## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

1. REQUISITION NUMBER: 13PR-OFS-076



2. CONTRACT NO: GS-02F-0405D

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER: TOFS-13-G-0002

5. SOLICITATION NUMBER: TOFS-13-S-0001

6. SOLICITATION ISSUE DATE: 05/16/2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME: DIANE BRADLEY; b. TELEPHONE NUMBER (No collect calls):

8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY — CODE TDP-IRS

INTERNAL REVENUE SERVICE
6009 OXON HILL ROAD
SUITE 500
OXON HILL MD 20745

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 511120
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. [ ] THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

Beverly Anderson, COR
Office of Financial Stability
1801 L Street, NW
Washington DC 20036

16. ADMINISTERED BY — CODE TDP-IRS

INTERNAL REVENUE SERVICE
6009 OXON HILL ROAD
SUITE 500
OXON HILL MD 20745

17a. CONTRACTOR/OFFEROR — CODE 148508286 — FACILITY CODE

WEST PUBLISHING CORPORATION
Attn: Chris Gangl
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO. 651-244-6590

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE ARC/ASD/OFS

ARC/ASD/OFS
ARC/ASD/OFS, AVERY 3G
P.O. BOX 1328
ACCOUNTSPAYABLE@BPD.TREAS.GOV
PARKERSBURG WV 26106-1328

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Department of the Treasury, Office of Financial Stability<br><br>Subscription service for the Anti Fraud Unit to perform background check investigations and analysis on individuals and companies.<br><br>Accounting Info:<br>OFS0128DB1313XX-2013-61000001-251001-OFSAD00000000-OFS1231160-XXXXXXXXXXXX-XXXXXXX-XXXXXXXXX-XXXX-XX<br>Continued ... | | | | |

*(Use Reverse and/or Attach Additional Sheets as Necessary)*

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only): [redacted]

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. ________ OFFER DATED ________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: John Nelson

30b. NAME AND TITLE OF SIGNER (Type or print): John Nelson--Director, Contracts and Compliance

30c. DATE SIGNED: 6/12/2013

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): David Gill

31b. NAME OF CONTRACTING OFFICER (Type or print): DAVID I. GILL

31c. DATE SIGNED: 6/13/2013

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXX-XXXXXXXXX<br>Period of Performance: 07/01/2013 to 06/30/2018 | | | | |
| 0001 | 4 Users - CLEAR Data subscription for Anti Fraud Unit (Base Year)<br><br>Period of Performance: 07/01/2013 to 06/30/2014 | | | | [redacted] |
| 0002 | 4 Users - CLEAR Data subscription for Anti Fraud Unit (Option Year 1)<br>Amount: [redacted] (Option Line Item)<br>Period of Performance: 07/01/2014 to 06/30/2015 | | | | 0.00 |
| 0003 | 4 Users - CLEAR Data subscription for Anti Fraud Unit (Option Year 2)<br>Amount: [redacted] (Option Line Item)<br>Period of Performance: 07/01/2015 to 06/30/2016 | | | | 0.00 |
| 0004 | 4 Users - CLEAR Data subscription for Anti Fraud Unit (Option Year 3)<br>Amount: [redacted] (Option Line Item)<br>Period of Performance: 07/01/2016 to 06/30/2017 | | | | 0.00 |
| 0005 | 4 Users - CLEAR Data subscription for Anti Fraud Unit (Option Year 4)<br>Amount: [redacted] (Option Line Item)<br>Period of Performance: 07/01/2017 to 06/30/2018<br>Contract Type: Firm-Fixed Price<br><br>Continued ... | | | | |

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 |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ 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 |

NAME OF OFFEROR OR CONTRACTOR

WEST PUBLISHING CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Advance payments are authorized for this publications subscription in accordance with Federal Acquisition (FAR) 32.404 for the base year and for the option years (if exercised/funded).<br><br>This task order utilizes the Federal Supply Schedules Program. "Open market items" are not authorized on this task order. Open market items are also known as incidental items, noncontract items, non-Schedule items, and items not on a General Services Administration (GSA) Schedule contract.<br><br>The total amount of award: [redacted] The obligation for this award is shown in box 26. | | | | |

**STATEMENT OF WORK**
**SUBSCRIPTION SERVICES FOR ANTI FRAUD UNIT**

## STATEMENT OF NEED/DESCRIPTION OF REQUIREMENT:

In connection with its administration of the Troubled Asset Relief Program (TARP) programs pursuant to the mandates of the Emergency Economic Stabilization Act of 2008 (EESA) – to protect taxpayer dollars and promote transparency, accountability and efficiency – the United States Department of the Treasury's Office of Financial Stability (OFS) does not tolerate fraud, waste or abuse against TARP programs by TARP recipients or by third parties. As such, it has established an Antifraud Unit, whose investigative staff is charged with the following responsibilities, among others:

(1) Undertaking actions designed to investigate fraud, including conducting preliminary investigations of suspected fraud by recipients of TARP funds or by third party persons or entities attempting to misrepresent their association with TARP and make investigative case referrals to the applicable law enforcement, regulatory, self-regulatory, or licensure bodies, where it finds credible evidence of fraud;

(2) Cooperating with specific requests by the SIGTARP's Investigations Division and/or the Treasury Inspector General to assist with Antifraud Unit case referrals by providing additional investigative support, where appropriate;

(3) Participating on special Federal task forces created to combat financial fraud by sharing information, where appropriate, and using shared information to enhance controls to help in the prevention, detection and monitoring of fraud as it relates to TARP programs;

(4) Undertaking actions designed to detect and mitigate fraud, including conducting due diligence assessments of actual or potential TARP recipients pursuant to the requests of supervisory level (or senior) OFS Compliance personnel or relevant Program Leads.

In discharging these critical functions, the OFS Antifraud Unit requires a monthly subscription service for four (4) users to access research tools and databases that contain Personally Identifiable Information (PII). The Treasury Antifraud Unit is routinely asked to conduct investigations into allegations of fraud involving the TARP programs, as well as to perform more general "due diligence" investigations and analyses of individuals contemplating involvement with one or more TARP-funded enterprises. In order to effectively research and investigate individuals and businesses, the Antifraud Unit needs access to research tools and databases that contain Personally Identifiable Information (PII) with capabilities that exceed what is commonly available on public internet websites or through web searches.

**Therefore service must, at a minimum, provide the following capabilities:**

- **Datasets that provide identifying information about persons or businesses, updated frequently (at least monthly or more frequently wherever possible) with the ability to filter results. The datasets should include, at a minimum:**
    - Business entity information from state secretary of state and federal records, including but not limited to: new and updated filings, FEIN/Tax IDs, corporate ID. This also includes other corporate data such as executive affiliations and bios, stock, business finder information and more.
    - Records for more than 25 million businesses covering public companies in the United States, as well as privately help domestic companies and companies in the UK, Canada and Europe.
    - Telephone information including "reverse" telephone look-ups.
    - Address information.
    - Web analytics involving deep searches of the internet for references to the person(s) or business, including but not limited to: email addresses, social networks, blogs, watch lists and the like.
    - Office of Foreign Asset Control (OFAC) listing or global sanctions listings.
    - Addresses (current and historical). Addresses associated with subject(s) should be available via online "mapping" service to provide a geographical context for an address and its surroundings.
    - Criminal background records and information, including records at the federal, state and/or local level wherever possible.
    - This should also include up-to-date information about "bookings," including arrests, arraignments and first appearances.
    - Sanctions or other disciplinary actions from professional licensure bodies including but not limited to: Financial Industry Regulatory Authority (FINRA) and State broker/dealer records, state bar licensing authorities (attorney disciplinary proceedings), state departments of real estate and/or state offices of financial regulation.
    - SSN and EIN information.
    - Court-related Records: Bankruptcy Filings; Dockets; Uniform Commercial Code (UCC) filings; Liens, judgments and lawsuits filed against the person or business.

- Asset data (real property, automobiles, aircraft, watercraft, unclaimed assets).
- License data (professional, marriages, divorces, motor vehicle).
- Current and historical news from thousands of global and domestic news sources.
- Utility records, updated daily.
- Credit header data.
- Mobile and land line phone records data, updated daily.
- Healthcare data sets including national provider identifiers and sanctions data.

- **A checklist of datasets that can be potential red flags for a person or business, in order to determine where to focus investigative efforts, updated frequently (at least monthly or more frequently wherever possible), including a module which provides:**
  - Office of Foreign Asset Control (OFAC) listing or global sanctions listings.
  - Associates with OFAC or global sanctions listings.
  - High Risk Addresses or associates or relatives with high risk addresses
  - Criminal background records and information.
  - Sanctions or other disciplinary actions from professional licensure bodies.
  - SSN information including indications for: multiple SSNs, SSNs matching multiple individuals, SSNs recorded as deceased, age younger than SSN issue date, SSN format is invalid.
  - Bankruptcy Filings; Liens, judgments and lawsuits filed against the person or business.

- **Datasets that provide relational information about persons or businesses, including a module within which:**
  - Users must be able to create visual relationships among parent and subsidiary companies, including ownership by companies and other individuals. Users need to have the ability to run searches directly from this module or dataset.
  - Graphic display is available to visualize connections between people and businesses from a variety of sources including court-related records (dockets, bankruptcy, UCC), business data (corporate data, executive affiliations and bios, stock, business finder information and more), asset data (real property, aircraft, watercraft, unclaimed assets) and license data (professional, marriages, divorces). Users need to be able to actively search within the graphical display and link to at least 10 iterations from the original subject.
  - Negative (or any) news searched and tracked from thousands of global and domestic news sources, including current and historical news, for persons or businesses programmed by the user. This module must allow users to filter and sort news results, view the underlying news pieces and print search results.

  - Quickly scan a list of the subject (person or business) associates for inclusion on OFAC or other sanctions list in order to assess potential negative affiliations with people and/or businesses. Users must also be able to search within the module for additional information on an associate.

- **The tool also should have alerts features which allow users to be notified if information about a person or business changes. The alerts features shall be allowed for 300 persons or businesses.**

- **The tool should provide real-time access to data wherever available including to credit header data, vehicle registration data and phone data (including mobile phones).**

- **The tool must be available via a user-friendly interface that allows for streamlined search results and highlighting of key data points and other summary information from multiple sources.**

  **The tool shall be supported by a product service team that responds to user questions and concerns to provide real time guidance and trouble-shooting as needed. The product service team shall respond in a professional matter within 60 minutes and shall be capable of responding anytime (24x7x365) during the period of performance.**

- **Each dataset and module within the tool should be able to generate comprehensive reports for persons and/or businesses and the user must be able to generate one report using information from multiple modules.**

## Federal Acquisition Regulation Clauses

**FAR 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 15 days.

(End of Clause)

**FAR 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

## Other Clauses (Department of Treasury Acquisition Regulation and other agency clauses)

**DTAR 1052.232-7003 Electronic submission of payment requests (Jul 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.

(2) [Reserved]

(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.

(End of clause)

**DTAR 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.

(End of clause)

**IR1052.239-9008 Section 508 - Information, Documentation, and Support (Sep 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board s Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in the statement of work. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods
upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of clause)

**IR1052.239-9009 Section 508 Conformance (SEP 2006)**

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in the contractor's Voluntary Product Accessibility Template (VPAT) – dated May 23, 2012.

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

___ 1194.21, Software applications and operating systems.
__(a) __(b) __(c) __(d) __(e) __(f) __(g) __(h) __(i) __(j) __(k) __(l)

___ 1194.22, Web-based intranet and internet information and applications.
_x_(a) _x_(b) _x_(c) _x_(d) _x_(e) _x_(f) _x_(g) _x_(h) _x_(i) _x_(j) _x_(k)
_x_(l) _x_(m) _x_(n) _x_(o) _x_(p)

___ 1194.23, Telecommunications products.
__(a) __(b) __(c) __(d) __(e) __(f) __(g) __(h) __(i)
__(j) __(k) - __(k:1) __(k:2) __(k:3) __(k:4)

___ 1194.24, Video and multimedia products.
__(a) __(b) __(c) __(d) __(e)

___ 1194.25, Self contained, closed products.
__(a) __(b) __(c) __(d) __(e) __(f) __(g) __(h) __(i) __(j)

___ 194.26, Desktop and portable computers.
__(a) __(b) __(c) __(d)

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 following functional performance criteria (36 CFR 1194.31) apply to this contract.

_X_ (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

_X_ (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

_X_ (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

_X_ (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

_X_ (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

_X_ (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

(End of clause)

**Public-Release Contract Version Requirement**

Public-Release of Contract Document

This contract action utilizes Troubled Asset Relief Program (TARP) funds authorized by 110 P.L. 343. The program requires a high level of transparency and TARP contract documents are posted publicly at http://www.financialstability.gov or at another location designated by Treasury.

The Contractor agrees to submit to the CO and COTR, within ten business (10) days from the date of award (exclusive of Saturdays, Sundays, and federal holidays), a .pdf file of the fully executed contract, blanket purchase agreement, or 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 Treasury. The .pdf file must have searchable text and generally be compliant with the accessibility requirements in Section 508 of the Rehabilitation Act, 29 U.S.C. § 794(d). 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 Treasury 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 document may be properly withheld.

**Storing of Searches**

The contractor shall not track or store any information relating to searches of its database preformed by Office of Financial Stability (OFS).