions it (and as applicable, its subcontractors) have undertaken reflecting its Good Faith Effort to comply with the aforementioned provisions. For purposes of this contract, "Good Faith Effort" shall include actions by the Contractor intended to identify and, if present, to remove barriers to minority and women employment or to expand employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

### IV. Required Documentation for Certification

The following documentation, at a minimum, is required to demonstrate "Good Faith Effort" and shall be signed by a company official with appropriate authority:

- a. The total number of Contractor's employees broken down by position, race, ethnicity, and gender

1. For contractors that have 100 employees or more, submit the US Equal Employment Opportunity Commission Employer Information Report EEO-1;
  2. Contractors are to submit the Department of Labor Office of Federal Contract Compliance Program (OFCCP) Affirmative Action Plan;
- b. A list of subcontracts awarded under the Contract that includes: dollar amount, date of award, and subcontractor's minority and/or women ownership status;
  - c. A list or documentation showing a good faith attempt by the Contractor to reach out to and recruit subcontractors with minority and/or women-ownership status;
  - d. With respect to subcontracts exceeding \$75,000, the total number of subcontractor's employees broken down by position, race, ethnicity, and gender; and
  - e. Actions taken and plans made by the Contractor, consistent with applicable law, intended to identify and, if present, to remove barriers to minorities and women within its workforce or to expand employment opportunities for minorities and women within its workforce by means such as recruiting minorities and women, providing job-related training or other activities that that could lead to those results.

V. Failure to Comply

- a. Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. 5452(c)(3), a failure to demonstrate to the Director of the CFPB Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may be cause for contract termination, referral to the Office of Federal Contract Compliance Programs, or other appropriate action.
- b. Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that order.

## VI. Submission

- a. Contractors are required to electronically submit the certification within fourteen (14) business days after the effective date of the contract award and continue submitting annually on the anniversary of the effective date of the contract until contract expiration or termination.
- b. Good Faith Effort documentation templates are available at <http://www.consumerfinance.gov/doing-business-with-us/>.
- c. Contractors shall electronically submit the required documents to the Contracting Officer and CFPB\_OMWI@cfpb.gov. The electronic PDF formal submission must also contain within the body of the email:
  - 1. In the subject headline "Good Faith Effort Certification for Contract # (Insert Referenced Contract Number)".
  - 2. Company Information: Company Name, Contact Name, Title, Phone Number, Email Address, Mailing Address, Website and DUNS Number.

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## **29.0 Contractor publicity (May 2015)**

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



CFPB

# **CFPBuy Request Control Sheet**

Purchase Requisition Form for IRB # 2013999

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## Section 1: Tell us *what* and *why* you need to buy

Project / IRB title

Budget line title

Budget line ID

Name of person requesting this Buy

Email

Phone Number

Name of COR for this Buy

Email

Phone Number

Which program office/internal organization is funding this Buy?

Amount requested for the Buy

Start Date (for amount requested)

End Date (for amount requested)



**Contract/Agreement # \***

**Contractor/Servicing Agency \***

**List the total obligations to date for this Buy \***

\* Applicable only to existing contracts/agreements

**Type of Action**

**Type of Buy**

**Does this Buy involve/handle sensitive data?**

**If yes, what type of sensitive data?**

Yes

No

**Does the Action have both signatures?** (Only applicable to Intra-Agency Agreements)

Yes

No

**Is this Buy compliant with Federal Security Requirement & Guidelines?**

Yes

No

**Does this Buy support the Continuity of Operation's Plan's (COOP) mission essential functions?**

(If the Buy is not related to CR, T&I or OCFO, then your response is likely "False". OHC items should be coordinated with OCFO).

Yes

No

**Describe what you are buying (including anticipated benefits/value).**

How did you identify the need for this Buy?

**How did you estimate the cost for this Buy?**

Please be as specific as possible by providing information from the Independent Government Cost Estimate and attaching all supporting documents (including IRB cases) to this form.

---

## Section2: Tell us how to fund this Buy

**Is this action within the approved financial plan amount for this fiscal year?**

Yes      No

If you answered "No," please reference the applicable financial plan line item from which you are requesting to transfer funds.

Will the vendor receive payment before goods/services are received (i.e., prepayment or advance payment)?

Yes      No      Maybe

---

### Section 3: Tell us if the IRB reviewed this Buy\*

\*Only applicable to certain Buys. Ask the Budget team if you need clarification.

Does this Buy need IRB approval?

Yes      No      Maybe

IRB review status

IRB approval date

IRB Number

---

## Section 4: Program office approval

Program office approval

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## Section 5: OCFO use only

Requisition #

CFPB Account

Budget analyst #1 signature

Budget analyst #2 signature

Budget Director signature (\$500k or more)



CFPB

# Acquisition Plan Template A

Form for acquisitions worth < \$2.5 million

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## What is an acquisition plan?

An Acquisition Plan is a document that integrates the efforts of all personnel responsible for significant aspects of an acquisition to ensure that the Government meets its needs in the most effective, economical, and timely manner. Acquisition planning should begin as soon as the agency need is identified. In developing the plan, the project manager should:

- Form a team consisting of all those who will be responsible for significant aspects of the acquisition, such as contracting, budget, legal, and technical personnel.
- Review previous plans for similar acquisitions and discuss them with the key personnel involved in those acquisitions.
- Make every effort to avoid issuing requirements on an urgent basis or with unrealistic delivery or performance schedules, since it generally restricts competition and increases prices, among other consequences.

The plan should address all the technical, business, management, and other significant considerations that will control the acquisition. The specific contents of an acquisition plan will vary, depending on the nature, circumstances, and stage of the acquisition. Acquisition plans for service contracts or orders must describe the strategies for implementing performance-based acquisition methods or must provide a rationale for not using those methods. Additionally, any plan for a cost-reimbursement or a limited competition strategy must be adequately justified.

Acquisition plans should be updated throughout the pre-award process as additional information becomes available and as various decisions are made. The final acquisition plan must be signed by the project manager, the contracting officer, and the Small Business Specialist (if applicable) prior to issuance of the solicitation.



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## Plan templates

We've tried to simplify the plan-writing process for you by providing two templates. Use this template, Template A, for acquisitions that are less than \$2.5 million. (For acquisitions worth \$2.5 million or more, use Template B.)

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## Acquisition Plan (Template A) for acquisitions < \$2.5 million

Office name

Project title

Estimated value (Must be less than \$2.5 million)

Award date (anticipated)

Project Manager name

Project Manager signature

Date

Contracting Officer name

Contracting Officer signature

Date

---

## Section A: Acquisition background and objectives

### **1.0 Statement of need and description**

Introduce the plan by a brief statement of need.

Summarize the technical and contractual history of the acquisition.

Discuss feasible acquisition alternatives, the impact of prior acquisitions on those alternatives, and any related in-house effort.

Provide description of the requirement.

## **2.0 Applicable conditions**

State all significant conditions affecting the acquisition, such as:

- 2.1 Requirements for compatibility with existing or future systems or programs; and
- 2.2 Any known cost, schedule, and capability or performance constraints.

### **3.0 Cost**

Set forth the established cost goals for the acquisition and the rationale supporting them, and discuss related cost concepts to be employed.

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## **Section B: Market research results**

State what market research was conducted. Consider the following:

- 1.0 Whether commercial items or non-developmental items are available to meet the Government's needs or could be modified to meet the Government's needs.
- 2.0 Customary practices regarding customizing, modifying, or tailoring of items to meet customer needs and associated costs;

- 3.0 Customary practices, including warranty, buyer financing, discounts, contract type considering the nature and risk associated with the requirement, etc.
- 4.0 Availability of items that contain recovered materials and items that are energy efficient;
- 5.0 Requirements of any laws and regulations unique to the item being procured;
- 6.0 Distribution and support capabilities of potential suppliers, including alternative arrangements and cost estimates; and
- 7.0 Size and status of potential sources.

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## Section C: Action plan

### 1.0 Sources

Indicate the prospective sources of supplies or services that can meet the need. Consider required sources of supplies or services (see Part 8) and sources identifiable through databases including the Government-wide database of contracts and other procurement instruments intended for use by multiple agencies available at <https://contractdirectory.gov/contractdirectory/>.

Include consideration of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns (see Part 19), and the impact of any bundling that might affect their participation in the acquisition (see 7.107) (15 U.S.C. 644(e)). When the proposed acquisition strategy involves bundling, identify the incumbent contractors and contracts affected by the bundling. Address the extent and results of the market research and indicate their impact on the various elements of the plan (see Part 10).



## **2.0 Competition**

- 2.1 Describe how competition will be sought, promoted, and sustained throughout the course of the acquisition. If full and open competition is not contemplated, cite the authority in FAR 6.302, discuss the basis for the application of that authority, identify the source(s), and discuss why full and open competition cannot be obtained.
- 2.2 Identify the major components or subsystems. Discuss component breakout plans relative to these major components or subsystems. Describe how competition will be sought, promoted, and sustained for these components or subsystems.
- 2.3 Describe how competition will be sought, promoted, and sustained for spares and repair parts. Identify the key logistic milestones, such as technical data delivery schedules and acquisition method coding conferences that affect competition.
- 2.4 When effective subcontract competition is both feasible and desirable, describe how such subcontract competition will be sought, promoted, and sustained throughout the course of the acquisition. Identify any known barriers to increasing subcontract competition and address how to overcome them.

### **3.0 Contract type selection**

Discuss the rationale for the selection of contract type. For other than firm-fixed-price contracts, see FAR 16.103(d) for additional documentation guidance. Acquisition personnel shall document the acquisition plan with findings that detail the particular facts and circumstances, (e.g., complexity of the requirements, uncertain duration of the work, contractor's technical capability and financial responsibility, or adequacy of the contractor's accounting system), and associated reasoning essential to support the contract type selection. The contracting officer shall ensure that requirements and technical personnel provide the necessary documentation to support the contract type selection.

### **4.0 Inherently governmental functions**

Address the considerations given to [Subpart 7.5](#). Also mention and/or reference the service contract code worksheet approval if applicable here.

## **5.0 Other considerations**

- 5.1 Standardization concepts;
- 5.2 The industrial readiness program;
- 5.3 The Defense Production Act;
- 5.4 The Occupational Safety and Health Act;
- 5.5 Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act) (see Subpart 50.2);
- 5.6 Foreign sales implications;
- 5.7 Special requirements for contracts to be performed in a designated operational area or supporting a diplomatic or consular mission;
- 5.8 Section 508 requirements; and
- 5.9 Any other matters germane to the plan not covered elsewhere.

## **6.0 Milestones for the acquisition cycle**

Address the following steps and any others as appropriate:

- Acquisition Plan approval.
- Performance Work Statement.
- Completion of acquisition-package preparation.
- Purchase request.
- Justification and approval for other than full and open competition where applicable and/or any required D&F approval.
- Issuance of synopsis.
- Issuance of solicitation.
- Evaluation of proposals, audits, and field reports.
- Beginning and completion of negotiations.
- Contract preparation, review, and clearance.
- Contract award.

