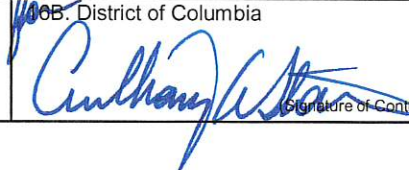


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Solicitation Number CFOPD-19-I-055		Page of Pages	
				1	Attachments
2. Amendment/Modification Number  Amendment No. 3	3. Effective Date  See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption  Due Diligence Investigative Services		
6. Issued by:  Office of the Chief Financial Officer Office of Contracts 1100 4 <sup>th</sup> Street SW Suite E610 Washington, DC 20024		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code)  ALL POTENTIAL OFFERORS  Code Facility		X	9A. Amendment of Solicitation No. CFOPD-19-I-055		
			9B. Dated (See Item 11) 09/23/19		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning a <u>1</u> written copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority) Administrative					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The above referenced solicitation to Due Diligence Investigative Services is hereby amended to effect the following changes (Attachment A) and response to inquiries received (Attachment B).  <b>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</b>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Drakus Wiggins			
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia 		16C. Date Signed October 11, 2019	

## ATTACHMENT A

**The following changes are hereby incorporated into the solicitation.**

1. Section I.3.1 is hereby amended to add the following sentence to the end of the section.

This indemnification clause will only be subject to criminal activity or willful misconduct by the Contractor or any other person acting for or by permission of the Contractor in the course of performing work under the Contract.

**ATTACHMENT B**

**The following responses to inquiries are hereby provided.**

Question 1. I am following up on your response regarding the Indemnification. We appreciate that you have now modified the language so that it would only apply to "criminal activity, negligence, or willful misconduct . . ." However, we remain troubled by the inclusion of the negligence standard. Again, we certainly have no expectation that we will be negligent. However, determinations of that kind will not be made by us, but by others and it is a very ambiguous and unpredictable standard. Moreover, the indemnification is triggered by "claims," even before any finding is made. We are very reluctant to subject ourselves to the potential liability that might arise under that standard, however remote. Accordingly, we ask that the "negligence" standard be removed. Thank you for your consideration.

Response 1. See Attachment A, Item 1.

Question 2. Can you also verify that the terms of the Fair Credit Reporting Act ("FCRA") will be inapplicable to our work?

Response 2. Fair Credit Reporting Act will apply to work in which a task order scope includes the collection and use of consumer credit information. OLG will be responsible for consumer disclosures required by law