

**THE CONSUMER FINANCIAL PROTECTION BUREAU'S
SEMI-ANNUAL REPORT TO CONGRESS**

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HEARING
BEFORE THE
COMMITTEE ON
BANKING, HOUSING, AND URBAN AFFAIRS
UNITED STATES SENATE
ONE HUNDRED THIRTEENTH CONGRESS
FIRST SESSION
ON
A REVIEW OF THE CFPB SEMI-ANNUAL REPORT TO CONGRESS

APRIL 23, 2013

Printed for the use of the Committee on Banking, Housing, and Urban Affairs



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THE CONSUMER FINANCIAL PROTECTION BUREAU'S SEMI-ANNUAL REPORT TO CONGRESS

TUESDAY, APRIL 23, 2013

U.S. SENATE,
COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS,
Washington, DC.

The Committee met at 10:03 a.m., in room SD-538, Dirksen Senate Office Building, Hon. Tim Johnson, Chairman of the Committee, presiding.

OPENING STATEMENT OF CHAIRMAN TIM JOHNSON

Chairman JOHNSON. Good morning. I call this hearing to order.

We have reviewed the CFPB's Semi-Annual Report and are here today to conduct regular oversight of the CFPB. This includes making sure that the agency continues to fulfill its mission of protecting consumers and empowering them to make responsible financial decisions, promoting fair competition in industry, and ensuring full access to financial services for all Americans.

Director Cordray, welcome back to the Committee. I know you share my commitment to transparency and accountability. In fact, this is the 32nd time that a CFPB official has appeared before Congress in just over 2 years and your 13th appearance. Rightly so, your agency's outreach and engagement with both consumers and industry representatives has been widely praised.

The CFPB has made significant progress in protecting consumers, including students, servicemembers, and older Americans. For example, the CFPB has developed a number of tools related to student lending, including the "Financial Aid Shopping Sheet", that will help students make the best choices as they pursue their dreams.

And since the CFPB opened its doors, it has obtained \$425 million of consumer refunds. That is \$425 million back into the hands of harmed consumers and back into the economy.

Earlier this year, the CFPB finalized rules to strengthen mortgage standards. This includes the Ability to Repay provision, which requires lenders to make a good-faith effort to determine whether a borrower can make his or her payments. These rules have been generally well received by consumer and industry groups alike, and I applaud the care the CFPB undertook in writing these rules. However, we must ensure that these rules do not have adverse impacts on lending in underserved areas, including rural areas. I look forward to hearing from Director Cordray on how this rule will im-

pact rural lending, which is an important issue for many in South Dakota.

Finally, Director Cordray, you have made comments about reducing regulatory burden on community banks and credit unions. I continue to be interested in your plans to make sure that rules strike the right balance, protecting consumers while addressing legitimate concerns smaller institutions may have.

You have proven day in and day out that you are well qualified for your position. Even my colleagues across the aisle concede this point. I hope we can provide the market the certainty it needs and consumers the cop on the beat they deserve by confirming you quickly. Thank you for your service, and I look forward to our ongoing work with you.

With that, I turn to Ranking Member Crapo.

STATEMENT OF SENATOR MIKE CRAPO

Senator CRAPO. Thank you, Mr. Chairman, and thank you, Mr. Cordray, for being here with us today. I appreciate it.

Mr. Chairman, this semi-annual briefing by the Consumer Financial Protection Bureau is very important to us to gain insight into what the agency is doing. As I have consistently stated in past hearings, we still have concerns with the structural nature of the agency. We continue to seek a change from the sole directorship to a board-like structure. It is also essential that the agency be a part of the appropriations process. And, finally, we believe that the prudential banking regulators should have a formal input into the Bureau's action where those actions affect safety and soundness.

And with regard to the President's recess appointment to the CFPB last year, my opinion has not changed. I continue to believe the recess appointment was unconstitutional.

Recently, agency officials have pointed out that they have testified more than 30 times before Congress in the past few years. And while this does give Congress an opportunity to hear directly from agency officials and is appreciated, it does not necessarily facilitate the in-depth discussion of the specific issues and concerns that we need.

Just last week, Bloomberg ran a lengthy article citing that the CFPB has allocated more than \$20 million for collecting and tracking customer credit card and spending habits for more than 10 million Americans. The size of this data collection and the amount of money being spent by the agency are a cause of concern for me—and should be for those Americans whose credit cards, checking accounts, and other financial data are being sent monthly to the CFPB.

Last month, I specifically asked the agency about this data collection, but the responses I received downplayed the nature and extent of it.

For example, I asked how many consumer accounts the CFPB is monitoring, and the agency declined to provide that information. Now we learn from the press that it is 10 million accounts, and perhaps even more.

This lack of candor and transparency of what the agency is doing and how it intends to use this personal financial data is troubling.

The Bureau was founded with a mission to watch out for American consumers, not to watch them.

Given that the CFPB's Inspector General has already identified data security issues at the Bureau, how can the consumer be assured that this information is indeed safe?

With regard to its regulatory role, in the past 2 years the Bureau has issued numerous new rulemakings, resulting in significant cumulative burden for affected institutions, especially our small and community banks that often have just a handful of employees.

In January alone, the Bureau finalized over 2,500 pages of new rules relating to mortgages through seven different rulemakings. I am concerned that, without strong cost/benefit analysis and input from small business panels in crafting rules, even well-intentioned rules could make consumer credit more expensive and less affordable.

That is why at two separate hearings last year I encouraged the CFPB to conduct a small business panel on the proposed qualified mortgage proposal to try to minimize unintended consequences. Many community bankers now warn that, despite limited QM exemptions for smaller institutions, they will no longer offer any mortgages outside the QM criteria, which will restrict their ability to meet the mortgage needs of the communities they serve.

Another issue concerning the agency has been identified by the agency's own ombudsman who recommended the CFPB needed to review and clarify the role of enforcement attorneys who attend supervisory exams. I look forward to hearing from you, Mr. Cordray, about how you plan to address the community bank concerns with the QM rules and how the CFPB is implementing the overall ombudsman's recommendations.

Specifically, I would like to hear how the Bureau is handling the examination concern raised by the ombudsman as well as whether the Bureau is concerned about the effect that the sheer presence of the enforcement attorneys may have on the integrity of the examination process.

I firmly believe that if the structure of the agency were changed, then it would become more open and transparent, and many of these issues would not need to be raised by Members of Congress. It is my hope that the Congress will move quickly to address and pass these reforms so that the Bureau can do what it was designed to do, and that is, to protect the American consumer.

Thank you, Mr. Chairman.

Chairman JOHNSON. Thank you, Senator Crapo.

Are there any other Members who wish to make a brief opening statement?

[No response.]

Chairman JOHNSON. I want to remind my colleagues that the record will be open for the next 7 days for opening statements and any other materials you would like to submit.

Mr. Richard Cordray is Director of the Consumer Financial Protection Bureau. Welcome back to the Committee, Director Cordray. You may begin your testimony.

**STATEMENT OF RICHARD CORDRAY, DIRECTOR, CONSUMER
FINANCIAL PROTECTION BUREAU**

Mr. CORDRAY. Thank you, Mr. Chairman, Ranking Member Crapo, and Members of the Committee. Thank you for inviting me to testify today about the Semi-Annual Report of the Consumer Financial Protection Bureau. My colleagues and I are always happy to testify before the Congress. Ranking Member, I would hope to have a chance to address each of the issues you raised in turn. If that requires several rounds of questioning, I am happy to do it. I think there are good answers to all of those issues that you raised.

Born out of the worst financial crisis since the Great Depression, the Consumer Bureau is the Nation's first Federal agency whose sole focus is protecting consumers in the financial marketplace. We are dedicated to improving the lives of everyday Americans and to restoring trust in consumer financial markets. The Semi-Annual Report we are discussing today embodies our work over the last 6 months of 2012.

The report illustrates the ways we are using the tools Congress has provided us to empower consumers and promote a fair, transparent, and competitive marketplace for consumer finance. We have taken steps to improve the workings of markets—particularly those in which consumers cannot choose their financial service providers.

One such market is debt collection. Concerned about systemwide problems that pose risks to consumers, we gained authority at the beginning of the year to supervise debt collectors. The debt collectors covered by our supervisory authority account for over 60 percent of the industry's annual receipts in that market. Bad actors in this market are a detriment to consumers and to every debt collector that operates lawfully.

We also expanded our supervision program to include the larger credit reporting companies. Credit reports have a profound impact on people's lives. Previously, these companies were not subject to any Federal supervision, and consumers often struggled to get errors resolved. In addition to our new supervision program, we began handling consumer credit reporting issues, all of which will open a clear window into the actual operations of these companies. As a result, the Bureau can now evaluate whether Federal consumer laws are being followed throughout the process, from credit origination to debt collection. By identifying problems and rooting them out early, we are working to try to minimize consumer harm.

Our report also encompasses the Bureau's first enforcement actions, which were against credit card companies that deceived and misled consumers. In some cases, the companies targeted economically vulnerable consumers with low credit scores and low credit limits. We were able to secure \$425 million in relief for 6 million consumers, and we also imposed penalties on the companies to deter such activity in the future. These actions will serve as a warning signal for anyone who seeks to profit by deceiving or misleading consumers.

In the second half of 2012, we also tackled issues in the market for private student loan debt, which currently totals about \$150 billion outstanding. Our studies detailed the struggles students and

recent graduates are experiencing in that market. Together with Education Secretary Arne Duncan, we made recommendations to Congress on commonsense reforms to ensure that the risky underwriting practices of the past are not repeated.

The work I am discussing here today is merely a snapshot of our efforts on behalf of consumers. We also are addressing consumer complaints on a growing number of financial products and services, totaling more than 130,000 to date. We have adopted comprehensive new mortgage regulations banning irresponsible lending practices that helped bring about the recent financial crisis. Our Ability-to-Repay rule, also known as the Qualified Mortgage rule, follows the simple principle that lenders should offer consumers mortgages they can actually afford to pay back. We have actively conducted outreach on various issues to older Americans, students, servicemembers, and others, and what we heard from them has guided the direction of our work.

Each day, we take another step in pursuit of our vision to create a consumer financial marketplace where customers can see prices and risks up front and easily make product comparisons; in which no one can build a business model around unlawful practices; and that works well for individual consumers, responsible businesses, and the economy as a whole. We will continue to persist in this work, and we appreciate your oversight. As always, I will be glad to answer your questions.

Thank you.

Chairman JOHNSON. Thank you very much for your testimony.

As we begin questions, I will ask the clerk to put 5 minutes on the clock for each Member.

Director Cordray, in both the CFPB's servicing rule and QM rule, you provide allowances for rural areas and community banks. I have heard from several constituents that the threshold for rural lending will limit lending by small banks and credit unions. How will those rules impact lending in rural or underserved areas? And what have you done to address these concerns? More specifically, why did you select a 5,000-loan threshold for defining small servicers?

Mr. CORDRAY. Thank you, Mr. Chairman. One of the objectives Congress set for us and requires us to do with every new regulation, in addition to assessing costs and benefits, is to assess impacts on smaller providers and also rural areas. This is something that we paid close attention to with the Qualified Mortgage rule and the servicing rule, as you mentioned.

That led us to write provisions into the rule that are specific and special to smaller providers and community banks that would recognize the role they play in some of the more challenging areas, such as rural areas and underserved areas, to underwrite loans. We provided a special provision for smaller institutions that has been repropounded, and will be finalized shortly, to recognize that if they are holding loans in portfolio and they are operating according to their traditional underwriting models, those are good loans. This is good lending, and it is sound lending that we want to encourage.

We took the original proposal that was produced by the Federal Reserve, which had a narrow definition of rural, and would have covered about 2 percent of the population, and we expanded that

tremendously to almost 10 percent of the population. We have heard further comments since then to suggest that we could have written that even bigger. That is something that we are looking at and thinking about as we get more comments, even after the rule has been finalized.

On the servicing rule, we originally proposed an exemption for smaller servicers, many of whom have very few foreclosures and a high-touch customer model, which is something we want to encourage, frankly, as a model to the larger servicers. We originally proposed an exemption for those that service 1,000 loans or fewer. After receiving comments from smaller providers—and we had SBREFA, a small business review panel, as Senator Crapo mentioned, on that rule—we ended up expanding that to those who service up to 5,000 mortgages. We estimate that this covers about 98 percent of the smaller providers. They are exempt from significant portions of that rule.

We are trying to be careful and sensitive to not having a one-size-fits-all approach and to recognizing that smaller lenders, particularly in rural areas, are of interest to Congress, they are of interest to the market, and they are of interest to consumers.

Chairman JOHNSON. Director Cordray, as you know, outstanding student loan debt now exceeds \$1 trillion. The CFPB recently asked for suggestions from the public on how to make student loan repayment more affordable. What does the Bureau plan to do next with regard to student lending? And what do you view as the biggest risks in this market?

Mr. CORDRAY. Thank you for the question. It has been an active area for the Bureau and for our Ombudsman of Students, which is a position that Congress created in the Bureau. There are several things. I will try to move through them quickly and am happy to have you follow up as you wish.

First of all, for those who are undertaking the decision whether to go to college and how to pay for higher education now, we have created new tools, such as the Financial Aid Shopping Sheet, which you mentioned. That has all been folded into a broader Paying for College module that is on our Web site. We are rolling this out to guidance counselors, teachers, parents, and young people themselves across the country right now as they are beginning to make these financial decisions for the coming school year.

Second, we have just put out a rule to be able to supervise student loan servicers, many of whom may be suffering some of the same problems that mortgage servicers had suffered as we hear from consumers around the country. We will be actively and directly examining them to make sure they are complying with the law.

On the proposal that you mentioned that we put out to gather thoughts and ideas from the public about what could be done about the existing student loan problem—which is burdening the economy, as the Federal Reserve has recognized in the past month, and is slowing down housing purchases and car purchases and other things—we have received a tremendous amount of interest. We had over 28,000 comments submitted on that proposal, which we are going through. We are working with a number of other entities, including Treasury and other parts of the Government and, of course,

the Department of Education to see what can be done to help address this problem. It is a work in progress.

Chairman JOHNSON. Senator Crapo.

Senator CRAPO. Thank you, Mr. Chairman.

I want to talk, first of all, Mr. Cordray, about the data collection issue that I raised in my opening statement. As I indicated, it appears that the agency is collecting data on at least 10 million Americans. In the Gramm-Leach-Bliley Act, Congress allowed consumers to opt out of having their personal consumer financial information shared with third parties. Shouldn't consumers be given the opportunity to opt out from having their financial information being shared with the Federal Government as a part of the CFPB's data collection efforts?

Mr. CORDRAY. Thank you for the question, Ranking Member Crapo. The story you adverted to in *Bloomberg*, which I also read, I think misunderstood a number of things about what the Bureau is doing, and I am happy to have the chance to clear that up.

Senator CRAPO. Please do.

Mr. CORDRAY. First of all, big data is the cutting edge of analysis and research right now in every field that involves analytics in this country. IBM, the big banks, and every company that deals with the public is gathering and crunching as much data as they can. I have seen figures that show that 90 percent of the data that exists in the world was created in the last 2 years. This is happening in the private sector. It is the way of the world. The big banks know more about you than you know about yourself, and me, too, as a consumer. The notion that the regulators would not keep up with them in trying to do our job of overseeing them I think would be quite misguided.

Now, what are we doing in terms of gathering data? First of all, I want to stress that the data we are talking about are anonymized. It is not personal identifiable information about individuals, so the notion that we are tracking individual consumers or somehow invading their privacy I think, is quite wrong.

Many of the data sources that we are accessing are commercial data sources, of which many entities are buying and selling the data in order to be able to analyze what it shows about the markets. For example, our credit card data comes from Argus, which is a source that is used by a number of other regulators, as well as by companies themselves. The National Mortgage Database that we are putting together is all about having the data to be able to do the things that Congress requires us to do and that you talk to me about frequently. You want us to do careful cost-benefit analysis. We cannot do that without good data. And, frankly, for the mortgage rules, we found that we need to develop a National Mortgage Database so that data is even better in the future.

Congress asked us to write reports. We have a report due later this year on the CARD Act and what the effect of the CARD Act has been. We cannot write a report like that and have it be meaningful and helpful to the Congress unless we can analyze the data to be able to see what the actual consequences have been.

This is the work we are doing and it is important for us to have data so that we can analyze it and we are not dependent on asking the financial institutions what they think. That is not the proper

role for a regulator. And, again, the data is typically anonymized. It does not go to you or me in particular, but it goes to consumers generally and is quite helpful and really essential to us to do our work.

Senator CRAPO. Well, I appreciate that response. Let us talk about the anonymity issue first. Again, my understanding from the Bloomberg article is that the CFPB has let a number of different contracts to different private sector entities to collect and store the enormous amount of data that the agency is collecting. Even if the data collected is not personally identifiable to the agency, isn't it possible for the CFPB to hire contractors to dig into this data and obtain personally identifiable information?

Mr. CORDRAY. I do not know if that would be possible or not, Senator. I am not sure that it would be. It certainly is not what we are doing and not what we are going to be doing. We have no interest in—how did you phrase it?—watching consumers. We do have an interest in understanding how financial products and services are affecting consumers. We have an interest in being able to do the kind of very meticulous cost-benefit analysis you want us to do as we write rules so we can get them right. We have an interest in making sure that the studies and reports Congress is asking us to do to help inform your policy decisions, which is the law that we follow, are on sound grounds and that we can see over time whether the objectives you are trying to achieve are being achieved. That is the work that we are doing.

Senator CRAPO. Well, I understand your point about the fact that collection of data is occurring at phenomenal rates in the private sector. I and I think many Americans are concerned about that as well. And the notion that the Government needs to keep up with the big data trend is one that I understand your point in terms of wanting to be able to regulate those in the private sector who are themselves collecting this data, but it seems to me that there is a huge issue here about whether the Federal Government should now be getting in a big way into the kind of data collection that you are talking about.

I see my time is up. I will come back to this in another round, and we can discuss it further.

Mr. CORDRAY. I look forward to that. Thank you.

Chairman JOHNSON. Senator Merkley.

Senator MERKLEY. Thank you very much, Mr. Chair. And thank you so much for your testimony and your leadership of the CFPB.

I wanted to first ask, following up on the data question, specifically about the complaints database. Can you just share a little bit about—first, I believe that there are no names attached to it, like who complained about what, that it is anonymous, but that it gives you kind of a—it gives everyone a sense of what consumers are most concerned about. If that is correct, can you confirm that it is anonymous? And, second, what are the top three or four concerns that you see coming out of that database?

Mr. CORDRAY. Thank you for the question, Senator. The database of consumer complaints, which is something that I think people are gradually getting used to, is analogous to what has been done for 40 years by the National Highway Traffic Safety Administration. What they have done has led to tremendous improvements in auto

safety, and the auto companies now embrace it, although they did not at first. It is also analogous to what the Consumer Product Safety Commission is doing to make sure that the public is aware of hazards of lead in toys and other types of things that maybe we were not aware of for 20 years, but are probably better off now to know about and be able to protect our children.

Similarly, what we are doing is, as we receive complaints, we scrub the complaints and remove any duplicates. We verify that there is a customer relationship between the complainant and the institution being complained about. We do anonymize that data. It does not reveal personally identifiable information. That is something we are very careful about, we are required by law to be careful about it, but also I frankly think it would bring the agency into disrepute if we were not careful about it.

There is a growing amount of information that that yields. I think at this point our consumer complaint database, when we broadened it a month ago, had 90,000 cumulative complaints. They are added day by day now, so the number of complaints may be closer to 100,000.

I will say this is nothing novel around the world. In the United Kingdom, their Financial Services Authority has been publishing complaint data about banks for years. In the most recent 6-month period, they published 3.4 million complaints about the banks.

Senator MERKLEY. I am a little worried about running out of time, so what are the three or four top issues, insights that have come from the database?

Mr. CORDRAY. First of all—and, frankly, your offices could probably tell us the same thing with the kind of inquiries you get from constituents—there is tremendous concern about mortgage servicing and a tremendous number of complaints and consumer harm in that area.

Secondly, on credit card complaints, I would say what it has actually showed us—this is somewhat surprising to me because I remember before the CARD Act this was a very controversial area for the public—that the complaints are down, I believe. This is showing better work by the companies, more careful attention to what the CARD Act now requires, and I think our report later this year will show that there has been real progress made there.

An interesting one for us, and fairly new and too preliminary to have much conclusions yet to draw, are credit reporting complaints. People generally are not aware of how significant an effect on their lives their credit reports have, but those that are have found a variety of errors. They are having trouble getting those errors corrected, and we are starting to hear about it as we started taking those complaints earlier this year.

This is information that is illuminating to us as we go about doing our work. We think, as a result, it is illuminating to companies about how they can better improve their processes. And I think it is illuminating to the public, who has a right to know this information and to make assessments accordingly. I think it is good all around and we should have more information rather than less.

Senator MERKLEY. Thank you. And since you mentioned it, the mortgage servicing is continuing to be an area of significant consumer concern, and certainly I still see that through our case

work—the calls our case work team gets. Some of the issues that have been raised in servicing are foreclosure mitigation discussions to try to make sure there is clear communication and all options have been pursued, and the dual track, which still exists to a degree. But any insights on the aspects of mortgage servicing that are particularly still troubling to consumers?

Mr. CORDRAY. Senator, I think it is frustrating—it is frustrating to me, I am sure it is frustrating to you and your colleagues—that it is still the case—maybe less so and some servicers have clearly improved and others have yet to improve. There are still some fundamental issues—blocking and tackling, lost paperwork, people not answering the phone, not getting the single point of contact that has been promised. But I would say that the dual tracking is a great concern. The notion that somebody is working with you with the left hand and trying to get your loan modified while with the right hand, maybe unbeknownst to you, are proceeding to a foreclosure and undermining the work that you think you are accomplishing. That is very aggravating to people.

The new rules that we have devised that are going to go into effect in January are going to make a significant difference in this respect, and they apply across the entire market, to both the servicers that are banks and the servicers that are nonbanks. That has never before been the case. We met face to face with the top executives from all of the large servicers, the top several dozen servicers, last year, to let them know this was coming. We also let them know the importance of this and to take this seriously and not to wait. And I would hope that over time your offices and our Bureau will hear less about these kind of complaints, but right now they remain very significant.

Senator MERKLEY. Thank you very much.

Chairman JOHNSON. Senator Johannis.

Senator JOHANNIS. Thank you, Mr. Chairman.

Let me follow up on Senator Crapo's questions about data collection. Where do you go to get the data?

Mr. CORDRAY. I would focus on three different areas: credit card data, which is critical for us to have in order to do things like prepare the CARD Act study that Congress has required us to produce—

Senator JOHANNIS. Right, but do you go to Visa or MasterCard?

Mr. CORDRAY. Typically, on the credit card data—and it is a different answer for different categories, and I am reading from notes that my staff prepared for—we have been collecting this data through Argus, a known collector of data. It is used by any number of institutions and by other regulators, and so we are following very well plowed ground in assessing that data.

Senator JOHANNIS. So they go to Visa or MasterCard or whoever?

Mr. CORDRAY. Or issuers themselves might be like Wells Fargo or Bank of America or JPMorgan Chase or any of those who issue cards.

Senator JOHANNIS. OK. You mentioned there are three. So there are two others. Where else would you go to get the data?

Mr. CORDRAY. The second area, the National Mortgage Database that we are going to be creating together with the FHFA is essential, because what we have found as we were writing our mortgage

rules is that the mortgage data that is extant is not as good as it should be. Loan origination data is often decoupled from loan performance data, and there are holes in the data, so that it is not necessarily representative of the entire market. That made it somewhat challenging for us as we went to write those rules, and we did a pause on the QM rule where we went and got more data—we were able to get more data from FHFA. They were very cooperative and collaborative with us and helped us on that. Then we put out for more comment because we were going to be using new data that did not surface before, so that we made sure that the process was full and complete.

Going forward, that data is being gathered over time in real time on mortgages. This will provide a much more representative sample of what the mortgage market is doing so that we see the problems in real time, which we could not do very well over the last decade, and it helped lead to the crisis.

Senator JOHANNES. And one more place you mentioned.

Mr. CORDRAY. The third category has to do with credit records, and in that case, we have been buying the data from credit reporting agencies, as the Federal Reserve Bank of New York has done for a number of years. They have used that data for a number of years to publish their report, a quarterly report on household debit and credit that is widely quoted.

Again, we are following their lead in terms of this is good data on credit reporting. It is going to help us have the insights to help protect consumers and understand whether laws are being followed as well as what the effect on consumers is of different practices.

Senator JOHANNES. So individuals' payment performance, whatever, is the basis upon which this mega data is created, obviously. So somehow, some way, the Government is getting control of information about how people pay their mortgage or their credit card bill or whatever.

Mr. CORDRAY. I think this is an important difference, and I want to stress it. If by that you mean we are getting information about whether Richard Cordray is paying his mortgage and when and how, that is not the way the data works. What we are getting information about is consumers and how their mortgage performs over time. But it is anonymized. I do not have access to data about you or about myself. It is anonymized consumer data. But you have to have data about consumers if you are going to understand what is going on in the consumer marketplace. There is no two ways about it. You all want us to write rules where we have careful assessment of costs and benefits. If we do not have data and information about what the impacts in these markets are, we cannot do that. We cannot do our job. And I think you would be quite dissatisfied with us, and rightly so.

Senator JOHANNES. I am out of time already, Mr. Cordray, but here is what I would say to you. To many people, this is going to sound downright creepy, to be honest with you. It is. And I just think people are going to be bothered by the fact that there is this Federal agency that is collecting data on the behavior of people like you and me and everybody else who is paying off a mortgage, who is paying credit card bills every month. I think it is a very uncomfortable situation for your agency.

Mr. CORDRAY. I think if people want to misunderstand that, that it is somehow following them individually and somehow invading their privacy and tracking into their personal lives, that is not what it is. We have to have information about what is going on in these markets. What goes on in the markets is an aggregate of consumer behavior, consumer performance, consumer harm, and consumer benefit. If you do not have any information to do this work, then basically you are a know-nothing and you are not going to be able to do the work well. And I think you would rightly be very critical of us if we just operated based on speculation and did not make an effort to ground our policy judgments in such information as is widely available and widely used and anonymized—very importantly, anonymized.

Chairman JOHNSON. Senator Reed.

Senator REED. Well, thank you very much, Mr. Chairman, and thank you, Director Cordray.

Let me raise an issue that I think you and your colleagues that are looking after our military are aware of, and that is, there are military personnel who cannot immediately get on-post housing. They apply. It might take months as the list reaches them. In the meantime, they have entered into a rental contract, and in some States there is a severe penalty for breaking the contract. There are other States that I am aware of that actually have State laws that say if you are going on post, then the landlord cannot impose a penalty.

Can you comment on how you are trying to deal with this? Because for many military personnel this is a real serious issue.

Mr. CORDRAY. Thank you, Senator. I would say there are several different housing issues for servicemembers, both active duty and reservists, and their families, that we have encountered, as Holly Petraeus, our Assistant Director for Servicemember Affairs, has been around the country and talked to and brought back accounts from folks on the bases.

One of the issues was the permanent change of station orders problem that I know you are very familiar with and that we worked with the Department of Defense and others, such as the Department of Treasury, to address last year was to qualify that as a hardship for the HAMP program.

What you are raising is another great example of how there can be a general consumer problem, the issue of tenants who are renting and can be affected by some of these problems. A great example is when Congress dealt with the fact that tenants can be ousted from the place that they are living because the landlord is foreclosed upon even though the tenant may know nothing about that. It comes without warning, and they find their belongings on the street.

For the military, again, this particular instance can do with change of station orders or it can do with, as you say, trying to improve your housing for lesser cost. If Congress is going to look at that issue, we would be happy to supply the experience that we have seen from around the country. That is, of course, a judgment for you all to make, but I would say it is another outstanding example of how you can have general consumer issues, and then you translate them into the military context. These still are general

consumer issues, but they often are sharpened or aggravated by the particular situation of servicemembers who often have limited choice because they have to obey orders, they have to go where they are told, and they have to be there when they are supposed to be there.

Senator REED. Well, we would appreciate working with you. If it requires legislation, I think my sense is that we support this on both sides, because it has a huge impact on personnel. They could move from expensive rental quarters to on-post housing, more convenient, et cetera. And as you point out also another dimension, sometimes it is not just getting on-post housing. It is a complete change of station, and they have to go, and yet they pay a penalty. And we will do our—I would like to work with you on this.

Let me turn to another subject, and that is, looking at the recent semi-annual report, I was disappointed to see your comments about the confusion that persists around the process and requirements for obtaining mortgage loan modifications. I do not have to tell you, because we spent a few sessions under the leadership of Chairman Johnson talking about this, the big deal, the modification deal, and now we have found out just recently that even some of the people who were owed checks, the checks bounced.

So can you generally comment about what you are seeing and what you can do to help in this modification issue?

Mr. CORDRAY. I think most importantly—and as Congress directed us to do—we have adopted new rules that are pretty comprehensive for the mortgage servicing market. They will take effect in January, and I think the companies—I know the companies are already at work implementing them now. Frankly, they should have come as no surprise. These problems have been surfaced and publicized not for months but for years. They are pretty common across the industry and yet they are galling because they affect individuals lead to bad results for individuals. They lead to people losing their homes, which is the most precious thing that people possess, and it upsets their personal finances tremendously, so I think that our rules will make a big difference.

We are already also underway examining mortgage servicers on-site and looking at whether and how they are complying with the law. Some of them are doing a decent job. Many of them have problems, and for many of them, it is going to require corrections and compliance and perhaps enforcement actions as needed.

Right now, we are now in a position, as this new Bureau that did not exist before, to examine the institutions directly, to ensure that they are complying with the new regulations—which went beyond what Congress required but was necessary to address the scope of the problems—and to enforce the law as needed to bring them into shape, which is long overdue.

Senator REED. Now, going forward, you are going to have a much better process and procedure, but we have a whole category of Americans that are still caught up in the old system.

Mr. CORDRAY. Yes.

Senator REED. Let me ask a question, nonrhetorical. You are not involved with OCC and the Federal Reserve in this settlement that proposed to modify mortgages and compensate people for illegal foreclosures? Were you involved at all?

Mr. CORDRAY. No, we were not involved. I will say that at the time all of that began to unfold, I started as Attorney General of Ohio, and we did see the problems—the robo-signing and all the rest. I then joined the Bureau, and we had a transition period where we were not yet an independent agency.

Our role in this is a going-forward role. It is not so much a looking-backward role, but I want to stress, when I say going forward, everybody who is caught up in this situation, as soon as our rules take effect, are governed by those rules. It does not matter that the mortgage was entered into 3 or 5 or 8 years ago. The examinations that we are in the process right now are examining the problems right now. The other processes that are looking back to things from several years ago is a different issue. But for us, the present and the future is very much the agenda Congress has given us, and we are going to be aggressive about trying to fix these problems.

I also wanted to thank you for the efforts you and your colleagues have made on the changes in the Military Lending Act. I know you and your staff have been inquiring of us how it is coming to implement those. It is coming well. We are working with multiple agencies, including, of course, centrally the Department of Defense, and I think we will implement those changes in the law in the manner in which Congress intended.

Senator REED. Thank you very much.

Thank you, Mr. Chairman.

Chairman JOHNSON. Senator Shelby.

Senator SHELBY. Thank you.

Mr. Cordray, good morning.

Mr. CORDRAY. Good morning.

Senator SHELBY. The Financial Stability Oversight Council, of which the CFPB Director is a member, was given broad authority to eliminate market expectations that any American financial firm is too big to fail. You are very familiar with this.

Do you agree that as a member of FSOC, the CFPB director has a responsibility to contribute to these discussions and help identify threats to our financial system?

Mr. CORDRAY. That is a responsibility Congress has given me by law, yes.

Senator SHELBY. So you believe you have that responsibility?

Mr. CORDRAY. I believe I do, yes.

Senator SHELBY. Do you believe that all systemic risks have been contained and too-big-to-fail expectations that large institutions will not be allowed to fail have ended? Or still are there some threats out there?

Mr. CORDRAY. Well, my perspective on this is sort of limited and more recent. I was not here in Washington and not directly involved in the events of the financial crisis. I was the treasurer of Ohio at the time overseeing billions of dollars in public finance. What I will say is what is clear to me from my work on the FSOC thus far. There is tremendous work in progress, tremendous strides have been made, and I think the framework is both there and being put in place more specifically to address those threats to the system.

Senator SHELBY. Do you basically support limiting the size of banks as proposed by Senator Brown and Senator Vitter?

Mr. CORDRAY. I think that is a policy call for the Congress. My job under the law is to examine those banks for compliance with consumer protection laws, and that is what we are focused on doing. Whatever structure Congress would impose or influence in the banking industry, we will adapt to that and do our job. We do have \$4 trillion dollar banking institutions that are challenging institutions. They are in multiple product lines, and we are pretty much continuous in our presence supervising them.

But I would say that we are focused on doing our work, and I think those legislative debates will obviously proceed, and you all will make your judgments, and we will follow them.

Senator SHELBY. Do you basically believe that we should and you should as an insider eliminate systemic risk as much as possible?

Mr. CORDRAY. I think we should do our best to minimize systemic risk. I do not know that you can eliminate it entirely, but I think you can certainly, by being conscious of it and being more prepared. I think that minimizes the risk, and from there you do the best you can.

I will say that the wisdom of Congress in the law of placing me as a representative of my Bureau on the FSOC, which is, of course, the body that could veto our regulations if they strongly disagreed with them, I think it has been very helpful to me both in understanding the perspective of that body and in having the chance to work together with my colleagues. This has helped me understand their point of view and they can see and understand the work we are trying to do that Congress has tasked us with.

Senator SHELBY. Last Congress, I asked the Inspectors General of a number of financial regulators to review the economic analysis performed by the agencies under their supervision. The IGs reported back that, to the extent economic analysis is performed, it is often focused on compliance costs rather than looking at the effects the rules will have on economic growth and job creation.

Determining compliance costs is critically important. We know that. But it is just one component of the overall economic impact.

Do you believe it is important for regulators to understand the macroeconomic impact of rulemaking activities?

Mr. CORDRAY. I do, and for us that has been in particular understanding the effects on access to credit and the effects on smaller providers and larger providers. But I would go back to my discussion with Senators Crapo and Johanns. We cannot have that understanding on data collection and we cannot do that work if we do not have the information on which to make those judgments, so I do think it is critical for us to do that, Senator, yes.

Senator SHELBY. Dodd-Frank expressly requires the CFPB to evaluate the costs and benefits of any proposed rule. You are familiar with that.

Mr. CORDRAY. Yes.

Senator SHELBY. If your economic analysis determines that a rule's costs outweigh its benefits, do you think the rule should still be implemented, rewritten, withdrawn, debated, or what?

Mr. CORDRAY. My sense of why Congress tells us to do analysis of things like benefits, costs, impacts on smaller providers, impacts on access to credit, and impacts on rural areas, is because Congress intends, and I think has made it very clear, that we should take

into account our judgments about deciding whether to proceed with a rule or how to write that rule. It may be that a rule in one form would have negative impacts there, but if you modify it a bit, then it improves. The specific provision is 1022 of Title 10 of Dodd-Frank, and it specifies how we are to go about this. We have been very faithful to that. It does, again, require information and data in order to do that work properly. I think that the dilemma we might find is if Congress has required us to do a particular rule and we found that the costs and benefits, you know, were troublesome, then we can try to write the rule somewhat differently, but obviously within the confines that Congress gave us. Or we could always come back and talk to you all about it. That would be a troublesome area. But where we have discretion, the costs and benefits are something that I think should definitely guide our policy judgments.

Senator SHELBY. But in addition to analysis, for which you need data and everything, we understand that, to make a good judgment, you need objectivity of the whole situation, do you not?

Mr. CORDRAY. You need to try to have that. I try to have that. I hope that we do. I think one way we can get there is by listening closely and being very accessible to all viewpoints, to using the processes that Congress gives us as much as Congress has done so, do the analysis, and do the notice and comment rulemaking where people have a lot of access to us—in our case, where appropriate, where the law requires to do the SBREFA panels, which we have found useful to us. All of those things—obviously the processes are provided, I assume—try to improve our rulemaking so we do not go off the rails and do something that is detrimental to the economy or detrimental to consumers. And I have no desire to do that. I want to carry out the tasks Congress has given us to the best of our ability. I want you all to feel, when you look and see what we have done, that you can be proud of what we have done and that our work reasonably reflects what your intentions were. And if it does not, I know I am going to hear from you.

Senator SHELBY. Thank you.

Thank you, Mr. Chairman.

Chairman JOHNSON. Senator Brown.

Senator BROWN. Thank you, Mr. Chairman.

Mr. Cordray, it is nice to see you again. Welcome back in front of our Committee, your at-least-twice-a-year visit. We have talked about many of these things that never in our history has someone been in many ways held hostage a qualified nominee of the President because a significant number of Members of the Senate, pretty much all of one party, do not like the structure of the agency or wish the agency did not exist. I guess this is the second time in history—you were the first time in history a year or so ago. Senator McConnell said the other day, if he had his way, we would not have this agency at all.

I want to talk about accountability, though, because they lay this all at the feet of the issue of accountability. Understanding that there is an FSOC veto over what you do, understanding, unlike most people in the agencies, that you come, you issue a report and come to this Congress at least twice a year, versus if you went through the normal Administrative Procedures Act, make that con-

trast for me, your accountability as this agency is set up, as the CFPB is set up, versus that kind of accountability that other similar agencies might have.

Mr. CORDRAY. Senator, I think we are all accountable in very fundamental respects. I think we are all accountable to the Congress, which can, of course, always change the law and has provided the law that we are required to implement faithfully. We are all subject to court oversight. If we adopt rules, there are specific processes we have to follow, and the courts can look over our shoulder and make sure we did that. They can also review the rules for substance. And, we are subject to oversight by the Congress directly as in hearings of this sort.

Now, in that regard, the Bureau is special. There were special concerns about the Bureau, and it showed up in special structural constraints on the Bureau.

Number one, we are unique among the Federal agencies in that our rules can be subject to a veto by other agencies, even aside from also potentially being reviewed and overturned, if appropriate, by the courts.

We are subject to a GAO audit of our finances as opposed to, in general, most agencies and departments, the GAO audit is of the Federal Government as a whole, not specific to their finances.

We are subject to an independent audit annually of our operations. That is, again, not something that is done at other agencies. I am happy to say that those audits have been clean audits to date even as we are building up and trying to build the agency as well as perform our duties.

We are subject, unlike the other banking agencies, to a hard budget cap and then told that, if we need additional money, we can come to Congress for an appropriation. So we are sort of quasi-appropriated as it is.

We are required to produce a semi-annual report and to testify, therefore, twice a year in front of the Senate Banking Committee and the House Financial Services Committee as an oversight on that report.

I want the Senators not to underestimate yourselves. This is meaningful oversight. When I sit here and have to answer your questions, it is not just fun and games for me. I take it very seriously. I am accountable to you, and if I cannot answer your questions and respond to your concerns in a way that is persuasive to you, then I have a problem and an issue, and it is a meaningful issue for me.

There are many ways in which the Bureau is specifically constrained beyond other agencies. We accept that. We are doing our best to do our work within that. And, frankly, I do not mind having strong oversight. It helps me make sure that I can sleep at night that we are, for the most part, I hope, doing the right things.

Senator BROWN. Thanks. I do not think too many of us thought this was fun and games for you to come in front of these committees.

[Laughter.]

Senator BROWN. Not the first term or phrase that came to mind.

I want to follow up a moment in my last minute or so on Senator Johnson's questions about the private student loan market. The re-

cent report by the student loan ombudsman has been important. My Subcommittee, as you know, held a hearing examining this issue last year. How will your new supervision of large private student loan servicers address some of the concerns described in these reports and these hearings?

Mr. CORDRAY. I think, first of all, it is a meaningful change, Senator, to have an agency that goes in and examines very specifically for compliance with the law in an area. It means the institution has to be on their toes, and it means we have direct access to the information we need to assess whether the laws are being followed. That already changes attention and heightens the consciousness, and I believe changes behavior in these institutions and the examination function itself.

On the private student loans, as I said, have put in place the mechanism to be able to now examine the student loan servicers, the ones who are actually dealing with the outstanding student loans and either getting the right information to people or not, either processing these loans properly or not. We hear a lot of complaints about that, so we will be aggressive about going in and making sure that things are being handled correctly, or if they are not, that they are put right.

The whole student loan problem is a problem that should be of deep concern to this body. These are young people that we should care a great deal about. They are the ones with ambition, aspiration, and are getting saddled with debt that they do not understand, often. They tell us later that they wish they had known the difference between a private student loan and a Federal student loan. This is holding them back, and it is making them unable to rise and succeed and become leaders in our society, and it is a significant problem. We are going to be doing everything we can to address it at the Bureau.

Chairman JOHNSON. Senator Warren.

Senator WARREN. Thank you, Mr. Chairman. Thank you, Ranking Member.

I just want to say this is my first full day back in the U.S. Senate since the attacks on Boston, and that many here, many of my colleagues, the staff, members of the press, members of the public, have held Boston in your prayers for the last week. And on behalf of myself, on behalf of the people of the city of Boston, I want to say thank you very much. You know, it has been a hard week, but the people of Boston are fighters, and we are strong, and we will get through this. But thank you all.

Director Cordray, for more than a year now, a minority in the Senate has been trying to block your nomination, trying to reopen a debate that was resolved 3 years ago. For 3 years, they have tried to kill that agency, and they lost that vote 3 years ago. Then they fought to weaken the agency. They lost that fight because they did not have the votes. And today they know they still do not have the votes to undercut the agency, so they are determined to hold your nomination hostage.

It seems pretty clear what is going on here. This is not about your qualifications or your performance. Your work has been praised by both consumer groups and by industry groups. This is

about a minority that does not want a watchdog that will keep an eye on big banks to make sure they do not cheat their customers.

Now, why would big banks and their friends not like the consumer agency? You know, I take a look at a few of the things you have done in just the last couple of years. You have recovered nearly half a billion dollars for consumers who were tricked by big credit card companies. You created a complaint system that has handled 91,000 complaints last year alone. You built a tool to help students and their families compare the costs of college, what you were just talking about, so they have better information when they are making a big financial commitment. You have put together a tough-as-nails office to look out for servicemembers and military families and help protect them from financial predators, including helping servicemembers whose homes were illegally foreclosed upon. And you issued new mortgage rules that have been widely praised as balanced and fair and that are clamping down on the kinds of sleazy practices that cost millions of families their homes.

Now, that is an extraordinary set of accomplishments for an agency that has only been around for a few years. And I think it explains why this agency is so important. I commend you in your work.

I think that enforcement of the law, particularly the laws to protect consumers, to make sure that big banks follow the rules, I think that is really important. And, Director Cordray, you have already proven that the consumer agency is independent and effective, that you can be fair and be tough. But before your current position, you were the head of enforcement at the Consumer Financial Protection Bureau and before that the Attorney General for the State of Ohio. So you know more than just about anyone else about strong enforcement of the laws.

So in your experience as head of enforcement at CFPB and as Attorney General for Ohio, in order to enforce the law effectively, how important is it that you have adequate resources, adequate funding, and adequate information?

Mr. CORDRAY. I would say all of those things are essential. I think if you do not have the information, you do not know what to do. If you have the information but you do not have the resources, you know what to do but you cannot do it. I think you also have to have the will to understand and be motivated by the desired result, which is people need to understand that they have to obey the law. As I used to say when I was Attorney General of Ohio—and I feel the same way now—nobody is so high and mighty that they are above the law, and nobody is so undistinguished that the law does not apply to them equally with everyone else. That is a bedrock of our society. It has been the strength of the American society and American system for more than 200 years, and we have to make sure that we maintain it. That is part of my responsibilities at this Bureau and it is part of the Congress' responsibility as well. You pass the laws; we are supposed to enforce the laws within our jurisdiction. I take it very seriously. To me it is a calling. I actually worked closely with criminal law enforcement, police, sheriffs, prosecutors as Attorney General of Ohio, and it is a very important responsibility to keep faith with the American people that we not

only have a democratic system, but we have a rule of law and it is maintained.

Senator WARREN. Well, thank you very much, Director Cordray. I appreciate the work that you are doing and that you are out there to make sure that these large financial institutions do not just treat a fine as a cost of doing business, but that they actually change their behavior, and that consumers are entering a level playing field and they have a real chance in these markets. I appreciate that.

Did you want to add something? We are out of time, but did you want to make a remark?

Mr. CORDRAY. Yes, I would just say that when you are dealing with a particular situation where there has been a violation of law, there are sort of four pieces to it, as I see it from the standpoint of this Bureau.

There is making sure that what is being done is not done in the future, stopping it, whether it is injunctive relief or banning someone from the marketplace for a period of time, both of which we have done.

It means restitution to consumers so that they are as much as possible made whole for the harm that was done them, that should not have occurred and only occurred because of a violation of the law.

There are penalties that can be imposed when restitution is not enough to sort of teach the lesson and see to it that people are deterred from doing this in the future, that they do not just feel like, "I got caught this time, but when I get away with it, that does not cost me anything."

Finally there are cases where criminal referrals would be appropriate. We want to be very careful about that, but there are going to be cases of that sort.

Senator WARREN. Good. Thank you very much, Director Cordray. I am glad you are out there fighting on behalf of consumers, and there will be those of us here who will be fighting on your behalf and on behalf of this little agency. Thank you.

Mr. CORDRAY. I appreciate that.

Chairman JOHNSON. We will go briefly to a second round of questions.

Director Cordray, I understand that the CFPB is conducting exams of larger institutions in coordination with other Federal or State regulators. What steps does the CFPB take to ensure that the exams and information requests are well coordinated with other regulators and not duplicative?

Mr. CORDRAY. Thank you, Mr. Chairman. This is an area where I think the Bureau has done very well, and I will just say that. I think it is in part because, as the Bureau got underway, there was a point made to bring some people in who came from a State government background. I myself came from a State government background, but here I am thinking not of someone like myself from an Attorney General office, although that is important and relevant, but people who came from a State banking background or a State financial services background. We have had terrific relationships with the CSBS, the Conference of State Banking Superintendents and we have collaborated closely with them. There have been mat-

ters where we worked directly with them and where there has been a process of coordination and information sharing with them. At last count, I believe we have agreements with 61 different banking and financial service agencies in 49 States. Some States have multiple agencies. I think that that relationship is good. We lean on them in some respects and they can now lean on us in some respects. We bring joint resources to the problems, and I have been really pleased at their attitude toward working with us and I think our attitude toward working with them.

Chairman JOHNSON. With regard to community banks and credit unions that are not subject to the CFPB's examination authority, what measures have you taken to ensure that your rules are clearly interpreted by the prudential regulators during their exams? Does the CFPB plan to continue releasing Small Entity Compliance Guides as has been done twice already? When might we expect to see more Small Entity Guides on the other mortgage rules?

Mr. CORDRAY. Thank you, Mr. Chairman. I have got about three different answers to that question. I will try to go fast.

On the Small Entity Compliance Guides, this is something we take very seriously, and we know it is important, and we have been told this over and over by both smaller institutions and the trade associations that represent them, like ICBA and NAFCU and CUNA. That means taking our rules—Senator Crapo initially mentioned 25,000 pages of rules issued in January. That is 25,000 pages of text. A lot of that is preamble. A lot of that is cost-benefit analysis. I think when you actually translate it into the *Federal Register*, it was less than 100 pages of rules, and these were seven major mortgage rules that Congress directed us to do.

Nonetheless, I do not think people enjoy reading the *Federal Register*. I do not, and I am a lawyer. We have been translating those into plain English and compliance guides—what you need to know, what you need to do. That is becoming a standard for us on every rule that we publish, and we are doing Web and video things. Some people like to get the information that way.

In terms of making sure that our regulations are administered and examined around in the spirit in which they are intended, we work closely through a body that I had never heard of before I came to this Bureau called the FFIEC, the Federal Financial Institutions Examination Council. With them, we are taking the lead on writing a first draft of what the examination work would look like around these rules and then collaborating with the other agencies to get that in place and to publish it so it is transparent to institutions. I think it is only fair to them, and they have a right to expect that and demand it.

I was surprised to hear the other day we are well on track to having the examination modules, or whatever you would call them, ready by June of this year, even though the rules do not take effect until next January. That is light warp speed for an interagency group like that, and it will help us make sure that we are on the same page. As we publish them, if institutions have reactions or think we are not getting something quite right, they will have a chance to kibitz in on that.

Finally, since we do not actually examine the smaller credit unions and community banks, I made it a point to create a Com-

munity Bank Advisory Council and a Credit Union Advisory Council so we do hear directly from them and fill in what otherwise is a gap in not having that day-to-day direct hands-on experience with them, and that has been very helpful to us. It has been very insightful for our work.

Chairman JOHNSON. Senator Crapo.

Senator CRAPO. Thank you very much, Mr. Chairman.

Mr. Cordray, I want to go right back to the issues we were talking about before. I want to phrase or characterize the question I am asking with a bit of a statement first, because I do understand your point about needing to have data in order to make effective cost/benefit analysis and achieve the right balance in regulation. And I do understand that we have a dynamic developing in the world right now with regard to what has been called "big data" in terms of the phenomenal rate of collection of data about people going on in the private sector.

Mr. CORDRAY. It appears to me, Senator, apparently it is the way of the world.

Senator CRAPO. It is, and it is happening. That being said, I think there still are some very serious and real questions that need to be answered as well as perhaps dealt with in terms of the way that the Federal Government involves itself in this entire process, if at all. Just a couple of observations.

Nobody in the private sector has the right or the power that the Federal Government has to force the release of information. My understanding is that you are not just purchasing the data we are talking about from private sector collectors, but that in the examination process and in other aspects of the collection, banks and other financial institutions are being required to provide data that they could not be required to provide by a private sector operator. So, in other words, the power of the Government is being put behind this data collection effort, as I understand it.

Just let me go, and, in fact, I am going to ask something at the end here that will definitely go beyond this hearing, but hopefully get us to a much fuller explanation of how and where we are going here.

In another context, under Gramm-Leach-Bliley, as I mentioned, and in many of the interactions between financial institutions and their customers, there is an opt-out right, which does not appear to exist in the functions that are currently being undertaken by the CFPB. And the bottom line here, as I see it, is that although I understand the need to collect data, I am very concerned about the heavy hand and the power of the Government being brought behind a phenomenally new, big data collection effort.

In your response to one of my first questions on this, you indicated that you were not sure whether the CFPB or some other actor or some other contractor could go back into all of this data and reconstruct it in a way that it was not anonymized. I actually am very concerned about that, and now we have a Government agency that is potentially capable, I think, of getting that kind of information that is currently anonymized, but we just have to take the word of the agency, like consumers today have to take the word of private sector people that they are buying their cell phones from or working with on the Internet or what have you, that they are

not collecting this information in an individual-specific fashion. And, frankly, people do not have a high level of confidence that that is not happening. And I do not have a high level of confidence that it is not possible for the agency to get access to this information on a specific basis.

So for all of these reasons about the data collection that is being undertaken, I simply ask you this question and then make this suggestion. Has the CFPB done an internal legal analysis about this whole data collection process? And what I am getting at here is that Dodd-Frank clearly prohibits the CFPB from collecting personally identifiable information, and if all of the pieces of information that the CFPB is collecting right now could be utilized to engage in personal identification, then perhaps that could violate the law. But more specifically, it would be helpful to know what steps—what potential is there. I am actually relying right now in this question on a Bloomberg article. That is the extent to which I know that we know as the public about what is happening.

And so I think that it would be very helpful for us to know exactly how this data is being collected, not just who is being contracted to collect it or whether it is being collected in examination processes, but how it is being collected and how it might be used, and then I think the ultimate conclusion should be reached, and that is whether its collection is in violation of the Dodd-Frank prohibition. If you would like to comment, please.

Mr. CORDRAY. I would, Senator. Thank you, Ranking Member Crapo. A long question, and I would like to give you only a medium-long answer, but there are a number of pieces in that question.

First of all, it is not correct under the law that the Bureau cannot collect personally identifiable information. When somebody submits a consumer complaint to us, they put their name and address. The issue under the law is that we are not supposed to disclose personally identifiable information, and we have been very careful not to do that and not to violate people's privacy in that regard.

I want to go back to what you said, and I think frankly a lot of what you just laid out is a very fair line of inquiry, and I share your concern. If I were looking from the outside at Government, I would share the concern as well.

First of all, in terms of forced collection of data, that is for the most part not what the Bureau is doing. As I mentioned, the credit card data that we are talking about we get from Argus. We buy that. Many people buy that data from Argus and it is a very common thing. There is nothing really special about that, no new ground that the Bureau is plowing on that.

We are buying the credit reporting data from the same source that the Federal Reserve Bank of New York has been buying it from for years and using to develop their reports that have been very insightful on credit reporting and credit in the economy.

There are times where, as we examine institutions, we have to begin by getting a baseline of data from the institution in order to then calibrate what exactly is going on there. Are they complying with the law? What are they doing? There clearly have been times where we think we need a certain amount of information to do our job, and the institution may feel like we are asking for more infor-

mation than we need to do our job. I think those are reasonable differences of viewpoint that have to get worked out as we work together, and I think for the most part they do.

But I would say this: I think that you have fair issues you are raising. I would want to have the chance to have our staff get you a very specific answer to your question about whether the anonymized data could be somehow reverse engineered in a way that affects somebody's individual privacy. I do think that that is not an issue. If it were, it would have been an issue already with other agencies gathering that same information and using it, which they have been doing for years. It is new to the Bureau but not new to the process.

I will have our staff spend time with your staff to dig into some of these issues, to try to understand in more detail what some of your concerns are. I am happy to do that with your colleagues as well or their staffs. I want to dispel any concern on this front. I think that what we are doing as an agency is we are trying to gather the kind of information we need to do our job the way you would expect us to do it, to be able to do careful cost-benefit analysis, which we cannot do without sufficient information, and to do the kind of reports to Congress that you expect from us that will be credible and that will give you a basis for going forward and making policy and making judgments about things like the CARD Act, which we are going to give you a report later this year on how that has been implemented and what some of the issues are with that, both factual and then perhaps normative. And I know you want that. You have required us to do that. We cannot do it without data and information.

Again, all we are trying to do is to do our job. If there are concerns about some of the details of how that information is handled, our Inspector General looks at these things. The GAO audits look at our operations. You all are free to look at them. We want to be an open book, and if there are concerns, then we want to try to address them.

Senator CRAPO. Well, thank you. My time is obviously up, and so I cannot continue with this here. But I would like to continue this with you, and I would like to ask you to take seriously the request that I make that there be an internal legal analysis that is shared with us about all the details of how this project is operating or this operation is being undertaken and how it fits with the requirements of Dodd-Frank.

Mr. CORDRAY. You tell us what you want, sir, and we will get it to you.

Senator CRAPO. Thank you.

Chairman JOHNSON. Senator Hagan.

Senator HAGAN. Thank you, Mr. Chairman.

Director Cordray, as I said before the hearing, it is always a pleasure to see you, and I feel like we see you quite a bit. Thank you for the job that you are doing.

I want to associate myself with Chairman Johnson's question about the rural definition. I have heard questions and concerns about this definition. I was surprised to see in North Carolina several counties labeled "nonrural," especially in the northeastern part

of our State, which is quite rural—for example, Camden County and Currituck County. I appreciate the CFPB looking at this issue.

I want to talk to you about financial literacy. I have always been a huge supporter of teaching financial literacy to our students in grades 6 through 12. As we have discussed in the past, I will be introducing legislation on this topic later this week. When I was in the State Senate in North Carolina, we passed a mandatory requirement that schools teach financial literacy. I keep saying this is not rocket science. We just do not teach it.

I also serve on the Health, Education, Labor, and Pensions Committee, and I chair the Subcommittee on Children and Families. We will be having a hearing titled, “The Economic Importance of Financial Literacy Education for Students” later this week.

Can you talk about what the CFPB is doing to improve financial literacy through the Consumer Education and Engagement Division and the Office of Financial Education? What improvements do you see taking place.

Mr. CORDRAY. Thank you for the question, Senator. This has also been a personal passion of mine. I think it is hard to come face to face with these issues and see how they affect individuals and households and not be passionate about this subject.

When I was a local official in Ohio, I had to deal with folks who were delinquent on their real estate taxes, and, you know, there is a perception among the public that people who do not pay on time are deadbeats, and some of them are and some of them just do not want to take their responsibilities seriously. For the most part, that is not the case. People are victims of either bad luck or bad decisions or poor choices, but often just bad fortune. Every day people die in families across the United States. You always hope it is not your family, but it is somebody’s family. Or somebody gets injured where they cannot work or the marriage falls apart and there is a divorce, and now there are two households where there used to be one, and there may be expenses and arguing over the assets. All these things disrupt people’s lives.

What I saw was that in all those instances issues were made worse by the fact that people really did not understand, and they knew they did not understand, a lot of the financial decisions they were making, and keenly felt the self-consciousness of not knowing what they were necessarily doing or recognizing a year later that they made a bad choice about that mortgage or about that student loan.

I think that one of the things that we absolutely have to do as a Bureau—it is fundamental for us, and I am going to be much more aggressive in the coming year in using the bully pulpit and pushing on and collaborating with officials around the country—we have to teach people and make available to them the tools so that they can learn more about how to handle their personal finances. You cannot have a free market economy, which rests on individual decision making by millions and millions of Americans, in which they are not capable of making sound decisions for themselves. We do not want to have a society where people make decisions and several years later come to our Tell Your Story line, as they do every day, and talk about how they regret the decision they made, and if they had known the difference between a private student loan

and a Federal loan, they would not have done what they did, but now they are stuck with it. It is a tragedy in this country that we would not consciously teach young people how to handle themselves when they go out in the world. They may not listen, they may not do it, but the fact that we do not, as you say, we do not even teach it, is just a scandal.

In Ohio, I worked for the same thing. We have now a requirement in Ohio that you have to have personal financial education before you graduate. That was a struggle. The next struggle, of course, is what you said. What does that actually mean and how much is it? I was told just yesterday, when we had visitors in on this subject, by a woman from the University of Cincinnati, that in many districts that is going to be just a 6-week thing folded into some other class, which is something. It is better than nothing, and 6 weeks is certainly better than zero, but we have to take this seriously. We mandate teaching of history. We mandate teaching of Government so people can be good citizens. We also have to mandate a basic understanding of finance and a recognition that there are going to be certain decisions you will come across in your life that will be life-changing—what you do about that mortgage, what you do about trying to pay for education. Getting those right is really not a casual matter, and it is something we plan to be a trusted source for the resources for people to try to grapple with those decisions, as they are doing right now with our Paying for College module.

I am sorry. I could talk for 20 minutes about this, and would if you did not stop me. But I think it is not a partisan issue. This was Home Economics in the old days, and it is just basics of being able to operate on your own. We all know, as I always like to put it, brothers and sisters, sons and daughters, cousins, nephews, and nieces that we know are not as well equipped as they should be and we have a responsibility for that.

Senator HAGAN. I think you should take the bully pulpit and really use it. I can see your passion. I have it too. I have seen so many people that have gotten into so much trouble because they simply were not educated. And when I say they were not educated, they are very, very smart people, but they did not understand the dynamics, and primarily they do not understand debt.

Mr. CORDRAY. It is complicated for people, let us face it. I used to say when I was the State treasurer of Ohio and I was responsible for billions of dollars of public funds, and I hoped I was doing a good job at making decisions about keeping them safe. This was in the throes of the crisis of 2007–08. I would go out and talk about this issue, and I would say, frankly, there are many things I do not know that I wish I knew more about. Am I saving the right balance of savings toward retirement? Do I have the right balance of insurance on my car or home or life? You know, am I getting that right? Do we understand enough about our credit reports?

There are just a lot of things that are complicated for people, and for us at the Bureau, it is about reducing the complexity. That is a big part of what we are trying to do, Know Before You Owe, and the kind of simplification and transparency of these decisions; and then building more capability among people and giving them the ability to have tools. Of course, people will make their own deci-

sions for themselves. It is not going to be some nanny State deciding what you do with your mortgage, but you are the one that is going to have to live with it.

Senator HAGAN. I believe my time is up. Thank you.

Chairman JOHNSON. Senator Moran.

Senator MORAN. Mr. Chairman, thank you very much.

Mr. Cordray, thank you for being here. About a month ago, the CFPB released a statement stating that U.S. lenders could face litigation if they fund loans made by auto dealers that are later found to be discriminatory. It is a huge component of our economy. I think the number is about \$90 billion. I would be interested in knowing—I do not have an opinion at this point about whether the finding is right or not, but tell me about the analysis that was done to arrive at that conclusion. Do you have the methodology of this decision available? If so, what would you be able to share with that process, either today or later with me in my office?

Mr. CORDRAY. Thank you, Senator, for the question. The issue of indirect auto lending is one that, at this point, we addressed in a very general way with a legal analysis that leads to a legal conclusion. It is not yet a factual conclusion about any particular instance, although there is a lot to be heard about this area as you go around the country and listen to people, both lenders and borrowers.

The legal point we made, which I think is straightforward, is that if you are a lender and you set up a lending program, which involves third parties making some decisions in the program, but it is your program and you are the one lending the money, then you remain responsible for complying with the Federal law. It is the same in the mortgage field. If you set up a lending program as, say, a bank lender of mortgages and you set it up so that some of the loans are made directly by your employees and some are made indirectly by brokers or others, you remain responsible for your program, and you have to comply with the law.

I think it was a fairly straightforward point, but we were hearing from some folks who did not think that was necessarily so, that somehow if there is a third party involved, that somehow it becomes entirely their responsibility and not the lender's responsibility. I do not think that is right. We would be happy to share the legal analysis with your staff separately if you would like.

Senator MORAN. So at this point, it was just the legal analysis—

Mr. CORDRAY. It was a bulletin that we put out, yes.

Senator MORAN. And you indicated earlier about cost/benefit analysis, and that would come later in determining whether or not there are enforcement actions or regulations to be written?

Mr. CORDRAY. Yes, if we were to write regulations—and that is a possibility—there would be cost-benefit as required by 1022 of our statute to have to do. If we are undertaking enforcement actions, that is a different issue. It is a matter of investigating the facts, setting them against the law, something I know you are very familiar with.

Senator MORAN. OK. That answers my question. Thank you very much.

Mr. CORDRAY. Thank you.

Senator MORAN. Thank you, Mr. Chairman.

Chairman JOHNSON. Senator Warren.

Senator WARREN. Thank you, Mr. Chairman.

Director Cordray, I understand that the Consumer Financial Protection Bureau is required by Dodd-Frank to complete a study of mandator arbitration. Is that right?

Mr. CORDRAY. It is, yes.

Senator WARREN. When do you anticipate you are going to have that finished?

Mr. CORDRAY. I do not know that I can give you a specific date, but it is one of the things that Congress has specifically required of us and a task Congress had given us, so when we set our priorities, tasks Congress has given us tend to take priority over tasks we give ourselves.

I would say we are already in process in putting together that study. What Congress said in our statute is two things. They said that we were to do a study of arbitration as it affects consumer financial products and services, and there are arbitration clauses, as I know you know, in a number of different types of consumer lending contracts, and it is something that has spread in the last couple of decades, certainly. Then if we are going to adopt policy, regulations, or some provision about what to do about arbitration clauses of that sort affecting consumers, it should be based on the results of our study.

You could argue this as the same kind of thing Congress says do a cost-benefit analysis. Here they were much more specific. They said do a full study, really look at this, really dig into it, really try to understand how arbitration proceedings differ from court proceedings, what kind of rights they give to consumers, what kind of rights they may take away, what kind of results are gotten there, is that a fair system, is it reflective of the merits of the issues, or are there systematic procedural biases that make it difficult for consumers to get through them, who pays for the arbitration, et cetera, and that can vary.

All of those things, study that carefully, and then do policy. They wanted us to be very rigorous about this, and we are going to do that.

I would estimate—and I hate to estimate dates because then people hold me to it, but I feel quite sure—that we are going to have some of this analysis out publicly this year. Whether it will all be out publicly this year, I am not sure, but we are trying to be very careful as to what we are doing. We know that there is a lot riding on it because then it will be consideration of policy following immediately after.

Senator WARREN. I appreciate that you take this seriously, and I am looking forward to the study as soon as you can possibly get it out.

I want to ask you about one other thing. I know that you have set up a consumer complaint process and that it has some quite innovative features, and you have also made it a quite transparent process. I wonder if you could tell us just a little bit about what you have set up at the Consumer Bureau and what you have found, what the response of the banks has been and how this information is being used.

Mr. CORDRAY. I actually think we are tracking a precedent that has existed now for about 40 years, which is the National Highway Traffic Safety Administration. They started publishing data on auto safety back in the early 1970s, and it was resisted strenuously by the auto companies at the time. The sky was going to fall if people actually knew how safe or unsafe their vehicles were.

Fast forward almost 40 years later now, and that is standard. It is accepted. It has become the basis for consumers making decisions. It has been the basis for companies thinking and looking more carefully at their own operations and doing recalls of products that are questioned. And it has been, I think, a success.

I have seen discussion in the last year or two, as we were focusing on our work here, that the auto companies now not only accept it but embrace it. They think it has made their products better, and it has minimized litigation risk for them, which is another way it can save companies money by paying attention to how their customers are being treated. So I think it is the same thing in the financial services area.

We get complaints. We are taking them on a range of subjects now, which is increasing—mortgages, credit cards, auto loans, student loans, bank accounts, and now credit reports and remittance transfers. We are publishing that data. We find it valuable in our work. It is informative to us. So we think it will be informative to companies. They can look at their competitors. Who is doing better than I am? Who is doing worse? Why are they doing better? How can I improve? That is the kind of competitive dynamic we want to foster.

And, third, for consumers to be able to have this information and look at it and potentially make decisions on it. Maybe somebody will use that database and start rating financial products, as is done with cars on auto safety, as I think likely will be done over time with the Consumer Product Safety Commission as they put out information on which toys and other household products—cribs, toasters, you name it—are safe.

This is the kind of information that if I am a consumer and I am a member of the public—and the members of the public really are the ones who should and do run our Government, not us—I would want to have that information. I would not want my officials to hoard it. I would want them to share it with me. I might use it, I might not. But if I can find some benefit in it, then I would expect them to share it with me.

Senator WARREN. And, Director Cordray, I know I am out of time, but let me just ask—you talk about the effects on the market overall, but for individual consumers who file complaints, those complaints are then forwarded to the financial institutions?

Mr. CORDRAY. Yes.

Senator WARREN. Have some people actually gotten money back?

Mr. CORDRAY. Many. You know, by no means all. You know, a complaint is just that. It is a complaint. Sometimes it is valid. Sometimes it is not. Sometimes people think it is valid, but it is based on a misunderstanding of the facts or the law. But there have been many situations where consumers have received relief. Millions of dollars have been returned to consumers through our consumer response line. And notably, and more important—this is

something the companies wanted us to make a change, and we did to stress this—they often give nonmonetary relief. You cannot put a price tag on it, but if you get something cleared up in your credit report where you do not have to keep calling for another 3 months to get that thing fixed on your bank account, that is meaningful relief for people, and it is very satisfying to them.

We have had many instances of both monetary and nonmonetary relief. We have had a lot of matters referred to us by Members of Congress and members of this panel that we have been able to resolve, and I think it has been very satisfactory. I know there are some that we have not been able to resolve, and I apologize for those. But we do our best, just as I know your staffs do their best, to help people, and that is part of what our job is.

Senator WARREN. Good. Thank you.

Thank you, Mr. Chairman.

Chairman JOHNSON. I will turn to Senator Crapo for a brief statement.

Senator CRAPO. Thank you, Mr. Chairman. I just wanted to follow up—Mr. Cordray, this is not going to be a question because we will get together with you afterwards on the issues that we said.

Mr. CORDRAY. OK.

Senator CRAPO. First of all, we did not get into a number of the questions that I raised in my opening statement, which we talked about, and so I will submit those questions to you, if you would respond to them.

Mr. CORDRAY. I sure will.

Senator CRAPO. But you and I, I think we may have a disagreement or a different understanding at least as to what the Dodd-Frank statute requires. As I read it—and I am reading the statute—it says, “The Bureau may not use its authorities under this paragraph to obtain records from covered persons and service providers participating in consumer financial services markets for purposes of gathering or analyzing the personally identifiable financial information of consumers.”

So those were the exact words of the statute. By the way, in other parts of the statute leading up to that, it talks about voluntary information being provided by consumers, and so I again refer to my opt-out suggestion. But I would like to get with you—and we will do that—and urge you to provide the kind of information as well as legal analysis about the department’s processes here that can help us address some of these issues.

Mr. CORDRAY. We will certainly do that. We would like to put your mind at ease on that. I do think what you read is part of the statute, absolutely. There are other ways in which the Bureau gets personally identifiable information such as, for example, when people file their consumer complaints.

Senator CRAPO. But that is a voluntary action by the consumer.

Mr. CORDRAY. Yes. We are not really interested in personally identifiable information. For us, it is just a hassle. It means we have to make sure that it is being properly handled, that it is not being disclosed, that we have to devote a lot of time and attention to guarding it carefully and making sure it is handled the way every other agency under Federal law has to handle it.

What is insightful to us is the anonymized information that tells us about consumer behavior, consumer harm, consumer benefit, and that is the information we need. We do not really want to know about you personally. We want to know about consumers in general.

Senator CRAPO. Well, I understand that, and I trust that that is exactly what you are all about. But I do not think just the assurance of the agency that they are not interested in it is really what we are trying to achieve here.

Mr. CORDRAY. Understood, yes, and we will be happy to work through that to your satisfaction.

Chairman JOHNSON. Mr. Cordray, I thank you for your testimony today and for your leadership of this important agency.

This hearing is adjourned.

[Whereupon, at 11:42 a.m., the hearing was adjourned.]

[Prepared statements, responses to written questions, and additional material supplied for the record follow:]

PREPARED STATEMENT OF RICHARD CORDRAY

DIRECTOR, CONSUMER FINANCIAL PROTECTION BUREAU

APRIL 23, 2013

Chairman Johnson, Ranking Member Crapo, and Members of the Committee, thank you for inviting me to testify today about the Semi-Annual Report of the Consumer Financial Protection Bureau. My colleagues and I are always happy to testify before the Congress, something we have done 32 times now.

Born out of the worst financial crisis since the Great Depression, the Consumer Bureau is the Nation's first Federal agency whose sole focus is protecting consumers in the financial marketplace. We are dedicated to improving the lives of everyday Americans and to restoring trust in consumer financial markets. The Semi-Annual Report we are discussing today embodies our work over the last 6 months of 2012.

The report illustrates the ways we are using the tools Congress has provided us to empower consumers and promote a fair, transparent, and competitive marketplace for consumer finance. We have taken steps to improve the workings of markets—particularly those in which consumers cannot choose their financial service providers.

One such market is debt collection. Concerned about systemwide problems that pose risks to consumers, we gained authority at the beginning of the year to supervise debt collectors. The debt collectors covered by our supervisory authority account for over 60 percent of the industry's annual receipts in that market. Bad actors in this market are a detriment to consumers and to every debt collector that operates lawfully.

We also expanded our supervision program to include the larger credit reporting companies. Credit reports have a profound impact on people's lives. Previously, these companies were not subject to any Federal supervision, and consumers often struggled to get errors resolved. In addition to our new supervision program, we began handling consumer complaints about credit reporting issues, all of which will open a clear window into the actual operations of these companies. As a result, the Bureau can now evaluate whether Federal consumer laws are being followed throughout the process, from credit origination through debt collection. By identifying problems and rooting them out early, we are working to minimize consumer harm.

Our report also encompasses the Bureau's first enforcement actions, which were against credit card companies that deceived and misled consumers. In some cases, the companies targeted economically vulnerable consumers with low credit scores and low credit limits. We were able to secure \$425 million in relief for 6 million consumers, and we also imposed penalties on the companies to deter such activity in the future. These actions will serve as a warning signal for anyone who seeks to profit by deceiving or misleading consumers.

In the second half of 2012, we also tackled issues in the market for private student loan debt, which currently totals about \$150 billion. Our studies detailed the struggles students and recent graduates are experiencing in that market. Together with Education Secretary Arne Duncan, we made recommendations to Congress on commonsense reforms to ensure that the risky underwriting practices of the past are not repeated.

The work I have discussed here today is merely a snapshot of our efforts on behalf of consumers. We also are addressing consumer complaints on a growing number of financial products and services, totaling more than 130,000 to date. We have adopted comprehensive new mortgage regulations banning irresponsible lending practices that helped bring about the recent financial crisis. Our Ability-to-Repay rule follows the simple principle that lenders should offer consumers mortgages they can afford to pay back. We have actively conducted outreach on various issues to older Americans, students, servicemembers, and others, and what we heard from them has guided the direction of our work.

Each day, we take another step in pursuit of our vision to create a consumer financial marketplace where customers can see prices and risks up front and easily make product comparisons; in which no one can build a business model around unlawful practices; and that works well for individual consumers, responsible businesses, and the economy as a whole. We will continue to persist in this work and we appreciate your oversight. As always, I will be glad to answer your questions.

Thank you.

**RESPONSES TO WRITTEN QUESTIONS OF SENATOR CRAPO
FROM RICHARD CORDRAY**

Q.1. At the hearing, you testified that the CFPB has many different mechanisms for collection of lending and credit data including: (1) purchasing data from vendors, (2) collecting data pursuant to examination and supervisory authority, (3) collecting data from the CFPB's National Mortgage Database, and (4) collecting data from consumers' submissions to the CFPB's Consumer Complaint Database. Are there other ways that the CFPB collects data to compile its Big Data?

A.1. The phrase "Big Data" is generally used to refer to the vast amounts of personally identifiable information that is available with respect to individual consumers as the result of modern technology. The Bureau is not involved in such "Big Data" collection. To the contrary, except with respect to complaints (where consumers must provide their identity in order to allow the complaint to be investigated), the Bureau generally does not obtain any personally identifiable information. Rather, we secure anonymized data to enable us to assess compliance with Federal consumer financial laws and risks to consumers in consumer financial markets.

To date, the Bureau has received data through each of the channels you mention: purchasing data from vendors, collecting data from supervised entities, and gathering data as part of the consumer complaint process. The Bureau also collects publicly available datasets, such as Census demographics, that are relevant to the Bureau's work.

In some contexts, firms have voluntarily submitted data that the Bureau requested. For example, in connection with the Private Student Loan Report required by section 1077 of the Dodd-Frank Wall Street Reform and Consumer Financial Protection Act (Dodd-Frank Act), the Bureau met with major participants in the private student loan industry and offered them the opportunity to provide data on several of the 16 questions that Congress required the Bureau to answer by July 21, 2011. Nine lenders volunteered to provide their existing datasets to a single vendor that they selected. This vendor combined those data into a single database that did not include the identities of borrowers or lenders. This mechanism was an efficient way for the lenders and the Bureau to develop answers to Congress' questions.

Congress also authorized the Bureau, in Section 1022(c)(4) of the Dodd-Frank Act, to collect information regarding the organization, business conduct, markets, and activities of covered persons and service providers. The Dodd-Frank Act authorizes the Bureau to gather this information from a variety of sources and using various methods including surveys. Information gathered in this way from covered persons would be subject to the protections that the Bureau affords to confidential supervisory information.

Q.2. At the end of the hearing, you stated that you would supply me with the legal analysis about the CFPB's process for Big Data? Please provide any and all legal analyses undertaken by CFPB staff and outside counsel hired by the agency regarding its Big Data collection.

A.2. As stated above, the Bureau is not engaged in “Big Data” collection. Rather, we are undertaking targeted collections of generally anonymized data to further our statutory purposes.

The Bureau has not retained outside counsel to analyze the issues about which you inquire but, as explained below, the Bureau’s staff has determined that we have the authority and indeed the obligation to gather and utilize data in order to do the work that Congress has directed us to perform.

With respect to the market-monitoring activities that I discussed at the hearing, we believe that such information is essential for the Bureau to have a deep and thorough understanding of the markets we regulate. Congress recognized this by explicitly directing the Bureau to “monitor for risks to consumers in the offering or provision of consumer financial products or services, including developments in markets for such products or services.” 12 U.S.C. 5512(c)(1). To carry out this directive, Congress authorized the Bureau to “gather and compile information from a variety of sources” including, without limitation, information obtained in the course of our supervisory work, consumer complaints, surveys of consumers and market participants, and review of available databases. 12 U.S.C. 5512(c)(4)(B)(i). Congress also authorized the Bureau to require covered persons and service providers to provide information “necessary for the Bureau to fulfill the monitoring, assessment, and reporting responsibilities imposed by Congress[,]” subject to the limitation that the Bureau may not use this authority “for purposes of gathering or analyzing the personally identifiable financial information of consumers.” 12 U.S.C. 5512(c)(4)(B)(ii), (C).

Pursuant to 12 U.S.C. 5512(c)(6), the Bureau has published rules regarding the confidential treatment of information it collects pursuant to its various authorities, including its market-monitoring authorities. Under these rules, “information provided to the [Bureau] by a financial institution to enable the [Bureau] to monitor for risks to consumers in the offering or provision of consumer financial products or services” is included within the definition of “confidential supervisory information.” 12 CFR 1070.2(i)(1)(iv). As with all confidential information of the Bureau, the internal dissemination of confidential supervisory information is limited to those employees to whose duties the information is relevant, and the external dissemination is strictly limited to certain specified instances. 12 CFR 1070.41(a). The Bureau’s rules permit the disclosure of materials derived from confidential supervisory information (e.g., reports to Congress), but only “to the extent that such materials do not identify, either directly or indirectly, any particular person to whom the confidential information pertains.” 12 CFR 1070.41(c). The Bureau believes this limitation is consistent with Congress’ direction to “take steps to ensure that proprietary, personal, or confidential consumer information” protected from disclosure by law is not made public. 12 U.S.C. 5522(c)(8).

In addition, the Bureau is subject to generally applicable laws governing its collection, use, and dissemination of personally identifiable information, such as the Privacy Act, 5 U.S.C. 552a. Among other things, the Privacy Act requires the Bureau to “maintain in its records only such information about an individual as is relevant and necessary to accomplish a purpose of the agency required to be

accomplished by statute or by executive order of the President,” and generally prohibits the maintenance of records describing how an individual exercises his or her rights under the First Amendment to the Constitution. 5 U.S.C. 552a(e)(1), (7). Pursuant to the Privacy Act, the Bureau has issued a System of Records Notice (SORN) that governs its collection and treatment of records in support of its market-monitoring function. See, System of Records Notice for CFPB.022—Market and Consumer Research Records, 77 *Fed. Reg.* 67802 (Nov. 14, 2012). In this SORN, the Bureau makes clear that “[i]n most cases,” the records subject to this SORN “will not contain personal identifiers,” and that research and analysis will only be performed on de-identified data. *Id.*

Q.3. Does the CFPB differentiate data it obtains through its supervisory authority from data collected vis-a-vis different authority, and if so, how? Are there internal firewalls for storing and using consumer data CFPB collects for supervisory, enforcement, research, and regulatory purposes? Can the CFPB use the Big Data it collects for multiple purposes?

A.3. The Dodd-Frank Act tasks the Bureau with various missions that are distinct and yet interrelated in that information which the Bureau generates or obtains in fulfilling one of its missions, such as responding to consumer complaints, may be relevant to and inform the Bureau’s work in fulfilling its other missions, such as supervision and law enforcement. Generally, Bureau employees may use information that the Bureau generates or obtains to the extent that such use is relevant to the performance of their duties. The Bureau manages its data in accordance with the authorities under which it is collected and in compliance with applicable law, including the Bureau’s regulations on handling of confidential information, 12 CFR Part 1070.

The Bureau does distinguish between different categories of information that it may generate or obtain. The Dodd-Frank Act and other statutes impose certain restrictions on the Bureau’s use of information, and those restrictions may depend on the nature and sources of the information. Furthermore, the Bureau’s regulations, at 12 CFR §1070.40 et seq., restrict the circumstances in which the Bureau may disseminate internally, share with other agencies, or disclose to the public certain categories of confidential information, including confidential supervisory information, confidential investigatory information, and consumer complaint information. To the extent that the Bureau obtains confidential information from other agencies, the Bureau’s agreements with such agencies may also restrict the Bureau’s use of the information.

Q.4. In your testimony, you mentioned that the CFPB needed to undertake a Big Data collection to help for economic and statistical analyses for rulemakings. Can data collected under CFPB’s supervisory authority be used for rulemaking purposes related to the practices of the institutions being examined?

A.4. The Bureau is authorized to examine and require reports of supervised institutions for several purposes, including assessing risks to consumers in the consumer financial marketplace.

Accordingly, the Bureau utilizes supervisory information both to assess compliance with Federal consumer financial law and, when

appropriate, to assist the Bureau in research 12 U.S.C. 5514(b)(1), 5515(b)(1), 5512(c)(4)(B).

Q.5. Does the CFPB inform institutions being examined for supervisory purposes when data are collected for purposes unrelated to the exam?

A.5. The Bureau has informed industry and the public at large that it does have authority to use its supervisory requests to obtain information to assess compliance with consumer financial laws, about the activities and compliance systems or procedures of supervised entities, and detect and assess risks to consumers and markets for consumer financial products. See, Dodd-Frank Act §§1024(b)(1) and 1025(b)(1). The Bureau does not collect data that is unrelated to these purposes.

Q.6. How does the CFPB plan to utilize the Big Data it collects in each of the following areas: (i) research and analysis, (ii) supervision, (iii) enforcement, and (iv) regulation?

A.6. Congress has provided the Bureau with several tools for gathering information, including through examinations, civil investigative demands, publicly available sources, consumer complaints, and through the Section 1022(c)(4) authority discussed above. Data collected using one of these tools may be relevant to both the function for which it was collected and another related function.

For example, one of the Bureau's primary functions is to collect, investigate, and respond to consumer complaints. Although the Bureau receives complaints in the course of performing this function, the complaints, and the data derived from them, also support other Bureau functions, including, for example, its consumer education function and its supervisory and enforcement functions. Similarly, data the Bureau gathers in examining institutions for purposes of detecting risks to consumers and to consumer financial markets will also often help the Bureau fulfill Congress' directive that it monitor the markets for risks to consumers.

The Bureau utilizes the data it possesses for empirical analyses such as those included in our reports on private student loans (which relied entirely on anonymized data provided voluntarily to the Bureau by a number of lenders) and payday lending and deposit advance (which relied principally on data collected through supervisory exams). These analyses may include descriptive tabulations in addition to more formal econometric modeling, which together, support the Bureau's mission to understand consumer financial markets; to monitor for risks to consumers in the offering or provision of consumer financial products or services; and more generally to follow developments in markets for such products or services. These data and analyses also support policy development, including rulemaking and any related considerations of the benefits, costs, and impact of particular rules.

The Bureau utilizes data—including data gathered during examinations, consumer complaints, and publicly available data—to prioritize its supervisory activities and to examine institutions' compliance with Federal consumer financial law, their compliance programs, and the risks their activities pose to consumers. The Bureau also uses information for enforcement purposes, such as as-

sessing possible violations, evaluating the scope of consumer harm from such violations, and determining enforcement strategies.

Q.7. If consumer data is used in future rulemakings, will the CFPB explain in the rule what data it used and how such Big Data improved its analysis and the rulemaking process? Will CFPB provide sufficient information and necessary data in future rulemakings to allow the public to reach the same conclusions as the Bureau through independent analysis?

A.7. As an evidence-based agency, the Bureau seeks to gather data to inform the rulemaking process. Pursuant to the Administrative Procedure Act, the Bureau generally provides notice to the public regarding such data when it considers using them in notice-and-comment rulemaking. In some cases, confidential data are the best source of information on a given topic. In such cases, CFPB works to provide as much information to the public as possible, consistent with its obligations to maintain confidentiality.

An example of our approach is the rulemaking to implement Dodd-Frank Act requirements concerning assessment of consumers' ability to repay mortgage loans, where the Bureau received additional loan-level data including, debt-to-income ratio information, from the Federal Housing Finance Agency in the course of the rulemaking regarding performance of loans purchased or guaranteed by Freddie Mac and Fannie Mae. The Bureau then reopened the comment period to provide notice to the public of the new data, to seek comment on its use, and to seek additional data particularly regarding performance of loans held in portfolio. In the preamble to the final rule, the Bureau then explained the results of the data analysis and how it impacted the Bureau's thinking about key issues in the rulemaking.

Q.8. Will the Bureau make its consumer Big Data collection available to researchers, consumers or others, as it has with the information in the Consumer Complaint Database? What information regarding its Big Data, if any, will the CFPB make public, and when?

A.8. The Dodd-Frank Act in some instances requires and in other instances authorizes the Bureau to make information public, to report it to Congress, or to share it with other agencies. Whenever the Bureau makes information public, reports it, or shares it with other agencies, the Bureau takes appropriate steps, consistent with applicable statutes, regulations, policies, and agreements, to protect any confidential information, including personally identifiable information in those rare instances in which the Bureau collects such information, confidential commercial information, supervisory information, law enforcement information, or confidential information that the Bureau has obtained from other agencies.

Q.9. How many financial institutions have been asked to provide consumer data to the CFPB, and how many of them are currently doing so? How many customer accounts is the CFPB following on a monthly basis with respect to Big Data it collects from data purchased from vendors, data collect from supervisory requests and examinations, from the CFPB's National Mortgage Database and

from the data furnished by consumers to the CFPB's Consumer Complaint Database?

A.9. Most of the data that the Bureau has gathered directly from institutions has been as part of the supervisory process. Information about the number of institutions from which the Bureau receives data through the exercise of its supervisory authority is confidential supervisory information. Information about the number of accounts about which the Bureau receives data through exercise of its supervisory authority is also confidential supervisory information. For the Bureau's report on student loans, nine lenders voluntarily submitted data. The Bureau is not tracking individuals' loans.

Regarding ongoing data efforts, the National Mortgage Database is based upon a de-identified sample of 5 percent of mortgages in the United States. Similarly, the Bureau's purchase of de-identified credit report data includes a sample of roughly 4 percent of consumers. These data are renewed monthly so changes in the market can be considered for research and policymaking and each update of the data is anonymous.

Regarding data furnished by consumers when submitting complaints to the Bureau, the Bureau received approximately 91,000 consumer complaints between January 1, 2012, and December 31, 2012. In total since beginning to accept complaints on July 21, 2011, the Bureau has received approximately 156,000 consumer complaints. A summary of the Bureau complaint process and related data can be found in the Bureau's most recent Semi-Annual Report to Congress (available at <http://www.ConsumerFinance.gov/reports/semi-annual-report-2/>).

Q.10. At the hearing, you mentioned that the CFPB purchases data from Argus. Please name all of the outside, third-party vendors and contractors and their subcontractors used for the collection of Big Data.

A.10. The Bureau does not purchase data from Argus but rather contracts with Argus to maintain data collected by the Bureau through its supervisory processes.

The following other contractors (and subcontractors) are used for the collection of data by the Bureau:

- Argus Information and Advisory Services LLC (Transunion is a subcontractor)
- Blackbox Logic LLC (no subcontractors)
- Clarity Services Inc. (Experian is a subcontractor)
- Corelogic Information Solutions Inc. (no subcontractors)
- Experian (no subcontractors)

Q.11. How many pieces of information (data points) has the CFPB collected to date? How many pieces of information (data points) is the CFPB collecting on a monthly basis?

A.11. The Bureau has purchased two commercially available datasets, widely used by regulators, investors, and other private entities, regarding mortgage loan performance. Those datasets contain fields that describe some of the basic characteristics of the

loan, and on a monthly basis, the performance of the loan. These data do not contain personally identifiable information.

As part of the National Mortgage Database and the credit record procurement, the Bureau is obtaining all of the data elements collected by the credit bureaus with respect to the records in the panel other than elements that reveal PII such as name or address or social security number. Additional data elements will be appended to the NMDB from other data sources such as HMDA; the number of such data elements is still being developed.

For the credit card database collected under our supervisory authority, we are collecting a subset of the data elements maintained by the participating issuers. These data do not contain personally identifiable information.

Q.12. Currently, we are aware that the CFPB is collecting data on mortgages, home equity lines of credit, credit cards, checking accounts, overdrafts, student lending (private), student lending (Government), and deposit advances. What other areas does the CFPB collect, or plan to collect, consumer data?

A.12. As noted, the CFPB collects data on mortgages and credit records; we have done one-time data collection with respect to other products (student loans, payday, and checking accounts). As part of our ongoing supervisory work, we will, in the normal course of examinations, collect data from individual institutions in order to assess compliance with consumer financial laws, obtain information about the activities and compliance systems or procedures, and detect and assess risks to consumers and markets for consumer financial products.

Q.13. Is the data collected in the course of CFPB's supervision duplicative or overlapping with data collected by the institutions' prudential regulators.

A.13. Sections 1024 and 1025 of the Dodd-Frank Act directs the Bureau to coordinate its supervisory activities with those conducted by the prudential regulators and the State bank regulatory authorities in order to minimize regulatory burden. The Dodd-Frank Act also requires the Bureau to use, to the extent possible, reports that have been provided or required to have been provided to a Federal or State agency and information that has been reported publicly (*see*, Section 1024(b); 1025(b)).

The Bureau and the prudential regulators entered into a Memorandum of Understanding on Supervisory Coordination (MOU) on May 16, 2012, in order to facilitate this coordination of supervisory activities (available at http://files.ConsumerFinance.gov/f/201206_CFPB_MOU_Supervisory_Coordination.pdf). Section IV of the MOU commits the Bureau and the prudential regulators, as part of the requirement that examination be conducted simultaneously; to sharing with each other any information requests sent to covered institutions relating to covered examinations. Section V reiterates the requirement of Section 1025 of the Dodd-Frank Act that the Bureau will, to the fullest extent possible, use reports pertaining to a covered institution that has been provided or required to have been provided to a Federal or State agency, and information that has been publicly reported.

The CFPB's Supervision and Examination Manual (available at http://files.ConsumerFinance.gov/f/201210_cfpb_supervision-and-examination-manual-v2.pdf) explains how examiners are to scope examinations. In accordance with the requirements of the Dodd-Frank Act, the Manual directs examiners to gather as much information as possible from within the Bureau, other regulatory agencies, and third-party public sources.

Q.14. Please provide copies of all contracts that the CFPB has with outside, third-party vendors and contractors and their subcontractors engaged in or involved in any capacity with the Bureau's Big Data collection of consumer information.

A.14. Attached are contract copies (and modifications) for the prime contractors identified in the response to Question 10. Copies of sub-contracts are not available since those agreements are between the prime contractor and their subcontractor.

- Argus Information and Advisory Services LLC (5 attachments)
- Blackbox Logic LLC (7 attachments)
- Clarity Services Inc. (4 attachments)
- Corelogic Information Solutions Inc. (3 attachments)
- Experian (4 attachments)

Please be aware that the documents provided are contractual documents that may contain trade secrets and/or proprietary or confidential information of private entities. The companies should be consulted before any of this information is released publicly to avoid possible competitive harm to these private parties.

Argus Information and Advisory Services LLC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE CFP		7. ADMINISTERED BY (if other than Item 6) CODE CFPB	
CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20006-4702		CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ARGUS INFORMATION AND ADVSY SRS LLC 50 MAIN STREET SUITE 1175 WHITE PLAINS NY 10606-1920		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CFP-12-C-00001 10B. DATED (SEE ITEM 13) 03/13/2012			
CODE 078531295 FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(g). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) RMR Collection and Analysis of Credit Card Data 1. The purpose of this modification is to change the COR identified within paragraph 7.1 of this contract. Mr. O'Mealia is replacing Ms. Xiaoling Ang (who replaced Mark Egerman). Attachment 1 to this modification provides a replacement page for page 19 of the contract. 2. Note: Modification 0002 exercised CLINs 1001 through 1010, funded by line 0002 under Block 19 of the award SF1449. 3. No other term or condition is changed. Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED 03/20/2013	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED CFP-12-C-00001/0003		PAGE 2	OF 2
NAME OF OFFEROR OR CONTRACTOR ARGUS INFORMATION AND ADVSY SRS LLC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Credit Card Vendor: NO Period of Performance: 03/15/2012 to 03/14/2017				
<small>NSN 7540-01-153-8087</small> <small>OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR (48 CFR) 53.110</small>					

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

- 7.1. The Contracting Officer's Representative for this contract is Mr. Sean O'Mealia, and can be reached at 202.435.7118. Ms. Xiaoling Ang is the ACOR, and can be reached at 202.435.7686.
- 7.2. Performance of work must be subject to the technical direction of the COR identified, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and/or otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.
- 7.3. Technical direction must be within the scope of the contract. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:
- Constitutes a change of assignment or additional work outside the requirements;
 - Constitutes a change as defined in the clause entitled "Changes";
 - Causes a change in the Contract price or the time required for performance;
 - Changes any of the terms, conditions, or requirements of the contract;
 - Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
 - Directs, supervises, or otherwise controls the actions of the Contractor's employees.
- 7.4. The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or designee, falls within the limitations in paragraph 7.3 herein, the Contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- 7.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20006-4702		CODE CFP		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		CODE CFPB	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARGUS INFORMATION AND ADVSY SRS LLC 50 MAIN STREET SUITE 1175 WHITE PLAINS NY 10606-1920		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. CFP-12-C-00001	
				10B. DATED (SEE ITEM 13) 03/13/2012	
CODE 078531295		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) RMR Collection and Analysis of Credit Card Data					
1. The purpose of this modification is to change the COR identified within paragraph 7.1 of this contract. Ms. Kirsten Ling is replacing Mr. O'Mealia. Attachment 1 to this modification provides a replacement page for page 19 of the contract. 2. No other term or condition is changed. Credit Card Vendor: NO Period of Performance: 03/15/2012 to 03/14/2017					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		ELIE STONE			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				08 May 2013	
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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

- 7.1. The Contracting Officer's Representative for this contract is Ms. Kirsten Ling, and can be reached at 202.435.7201. Ms. Xiaoling (Ling Ling) Ang is the ACOR, and can be reached at 202.435.7686.
- 7.2. Performance of work must be subject to the technical direction of the COR identified, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and/or otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.
- 7.3. Technical direction must be within the scope of the contract. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:
 - Constitutes a change of assignment or additional work outside the requirements;
 - Constitutes a change as defined in the clause entitled "Changes";
 - Causes a change in the Contract price or the time required for performance;
 - Changes any of the terms, conditions, or requirements of the contract;
 - Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
 - Directs, supervises, or otherwise controls the actions of the Contractor's employees.
- 7.4. The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or designee, falls within the limitations in paragraph 7.3 herein, the Contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- 7.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 29				CFP-40100-12-0001		1 236	
2. CONTRACT NO. CFP-12-C-00001		3. AWARD EFFECTIVE DATE 03/15/2012		4. ORDER NUMBER		5. SOLICITATION NUMBER CFP-12-R-00001	
6. SOLICITATION INFORMATION CALL:		7. NAME ELIE STONE		8. TELEPHONE NUMBER		9. OFFER DUE DATE/LOCAL TIME	
10. ISSUED BY CONSUMER FIN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20006-4702		11. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		12. UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(a)		13. NAFIC 518210 SIZE STANDARD: \$25.0	
14. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> FOB SCHEDULE		15. DISCOUNT TERMS		16. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER DPAS (15 CFR 708)		17. RATING	
18. DELIVER TO SEE HEREIN - CFP		19. SEE HEREIN - CFP		20. ADMINISTERED BY CONSUMER FINAN PROTECTION BUREAU OFFICE OF PROCUREMENT 1700 G STREET, NW WASHINGTON DC 20552		21. METHOD OF SOLICITATION <input type="checkbox"/> INFQ <input type="checkbox"/> INF <input type="checkbox"/> RFP	
22. CONTRACTING OFFICER ARGUS INFORMATION AND ADVSY SRS LLC 50 MAIN ST STE 1175 WHITE PLAINS NY 10606-1920		23. CODE 078531295 FACILITY CODE		24. PAYMENT WILL BE MADE BY ARC/ASD/CFP		25. CODE ARC/ASD/CFP	
26. TELEPHONE NO.				27. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
28. SUBMIT PROPOSER TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
0001	RMR Collection and Analysis of Credit Card Data Accounting Info: CFP55778FXXXX-2012-610001-CFP4016000-2512-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 03/15/2012 to 03/14/2017 Base Year of Services. This line transfers funding only. See paragraph 1.0 for the Schedule of Supplies or Services, and Prices. Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				2,900,000.00		
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,900,000.00			
27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				28. ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				28. ARE <input type="checkbox"/> ARE NOT ATTACHED.			
29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30. SIGNATURE OF OFFEROR/CONTRACTOR				31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
32. NAME AND TITLE OF SIGNER (Type or print)		33. DATE SIGNED		34. NAME OF CONTRACTING OFFICER (Type or print)		35. DATE SIGNED	
ELIE STONE				ELIE STONE			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 03/15/2012 to 03/14/2013				
0002	First Option Year of Credit Card Data Services. This line transfers funding only. See paragraph 1.0 for the Schedule of Supplies or Services, and Prices. Amount: \$2,950,000.00 (Option Line Item)				0.00
	Period of Performance: 03/15/2013 to 03/14/2014				
0003	Second Option Year of Credit Card Data Services. This line transfers funding only. See paragraph 1.0 for the Schedule of Supplies or Services, and Prices. Amount: \$3,000,000.00 (Option Line Item)				0.00
	Period of Performance: 03/15/2014 to 03/14/2015				
0004	Third Option Year of Credit Card Data Services. This line transfers funding only. See paragraph 1.0 for the Schedule of Supplies or Services, and Prices. Amount: \$3,050,000.00 (Option Line Item)				0.00
	Period of Performance: 03/15/2015 to 03/14/2016				
0005	Fourth Option Year of Credit Card Data Services. This line transfers funding only. See paragraph 1.0 for the Schedule of Supplies or Services, and Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT _____ 37. CHECK NUMBER _____
☐ PARTIAL ☐ FINAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. SHIP ACCOUNT NUMBER _____ 39. SHIP VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____

42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____
 42c. DATE RECD (YYMMDD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED SFP-12-C-00001		PAGE OF 3 236	
NAME OF OFFEROR OR CONTRACTOR ARGUS INFORMATION AND ADVSY SRS LLC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Prices.</p> <p>Amount: \$3,100,000.00 (Option Line Item)</p> <p>Period of Performance: 03/15/2016 to 03/14/2017</p> <p>The total amount of award: \$15,000,000.00. The obligation for this award is shown in box 26.</p>				

NEW 7500-01-162-0007

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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1.0 SCHEDULE OF SUPPLIES OR SERVICES, AND PRICES.

Base Period: March 15, 2012 – March 14, 2013					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
0001	TASK 1 - Data Collection and Transmission				
	0001AA Data Collection and Transmission	MO	12	\$	00
	0001AB A. Leverage Collected Account-Level Credit Bureau Attributes	EA	4	\$	00
0002	Task 2 - Data Validation/Verification and Quality Control	MO	12	\$	00
0003	Task 3 - Secure Data Transmission, Storage and Technology Infrastructure	MO	12	\$	00
0004	Task 4 - Data Aggregation	MO	12	\$	00
0005	Task 5 - Reporting	MO	12	\$	00
0006	Task 6 - Data Extract Capabilities	MO	12	\$	00
0007	Task 7 - Technical and Analytical Support	MO	12	\$	00
0008	Task 8 - System Testing, Training and Documentation	MO	12	\$	00
0009	Task 9 - General Management, Resources, Decision-Making	MO	12	\$	00
TOTAL TASKS					\$2,900,000.00

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
0010	Additional User Licenses				
	0010AA Per User, 101-124	EA			
	0010AB Per User, 125-149	EA			
	0010AC Per User, 151-174	EA			
	0010AD Per User, 175-200	EA			
TOTAL ADDITIONAL L					00

TOTAL BASE PERIOD	\$2,900,000.00
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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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Option Year 1: March 15, 2013 – March 14, 2014					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED
1001	Task 1 - Data Collection and Transmission				
	1001AA First 11 months	MO	11		
	1001AB Final month	MO	1		
	1001AC A - Leverage Collected Account-Level Credit Bureau Attributes (Quarterly)	EA	4		
1002	Task 2 - Data Validation/Verification and Quality Control				
	1002AA First 11 months	MO	11		
	1002AB Final month	MO	1		
1003	Task 3 - Secure Data Transmission, Storage and Technology Infrastructure				
	1003AA First 11 months	MO	11		
	1003AB Final month	MO	1		
1004	Task 4 - Data Aggregation	MO	12		
1005	Task 5 - Reporting				
	1005AA First 11 months	MO	11		
	1005AB Final month	MO	1		
1006	Task 6 - Data Extract Capabilities				
	1006AA First 11 months	MO	11		
	1006AB Final month	MO	1		
1007	Task 7 - Technical and Analytical Support				
	1007AA First 11 months	MO	11		
	1007AB Final month	MO	1		
1008	Task 8 - System Testing, Training and Documentation				
	1008AA First 11 months	MO	11		
	1008AB Final month	MO	1		
1009	Task 9 - General Management, Resources, Decision Making				
	1009AA First 11 months	MO	11		
	1009AB Final month	MO	1		
TOTAL TASKS					\$2,950,000.00

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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Option Year 1: March 15, 2013 – March 14, 2014					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1010	Additional User Licenses				
	1010AA Per User, 101-124	EA			
	1010AB Per User, 125-149	EA			
	1010AC Per User, 151-174	EA			
	1010AD Per User, 175-200	EA			
TOTAL ADDITION					0

TOTAL OPTION PERIOD 1	\$2,950,000.00
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CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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Option Year 2: March 15, 2014 – March 14, 2015					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
2001	Task 1 - Data Collection and Transmission				
	2001AA Data Collection and Transmission	MO	12		
	2001AB A – Leverage Collected Account-Level Credit Bureau Attributes (Quarterly)	EA	4		
2002	Task 2 - Data Validation/Verification and Quality Control				
	2002AA First 11 months	MO	11		
	2002AB Final month	MO	1		
2003	Task 3 - Secure Data Transmission, Storage and Technology Infrastructure				
	2003AA First 11 months	MO	11		
	2003AB Final month	MO	1		
2004	Task 4 - Data Aggregation				
	2004AA First 11 months	MO	11		
	2004AB Final month	MO	1		
2005	Task 5 - Reporting				
	2005AA First 11 months	MO	11		
	2005AB Final month	MO	1		
2006	Task 6 - Data Extract Capabilities				
	2006AA First 11 months	MO	11		
	2006AB Final month	MO	1		
2007	Task 7 - Technical and Analytical Support				
	2007AA First 11 months	MO	11		
	2007AB Final month	MO	1		
2008	Task 8 - System Testing, Training and Documentation				
	2008AA First 11 months	MO	11		
	2008AB Final month	MO	1		
2009	Task 09 - General Management, Resources, Decision Making				
		MO	12		
TOTAL TASKS					\$3,000,000.00

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
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Option Year 2: March 15, 2014 – March 14, 2015					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
2010	Additional User Licenses				
2010AA	Per User, 101-124	EA			
2010AB	Per User, 125-149	EA			
2010AC	Per User, 151-174	EA			
2010AD	Per User, 175-200	EA			
TOTAL ADDITIONAL L					
TOTAL OPTION PERIOD 2				\$3,000,000.00	

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Option Year 3: March 15, 2015 – March 14, 2016					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
3001	Task 1 - Data Collection and Transmission				
	3001AA Data Collection and Transmission	MO	12		
	3001AB A - Leverage Collected Account-Level Credit Bureau Attributes (Quarterly)	EA	4		
3002	Task 2 - Data Validation/Verification and Quality Control	MO	12		
3003	Task 3 - Secure Data Transmission, Storage and Technology Infrastructure	MO	12		
3004	Task 4 - Data Aggregation	MO	12		
3005	Task 5 - Reporting	MO	12		
3006	Task 6 - Data Extract Capabilities	MO	12		
3007	Task 7 - Technical and Analytical Support	MO	12		
3008	Task 8 - System Testing, Training and Documentation	MO	12		
3009	Task 9 - General Management, Resources, Decision Making	MO	12		
TOTAL TASKS					\$3,050,000.00

CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
3010	Additional User Licenses				
	3010AA Per User, 101-124	EA			
	3010BA Per User, 125-149	EA			
	3010CA Per User, 151-174	EA			
	3010DA Per User, 175-200	EA			
TOTAL ADDITIONAL LIC					

TOTAL OPTION PERIOD 3	\$3,050,000.00
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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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Option Year 4: March 15, 2016 – March 14, 2017					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
4001	Task 1 - Data Collection and Transmission				
	4001AA First 11 months	MO	11		
	4001AB Final month	MO	1		
	4001AC A - Leverage Collected Account-Level Credit Bureau Attributes (Quarterly)	EA	4		
4002	Task 2 - Data Validation/Verification and Quality Control				
	4002AA First 11 months	MO	11		
	4002AB Final month	MO	1		
4003	Task 3 - Secure Data Transmission, Storage and Technology Infrastructure	MO	12		
4004	Task 4 - Data Aggregation				
	4004AA First 11 months	MO	11		
	4004AB Final month	MO	1		
4005	Task 5 - Reporting				
	4005AA First 11 months	MO	11		
	4005AB Final month	MO	1		
4006	Task 6 - Data Extract Capabilities				
	4006AA First 11 months	MO	11		
	4006AB Final month	MO	1		
4007	Task 7 - Technical and Analytical Support				
	4007AA First 11 months	MO	11		
	4007AB Final month	MO	1		
4008	Task 8 - System Testing, Training and Documentation				
	4008AA First 11 months	MO	11		
	4008AB Final month	MO	1		
4009	Task 9 - General Management, Resources, Decision Making				
	4009AA First 11 months	MO	11		
	4009AB Final month	MO	1		
TOTAL TASKS					\$3,100,000.00

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 SF 1449, Award Document, Continuation page

CLIN	DESCRIPTION		UNIT	QTY	UNIT PRICE	EXTENDED PRICE
4010	Additional User Licenses					
	4010AA	Per User, 101-124	EA			
	4010AB	Per User, 125-149	EA			
	4010AC	Per User, 151-174	EA			
	4010AD	Per User, 175-200	EA			
TOTAL ADDITIONAL						0

TOTAL OPTION PERIOD 4	\$3,100,000.00
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CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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2.0 SUMMARY OF PRICING AND OBLIGATIONS.

PERIOD OF PERFORMANCE	TOTAL PRICES	OBLIGATED TO DATE
BASE PERIOD	\$2,900,000.00	\$2,900,000.00
OPTION PERIOD 1	\$2,950,000.00	0.00
OPTION PERIOD 2	\$3,000,000.00	0.00
OPTION PERIOD 3	\$3,050,000.00	0.00
OPTION PERIOD 4	\$3,100,000.00	0.00
TOTALS	\$15,000,000.00	\$2,900,000.00

3.0 PERIOD OF PERFORMANCE. The contract shall consist of a multi-month base period and four, single-year option periods, consisting of 12 months each, as follows:

Base Period:	March 15, 2012 – March 14, 2013
First Option Period:	March 15, 2013 – March 14, 2014
Second Option Period:	March 15, 2014 – March 14, 2015
Third Option Period:	March 15, 2015 – March 14, 2016
Fourth Option Period:	March 15, 2016 – March 14, 2017

4.0 PAYMENT SCHEDULE. Payment shall be made in accordance with the Prompt Payment Act (31 U.S.C. 3903), and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

5.0 INVOICES. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315. The Contractor shall submit all invoices electronically to the following address: CFP@bpd.treas.gov, with a copy submitted to the COR and Contracting Officer via e-mail simultaneously. Each invoice submitted shall be supported by appropriate documentation, including:

- Name and address of the Contractor;
- Invoice date and number;
- Agreement number, line item number and, if applicable, the Call number;
- Description, quantity, unit of measure, unit price, and extended price of the

services and/or items delivered;

- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- Terms of any discount(s) for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of a defective invoice;
- Taxpayer Identification Number (TIN), but only if required elsewhere in this Agreement; and
- Electronic funds transfer (EFT) banking information:

- A. The Contractor shall include EFT banking information on the invoice only if required elsewhere in this Agreement.
- B. If EFT banking information is not required to be on the invoice, for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, *Payment by Electronic Funds Transfer—Central Contractor Registration*, or 52.232-34, *Payment by Electronic Funds Transfer—Other Than Central Contractor Registration*), or applicable agency procedures.
- C. EFT banking information is not required if the Government waived the requirement to pay by EFT.

6.0 CONTRACTING OFFICER (CO) DESIGNATION AND AUTHORITY. The Contracting Officer for the contract is Ms. Elie F. Stowe, who can be reached by electronic mail at: Elie.Stowe@cfpb.gov, and by commercial telephone at: 202.435.7458. The Contracting Officer, in accordance with Part 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of the contract, and notwithstanding any clauses contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract to cover any increase in cost incurred as a result thereof.

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

- 7.1. The Contracting Officer's Representative for this contract is Mr. Mark Egerman, who can be reached by electronic mail at: Mark.Egerman@cfpb.gov, and by commercial telephone at: 202.435-7258.
- 7.2. Performance of work must be subject to the technical direction of the COR identified, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details, and/or otherwise serves to ensure that tasks outlined in the Call are accomplished satisfactorily.
- 7.3. Technical direction must be within the scope of the contract. Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays. The COR does not have authority to issue technical direction that:
- Constitutes a change of assignment or additional work outside the requirements;
 - Constitutes a change as defined in the clause entitled "Changes";
 - Causes a change in the Call price or the time required for performance;
 - Changes any of the terms, conditions, or requirements of the Call;
 - Interferes with the Contractor's right to perform under the terms and conditions of the Call; or
 - Directs, supervises, or otherwise controls the actions of the Contractor's employees.
- 7.4. The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR, or designee, falls within the limitations in paragraph 9.3 herein, the Contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- 7.5. Failure of the Contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

8.0 CONTRACTOR PROJECT MANAGER.

- 8.1 The Contractor's designated Project Manager/Account Representative for this contract is:

Alex Sulkowski
 50 Main Street, Suite 1175
 White Plains, NY 10606,

who can be reached by electronic mail at: asulkowski@Argusinformation.com, and by commercial telephone at: 914-307-3178.

- 8.2 The Project Manager/Account Representative shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager/Account Representative or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

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

CFP-12-C-01001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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10.0 DOCUMENTS INCORPORATED. The following documents are hereby incorporated into, and made a part of, this contract at the Attachments indicated:

ATTACHMENTS

- 1: SMALL-BUSINESS SUBCONTRACTING PLAN
- 2: DATA MANAGEMENT PLAN
- 3: DATA QUALITY MANAGEMENT PLAN
- 11: KEY PERSONNEL LISTING

///END OF SECTION SF 1449///

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
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SECTION A – STATEMENT OF REQUIREMENTS

1.0 BACKGROUND.

- 1.1 On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act), which created the Consumer Financial Protection Bureau (CFPB). The CFPB is responsible for implementing and enforcing federal consumer protection laws. The CFPB also supervises large banks and non-depository institutions to ensure compliance with federal consumer law.
- 1.2 Comprehensive credit card data is needed by the CFPB for conducting market analysis across the credit card industry. By utilizing a standard set of data elements and definitions, sound conclusions can be drawn regarding the credit card industry. This data is important and required to support CFPB's supervisory activities to ensure consumer protections laws are followed.
- 1.3 Under the Act and other federal consumer financial laws, the CFPB is authorized to collect, research, and monitor information relevant to the functioning of markets for consumer financial products. The general purpose of such research activities is to identify both risks to consumers and to ensure the proper functioning of consumer financial markets. These research activities will also support the CFPB's general regulatory regime, ensuring that any rulemaking will reflect an understanding of the markets. Further, as the Act also requires the CFPB to issue reports on various consumer protection issues, the dataset gained from such research will also support these required reports.
- 1.4 Loan-level data is the critical enabler in the CFPB's efforts to analyze and understand consumer behavior and the credit card marketplace. Account-level information provides unique insight into understanding changes in the credit card market. This information can be used to support research into fees, charge-offs, rate increases, and balances. Such information maintained in a database can be used to create both present-day snapshots and historical trend data and help the CFPB understand the cost of credit and how the costs are realized by consumers. The highly granular information available through such a database will allow the CFPB to disaggregate the data in order to look at credit availability by customer group.

2.0 PURPOSE. The CFPB seeks to acquire support services for the collection, transmission, validation, aggregation, reporting, storage, and analysis of a distinct set of credit card data submitted periodically by and collected from nine (9) certain federally regulated banks (collectively referred to as the "Banks"). The purpose of this effort is to support the CFPB's analysis of the credit card industry.

3.0 SCOPE.

3.1 The Contractor will be required to provide services for the collection, transmission, validation, aggregation, reporting, storage, and analysis of credit card data on the behalf of the CFPB Card Market Team. The CFPB requires Contractor expertise in working with large complex bank companies in regards to risk based analysis, benchmarking, and risk reporting for revolving credit card exposures. The credit card data sets will compliment already existing data sets currently collected by a third-party aggregator for the Department of the Treasury's Office of the Comptroller of the Currency (OCC). The OCC currently collects comprehensive credit card data from nine (9) of the largest credit card issuing national banks based on standard data and definitions on a monthly basis. The Banks that provide the CFPB with credit card data are different from the banks that currently provide data to the OCC. The services include, but are not limited to:

- providing direct assistance to the Banks to resolve data quality issues and make recommendations to the CFPB for further improving data quality;
- providing data to be stored on CFPB servers, which is conducive to the generation of reports and analytical analysis;
- creating the technical capability for the data collected from the Banks to be shared with the OCC, and for integrating bank data that is provided by the OCC pursuant to an existing Memorandum of Understanding (MOU) between the OCC and CFPB;
- providing expertise in data aggregation and report design; and
- providing a secure web-based portal from which government agency users may generate previously defined reports, execute ad-hoc queries and define and/or download data extracts against previously submitted data, as content available from the web-based portal will be accessed by government agency users to conduct ongoing supervision and risk based analysis.

- 3.2 The Contractor shall provide an electronic interface for filing or uploading of periodic reports for credit card data. The quality and reliability of the data shall be checked as part of the Contractor's and the Banks' data validation processes.
- 3.3 The Contractor may be required by the CFPB to share credit card data collected from the Banks with additional government entities as directed by the Contracting Officer's Representative (COR). No other government entities will have the authority to request services or deliverables under the contract to be awarded.
- 3.4 At the CFPB's discretion, one or more of the entities that comprise the Banks, as defined herein, may be replaced by another bank. In such cases, historical data collections may be required for reporting periods earlier than the contract award date from these banks.
- 3.5 All of the Contractor's work product related to the contract awarded will belong to the CFPB. All communications with, and work performed for, the CFPB will remain confidential and can only be disclosed with prior written permission from the CFPB. The Contractor will perform all work in its own facilities.

4.0 DATA ELEMENTS.

- 4.1 The credit card data element definitions are described in Attachment 4. A data dictionary documenting the data types of the elements as currently stored is available in Attachment 5. Account-level metrics will be submitted to the CFPB by nine regulated participating banks on a monthly basis using data from the previous month end (the "As of Date"). On a monthly basis thereafter, the Banks have until the last day of the next month after the previous month's end to submit the data - the "Reporting Date." The Banks may file the data for the previous month any time during the following month. As needed, the Banks may resubmit their filing, either of their own accord or at the direction of the CFPB.
- 4.2 The Contractor shall submit portfolio-level data to the CFPB quarterly by the month end-date following the date of the public release of the Banks' quarterly earnings statements. The definitions and structure of portfolio-level metrics are described in Attachments 4 and 5. The Contractor shall submit portfolio data current as of month end for each month in the quarter.

5.0 TASKS. The following requirements address the minimum required results to collect, aggregate, validate, store, retrieve and report on data series discussed herein. The Contractor's system shall be available and ready to collect, aggregate, validate, store, retrieve and report credit card data in accordance with the requirement herein, no later than thirty calendar days after contract award. The Contractor shall gather and store data elements identified in Attachments 4 and 5. Where appropriate, and with the prior approval of the COR, the Contractor may derive certain items in order to ensure common definitions and consistency across the Banks (e.g. average daily balance, the mapping of credit scores to a score with a common definition). All accounts (pre-charge-off) will be reported by the Banks as well as all accounts charged-off within the past twelve months. As additional supervisory requirements are defined, additional data elements or portfolio types may be added to the scope of data collection and validation. Any additional data elements and portfolio types added to the data collection and valuation by the request of the COR will be considered within the scope of this requirement and included in the proposed fixed unit prices. In the event existing definitions need to be changed or data elements need to be added, the CFPB may consult with the Contractor, but final decisions on any definition language reside with the CFPB. As part of the reporting requirements, the Contractor shall provide the portfolio-level data in the reporting schedule format provided (Attachment 6). The Contractor shall follow the elements as described in the data definitions and data dictionary. The Contractor shall provide or perform each of the tasks listed below.

5.1 TASK 1 - DATA COLLECTION AND TRANSMISSION. The Contractor shall:

- 5.1.1 On a monthly basis, collect loan-level and portfolio credit card servicing data from the Banks based on the prior month-end.
- 5.1.2 Be available and ready to receive data starting no later than thirty calendar days after contract award. The Contractor's system should aggregate this data with the related data provided to the OCC by other banks. The datasets should be able to be aggregated and treated as a single set when needed.
- 5.1.3 Receive monthly filings from the Banks beginning the first of every month for the previous month's data.
- 5.1.4 Develop and assemble the structured formats (e.g. delimited text files) that will be utilized for data collection and transmission from the Banks

based on the data elements provided in Attachments 4 and 5.

- 5.1.5 Collect, transmit and receive credit card bank data files from the Banks.
- 5.1.6 Coordinate monthly period-end data submission with the Banks.
- 5.1.7 Resolve any bank compliance issues of data based upon format, structure, transmission, and quality of the data from the Banks based on the CFPB templates and data definitions.
- 5.1.8 Work with the Banks to achieve data submission compliance based on any additions, modifications, and clarifications to the data elements, schedules or definitions, when requested by the COR.
- 5.1.9 Work with the Banks to facilitate data mapping or transformation of elements from single and/or disparate systems to comply with the Contractor's data collection compliance and processes.
- 5.1.10 Collect credit card data from single and/or disparate information systems based on the Banks' information systems.
- 5.1.11 Obtain COR approval to request a resubmission of data by a given bank, and provide the appropriate supporting documentation to justify the need for the resubmission.
- 5.1.12 Assist the Banks with the preparation and submission of filings immediately upon contract award.
- 5.1.13 Work with the Banks to develop the strategy and plan of action for collecting required data elements that are not readily available from the Banks' systems. The Contractor will not be responsible for developing, modifying or fixing any deficiencies noted in the Banks' systems. However, the Contractor shall notify the CFPB of such findings through status reports discussed in Section 5.9.4.
- 5.1.14 Collect and leverage account-level credit bureau attributes for expanded data analysis capabilities. The Contractor shall be responsible

for safeguarding the privacy of account information to ensure that no social security numbers, names, addresses, bank account numbers or other personally identifiable information will be obtained under this Contract. (Given the sensitive nature of this information, account-level credit bureau attributes to be collected by the Contractor will be provided as government-furnished information at time of contract award).

5.2 TASK 2 – DATA VALIDATION/VERIFICATION AND QUALITY CONTROL

5.2.1 The Contractor shall conduct a quality verification process covering all data before submitting such data to the CFPB. The Contractor shall conduct the initial validation process within three business days of the reporting date. The Contractor shall validate the data submitted from the Banks in terms of data element compliance based on the lists of data elements and definitions in Attachments 4 and 5 and mandatory field requirements and constraints. The Contractor shall list all data elements and definitions (Attachments 4 and 5), mandatory field requirements and constraints, and quality review mechanism based on the following criteria for the generation of the Validation reports:

- Field-specific data distributions including counts and percentages of loans with valid data;
- Identification of data that is not available for reporting because data is not maintained or collected;
- Edit check reports identifying on loan-level and portfolio data that is corrupt and/or failed;
- Data trend reports to track improvements in data contributions; and
- Data quality benchmarking reports – Bank comparisons.

5.2.2 The Contractor shall provide the edit and data quality reports to the CFPB within three business days after the reporting date. Thereafter, progress reports on the remediation of edit and data quality issues shall be submitted weekly. When no filings have been submitted, the report shall reflect this fact. The Contractor shall:

- Perform analysis on individual and aggregate metrics and on

benchmark analysis metrics.

- Implement an initial set of edit and data quality rules based on the Contractor's knowledge and experience. The rules shall be interoperable with processes currently in use with existing credit card data collection systems.
- Make recommendations to the CFPB for the implementation of additional automated edit and data quality rules based on the Contractor's expertise and lessons learned from assisting the Banks.
- Support the addition of new automated edit and data quality rules as well as the modification or deletion of existing rules.
- Incorporate any additional edit and data quality rules provided by the CFPB on an ongoing basis. All additional rules shall be implemented into the Contractor's system within ten business days after the request from the CFPB.
- Remove any existing edit and data quality rule from the Contractor's system within ten business days after receiving a request for removal from the CFPB.
- Provide a quarterly report listing all edit and data quality rules, which have been implemented, modified or removed from the Contractor's system as well as the date of their implementation, modification or removal.

5.2.3 The Contractor shall submit the first quarterly report of all edit and data quality rules no later than sixty calendar days after contract award. Thereafter, the quarterly report shall be due at the beginning of each calendar quarter. The Contractor shall utilize any pre-existing business relationships with the Banks in order to facilitate data submission compliance. The Contractor shall be responsible for informing the COR of any necessary remediation of failed validity or data quality rules.

5.2.4 The Contractor shall work with the CFPB to define the data collection and analytical details for collecting and reporting the credit card metrics based on the definitions provided by the CFPB. The Contractor shall complete quality verification and assist with any required resubmissions in order to have the data ready for the generation of analytical reports or data extracts within ten business days after the reporting date. The Contractor shall update reports

previously received or otherwise due (as defined by schedules detailed herein) within four business days if resubmissions occur after the initial ten business days.

- 5.2.5 The Contractor shall provide a Data Quality Management Plan, which will document the processes by which the requirements for Data Validation and Verification will be met. Describe the methodology for conducting a quality verification process. The Data Quality Management Plan shall describe the implementation and maintenance of automated validation of the data. The Contract shall also incorporate the processes by which the objectives for Data Validation and Verification will be met into the Data Quality Management Plan. The Data Quality Management shall also include the methodology which will be executed to obtain complete data submissions and to ensure acceptable quality assurance levels for all deliverables. Proposed changes to the Data Quality Management Plan shall be submitted to the COR for approval prior to implementation.

5.3 TASK 3 - SECURE DATA TRANSMISSION, STORAGE AND TECHNOLOGY INFRASTRUCTURE.

- 5.3.1 The Contractor shall provide and maintain the technology needed to complete the tasks as set forth by the Performance Work Statement (PWS), which is contained in this Section A. The Contractor shall add both the historical credit card data and the historical credit bureau attributes to the CFPB's system repository no later than thirty calendar days after contract award. This previously collected or compiled data (historical credit card data and credit bureau attributes) will be provided to the Contractor by the COR within ten calendar days of contract award as Government-Furnished Information. The Contractor shall incorporate and maintain this historical credit card data into the CFPB's system repository. The historical data is of a structure described in the CFPB's list of data elements (see Attachments 4 and 5) dating from a reporting period of January 2008 to the present. The quarterly credit bureau data attributes dating from the first quarter of 2009 to the present will be provided as Government-Furnished Information. The raw historical data as submitted by the Banks for account-level and portfolio-level data combined requires a total of approximately 21 terabytes of uncompressed disk space storage. Historical resubmitted data requires an additional 500 gigabytes of uncompressed disk space storage. The growth rate of the raw monthly data

submitted by the Banks requires about 502 gigabytes of uncompressed disk space storage. The system functionality described by all other requirements in the PWS shall apply to the historical credit card data, the historical credit bureau attributes as well as any new data collected in the future. The Contractor shall retain all submissions and resubmissions of the Banks for reference purposes.

- 5.3.2 All loan-level and portfolio-level data as well as all data aggregations (inclusive of historical data dating back to January 2008, supplemental data provided by the CFPB, and data provided by the Banks) must be retained by the Contractor for the life of the contract. All loan-level and portfolio-level data and all data aggregations shall be available for the life of the contract for use in reports, *ad hoc* queries and extracts as described throughout the PWS. Loan-level data and historical loan-level data from specific reporting periods (submissions or resubmissions) collected under the current contract, *ad hoc* queries and extracts, as described throughout the PWS, may be archived, but shall not be destroyed without prior written approval from the COR.
- 5.3.3 The Contractor shall provide the CFPB with a full extract of all data (loan-level submissions and resubmissions, portfolio-level, and aggregations), inclusive of historical data dating back to January 2008, supplemental data provided by the CFPB, and data provided by the Banks at the end of the contract performance period. The extract shall be provided to the CFPB in a file format mutually agreed upon by both the Contractor and the CFPB. The Contractor shall be responsible for coordinating, assisting and responding to the Banks' points of contact on the setup and configuration of any software required for data storage and transmission.
- 5.3.4 The Contractor shall provide a Data Management Plan (DMP) that documents all facets of the Contractor's processing and storage of CFPB data. The DMP shall include the storage schema and details of the logical and physical database model, including the SQL statement (or equivalent for the technology used) to create the table structure, of the Contractor's underlying database(s) for this system. The Contractor shall maintain and provide updates to the DMP when management and/or storage requirements change. Any update or change to the DMP shall be submitted to the CFPB within seven business days after the Contractor implements any new management or storage procedure.

5.3.5 If needed for reporting purposes, the CFPB reserves the right to provide additional data to the Contractor for storage and inclusion in reports. Such data shall be transmitted in a format and manner approved by the CFPB.

5.3.6 The Contractor shall obtain credit card data collected by the OCC from other banks and incorporate into the CFPB system repository any of the items defined in the CFPB's list of data elements (see Attachments 4 and 5) as well as previously-collected credit bureau data attributes from the period beginning in January 2008. This data shall be added to the CFPB's system repository no later than thirty calendar days after contract award and shall be available, along with data collected by the Contractor, for use in all other requirements included in the PWS.

5.4 TASK 4 - DATA AGGREGATION. The Contractor shall be responsible for:

5.4.1 Data aggregation, providing and aggregating bank loan-level and portfolio data based on the CFPB Credit Card Metrics data definitions and the lists of data elements (Attachments 4 and 5).

5.4.2 Performing computations based on the CFPB Credit Card Metrics Data Definitions.

5.4.3 Working with the individual bank teams of each of the Banks for the aggregation and validation of data from single and/or disparate systems.

5.4.4 Creating and maintaining a multi-dimensional data cube(s) of aggregated loan-level data collected from the Banks.

5.4.5 The CFPB may provide supplemental data, which must be joined to the loan-level data for inclusion in the data cube(s). The data cube shall include (but not be limited to) all dimensions and measures listed in Attachment 7 and is production ready no later than thirty calendar days after contract award. The Contractor shall ensure that the data cube(s) are production-ready no later than thirty calendar days after contract award.

5.4.6 On a monthly basis, loan-level data shall be loaded into the data cube(s) within ten business days after the Reporting Date.

- 5.4.7 The Contractor shall be responsible for refreshing the data cube(s) with resubmitted loan-level or supplemental data. Pending resubmitted data shall be loaded into the data cube(s) by a deadline mutually agreed upon by both the CFPB and the Contractor, but shall not exceed three months from the date of receipt of the data from the Banks or the CFPB.
- 5.4.8 The Contractor shall be responsible for modifying the data cube by adding or removing any measure or dimension at the request of the COR. Such modifications shall be applied in a timeframe mutually agreed upon by both the CFPB and the Contractor. Said deadline shall not exceed three months from the date of the request by the COR.
- 5.4.9 The Contractor shall be responsible for documenting and maintaining a list of all production measures and dimensions to include, but not limited to, cross references to the list of collected data elements, definitions, and formulas used to derive each item. Report definitions for all current measures and dimensions shall be available on the web-based portal (see section 5.5.1) within thirty calendar days of contract award.
- 5.5 TASK 5 – REPORTING. The Contractor shall provide a definition of a single report template. This definition should be clearly outlined in the successful Offeror's proposal.
- 5.5.1 REPORTING INTERFACE.
- 5.5.1.1 The Contractor shall provide secure internet access to a web-based portal for accessing previously defined reports, an ad-hoc query capability and data extracts. The website shall be production-ready no later than thirty calendar days after contract award. The website shall be accessible to CFPB-approved personnel no later than thirty calendar days after contract award.
- 5.5.1.2 The website shall support a minimum of fifty concurrent users.
- 5.5.1.3 The website and its associated functionality shall be compatible with Microsoft Internet Explorer 7 and above. The website and its associated functionality shall be Section 508 Compliant within five

calendar days of contract award.

5.5.2 REPORTING CFPB SCHEDULE E, AND STANDARDIZED REPORTS. (Logical names for data elements shall be vetted by, and changed at the request of, the COR. The logical/business names shall be required for use when rendering reports.)

5.5.2.1 The Contractor shall provide the report(s) based on the CFPB Credit Card Metrics Data Definitions.

5.5.2.2 The Contractor shall provide Schedule E (Attachment 6) to the CFPB within seven business days after the Reporting Date for end of quarter data. Schedule E must be downloadable into a MS Excel format based on the CFPB metric dimensions and presentation as depicted in Attachment 6 for the purpose of data analytics, pivot table creation and user designed reports.

5.5.2.3 CFPB Schedule E shall be production-ready no later than thirty calendar days after contract award. The reports shall be printable to a printer defined on the user's local machine.

5.5.2.4 The Contractor shall be responsible for working with the CFPB to develop up to thirty standardized recurring report templates, formatted as defined by the CFPB. Standardized recurring reporting shall include credit card metrics. This reporting capability shall include at a minimum:

- Providing and maintaining the definition of a report template, including, at a minimum, all formulas used to generate report content and the definitions of the population(s) represented;
- Identifying and customizing periodic (monthly or quarterly) report deliverables;
- Providing up to thirty report templates on a recurring basis for credit card data. Templates shall support data reporting across the multiple reporting sources, and reporting templates may be substituted for another and/or updated reports; and
- Delivering periodic- and/or *ad hoc* market research analysis.

5.5.2.5 Report definitions for all current report templates shall be available on

the web-based portal (see section 5.5.1) within thirty calendar days of contract award.

5.5.2.6 The Contractor shall be responsible for designing, constructing and deploying the standardized reports, within ten business days of receiving a request for creating said reports from the CFPB.

5.5.2.7 On a monthly basis, previously deployed standardized reports shall be provided to the CFPB within ten business days after the Reporting Date. (Representative examples of the twenty-six report templates to be maintained, populated and posted on a monthly basis are provided in Attachment 8.) All standard reports required by this Contract must be production ready no later than thirty days after contract award. A complete list of current reports and designs will be provided at the time of contract award as government-furnished information.

5.5.3 GAP ANALYSIS REPORT. The Contractor shall develop and submit a GAP analysis report depicting the elements on the submission from each of the Banks no later than three business days after the Reporting date. The report shall include, but is not limited to the following metrics:

- Detail information of the elements provided and not provided by a given Bank;
- Percentage of elements provided by all of the Banks both individually and in aggregate;
- Conformity of the data submitted based on the CFPB Metric definitions; and
- Quality of data compared to the submission of the other Banks.

5.5.4 ADDITIONAL REPORTS.

5.5.4.1 The Contractor shall assist and provide recommendations to the CFPB on additional analytical reports based on their expertise in data aggregation and analytics. The CFPB reserves the right to have the Contractor standardize these reports, and include or replace, existing standardize recurring reports as described in Section 5.5.2, *Reporting*

CFPB Schedule E and Standardized Reports.

5.5.4.2 The Contractor shall develop on demand analysis and reports when requested by COR. The Contractor shall be responsible for designing, constructing and deploying additional reports, including the demand analysis and reports, within ten business days of receiving a request for creating said reports from the COR.

5.5.5 AD-HOC QUERIES AND REPORTING

5.5.5.1 The Contractor shall be responsible for providing a secure, on-line, *ad-hoc* query capability via the web based portal against loan-level and portfolio credit card records, and display the query results based on the measures specified in the query.

5.5.5.2 The ad-hoc query tool shall allow the user to filter data in the database according to any number of parameters, and to select what data elements from the database to include in the result set. Logical names for data elements shall be vetted by the COR, and changed at the request of the COR. The logical- (or short business names) shall be required for use when executing ad-hoc queries.

5.5.5.3 The ad-hoc query tool shall allow the user to view the results of the search securely online. The ad-hoc query tool shall allow for the download of the result set to the user's local machine in various file formats (e.g. a delimited file, Microsoft Excel or SAS).

5.5.5.4 For large results where downloading the result set to a local machine would be performance prohibitive, the Contractor shall provide alternative methods for transferring the data securely to the CFPB (e.g. utilizing secure file transfer protocol, encrypted hard drive).

5.5.5.5 The Contractors shall identify and address all restrictions placed on its services with regard to downloading materials.

5.5.5.6 The ad-hoc query tool functionally shall be production-ready no later than thirty calendar days after contract award.

5.5.6 AGGREGATED DATA ANALYSIS

5.5.6.1 The Contractor shall be responsible for providing a secure, on-line data analysis tool as a front end interface to the multi-dimensional data cube(s). The analysis tool shall allow the user to create pivot tables based on all dimensions and measures included, but not limited to, those listed in Attachment 7. The analysis tool shall allow the user to download the result set to user's local machine in a, at a minimum, Microsoft Excel format. The analysis tool shall support, at a minimum, one-hundred named (not concurrent) users, and shall also allow for additional users as requested by the COR.

5.5.6.2 The Contractor shall be responsible for tuning the analysis tool and the underlying data cube(s) to meet levels of functional performance deemed acceptable by the CFPB. The analysis tool functionally shall be production ready no later than thirty calendar days after contract award.

5.6 TASK 6 - DATA EXTRACT CAPABILITIES.

5.6.1 The Contractor shall be responsible for extracting and delivering loan-level and portfolio bank data by means of a compatible file format (e.g., delimited file type, Microsoft Excel, SAS) to the CFPB. The extract shall include validated credit card metrics loan-level and/or portfolio data.

5.6.2 The Contractor shall work with the CFPB to define the preferred secure method for delivery of the data (e.g. utilizing secure file transfer protocol, encrypted hard drive).

5.6.3 The Contractor shall be responsible for extracting the data based on the specific on demand data query requests by the CFPB. (i.e., aggregate, loan-level or portfolio extractions).

5.6.4 The Contractor's system shall have data extract capabilities to meet these requirements no later than thirty calendar days after contract award.

- 5.6.5 The Contractor shall provide full or partial data extracts of database content upon request from by the CFPB.
- 5.6.6 *Ad-hoc* data extracts shall be due no later than one business day after a request by the CFPB.
- 5.6.7 Data extracts which are to be executed on a monthly basis shall be provided to the CFPB within twelve business days after the Reporting Date.
- 5.7 TASK 7 - TECHNICAL AND ANALYTICAL SUPPORT
- 5.7.1 The Contractor shall be responsible for providing technical and analytical support, Mondays through Fridays, 8am – 5pm EST. The Contractor shall be responsible for providing remediation to the CFPB within twenty four hours of the initial support call from the CFPB to the Contractor.
- 5.7.2 The Contractor shall provide the direct contact information for Contractor support personnel.
- 5.7.3 The Contractor shall be prepared to provide technical and analytical support beginning the day of contract award.
- 5.8 TASK 8 - SYSTEM TESTING, TRAINING AND DOCUMENTATION
- 5.8.1 The Contractor shall be responsible for providing a test environment to perform acceptance testing for the CFPB requirements referenced in this paragraph 5.8 and its subparagraphs.
- 5.8.2 The Contractor shall develop, and submit to the CFPB for approval, a Test Plan, which details the process for, and facilitation of acceptance testing of CFPB requirements referenced below. Topics shall include, but are not limited to, testing and acceptance of the following areas along with a proposed schedule for each. Where appropriate, the Test Plan should solicit the participation of CFPB personnel in the acceptance testing process (e.g. testing of standardized reports). For the CFPB requirements, reference is made to:
- Schedule E and Standardized Reports as described in Section 5.5.2;

- Gap analysis report as described in Section 5.5.3;
- Ad-hoc queries and reporting as described in Section 5.5.5;
- Aggregated Data Analysis in Section 5.5.6; and
- Data extracts as described in Section 5.6.

The Contractor shall facilitate acceptance testing through the implementation of the test plan.

5.8.3 The Contractor shall develop a user-training plan for the system. The Contractor shall be responsible for delivery of a system user manual and training documentation within sixty calendar days of contract award.

5.8.4 The Contractor shall provide training on the secure online reporting and querying capabilities in accordance with the training plan. Up to ten training sessions shall be performed at two or more of the CFPB Training Centers located in Washington, DC. The Contractor shall be prepared to begin conducting training sessions no later than sixty days after contract award. Exact dates for initial session(s) shall be approved by the CFPB after contract award.

5.9 TASK 9 - GENERAL MANAGEMENT, RESOURCES, DECISION MAKING

5.9.1 Relationships with the Participants. The Contractor shall take a collaborative approach with the CFPB and the Banks in providing data management assistance. The Contractor shall keep the CFPB well-informed of project activities, timelines and status to facilitate rapid resolution of any problems or issues that may arise. The Contractor shall be responsible for maintaining a log of any issues (open and closed) which have arisen with each of the Banks. The Contractor shall provide the CFPB with an updated copy of the log at least every week. The Contractor shall schedule and coordinate a weekly status conference call at a time mutually agreeable between the Contractor and the CFPB to discuss progress of the performance requirements identified, the first of which shall be held no later than seven calendar days after the date of contract award. The CFPB reserves the right to change the frequency and occurrence of this conference call. The COR will notify the Contractor at least twenty four hours in advance of any date change and seven calendar days in advance of any changes in frequency.

- 5.9.2 Resources. The Contractor shall provide the necessary resources to effectively accept data transfers from the Banks; provide support to the Banks and support validation, storage, and reporting services on behalf of the CFPB as described in the PWS.
- 5.9.3 Decision Making. The Contractor shall obtain CFPB input and approval on project activities and timelines. The Contractor shall provide the CFPB with recommendations and obtain CFPB approval prior to making requests of the Banks.
- 5.9.4 Management Reports. The Contractor shall be responsible for meeting summaries, issues and actions based on meetings held with the participating banking institutions pertaining to data quality, validation, verification and resubmission as specified by the CFPB and provide this information to the CFPB as part of the weekly report. This report shall include a brief summary of the meeting, participants, location and date time of the meeting.
- 5.9.5 Project plan. The Contractor shall provide a Project Plan identifying key milestones and completion dates for each requirement. The final version is due no later than ten business days after contract award.
- 5.9.6 Status Reports. The Contractor shall provide weekly written status reports to the COR. The report at a minimum shall consist of:
- Updates to the Project Plan;
 - Performance requirements completed;
 - Performance requirements to be addressed over the next period;
 - Issues or risks surrounding performance requirements and mitigation strategies per reporting bank;
 - Issues requiring CFPB assistance;
 - Critical deficiencies discovered to date per each of the Banks, even if preliminarily assessed;
 - Project activities;
 - Timelines; and
 - Status of issues that have arisen in the execution of this contract.

6.0 GOVERNMENT FURNISHED INFORMATION, PROPERTY, AND SERVICES

Items to be furnished by Government		Date to be furnished
6.1	Account-level credit bureau attributes to be collected by the Contractor	Award
6.2	Credit card data collected, as well as previously collected credit bureau data attributes, from the period beginning in January 2008.	Provided by the OCC
6.3	Complete list of current reports and designs.	Award
6.4	Training facilities, equipment and telecommunications for training sessions (Task 8)	TBD
6.5	List of authorized users for the system	Award

7.0 SECURITY AND CONFIDENTIALITY

7.1 GENERAL. The Contractor recognizes that, in performing this requirement, 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 of any Call under the BPA without first receiving written permission from the CFPB. Information acquired by the Contractor pursuant to the performance of any Call under the BPA shall not be disclosed by the Contractor to others outside the approved Contractor team members and the oversight staff without prior written approval by the COR.

7.2 PRE-SCREENING OF PERSONNEL AND REMOVAL OF UNACCEPTABLE PERSONNEL

7.2.1 All Contractor personnel or any representative of the Contractor performing under this Agreement and entering any government facility, government-leased facility, or public- or private institution shall abide by all security regulations and be subject to the security checks of that facility/institution. All information collected under this Agreement shall be considered procurement sensitive. Contractor staff members must be United States citizens or possess alien status in the United States and be able to pass a Government background investigation, if required, by the CFPB.

7.2.2 During the performance of the BPA, access to facilities for Contractor representatives shall be granted as deemed necessary by the Government. All Contractor representatives whose duties under the BPA require their presence at any CFPB function shall be clearly identifiable by a distinctive badge/nameplate, which shall be furnished by the Government.

7.2.3 Corporate identification badges shall be worn on outer garments at all times. It is the sole responsibility of the Contractor to provide this corporate identification. All Contractor personnel shall abide by the security regulations applicable to the facility/institution where services are being provided.

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

7.2.4.1 All applicable personnel shall be United States citizens or have lawful permanent resident status (at least three years or more of US Residency from date of legal entry into the United States).

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

- Completed fingerprint cards
- Non-disclosure Agreement
- Fair Credit Reporting Act Release
- Standard Form (SF) 85-P, "Questionnaire for Public Trust Positions."

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

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

7.2.5 All personnel shall wear CFPB-issued identification badges when working in Government facilities.

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

7.2.7 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 each Call performance period. In addition, the Contractor must have provided the personnel associated with the BPA, all security

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.

- 8.0 "PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL" LANGUAGE IN SUBCONTRACTS. The Contractor shall insert the following language in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system:

FAR 52.204-9, *PERSONAL 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 this 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 a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of 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.

9.0 COOPERATING WITH OTHER ORGANIZATIONS. The Contractor agrees to cooperate with representatives of other Contractors, Federal Reserve Banks, Federal agencies, governmental entities, and other organizations, as may be required by the CFPB.

10.0 REASSIGNMENT AND REPLACEMENT OF CONTRACTOR PERSONNEL

10.1 GENERAL. The Government reserves the right to request that the Contractor reassign Contractor employees whose continued use under any Call issued under this BPA is deemed contrary to the best interests of the Government. The Contracting Officer will give notice of such reassignment request in writing.

10.2 PROPOSED SUBSTITUTIONS OF KEY PERSONNEL. All proposed substitutions of Key Personnel must be submitted to the Contracting Officer, as early as feasible given the circumstances. The Contractor shall not allow Key Personnel substitutions during the BPA performance period unless the Contractor timely notifies the Contracting Officer, with a copy to the COR, provides the information required herein, and is given written Contracting Officer approval. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. The relevant qualifications of all proposed substitutions must be equal, or superior, to the qualifications of the person(s) to be replaced. The Contracting Officer, or an authorized representative, will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

10.3 POTENTIAL THREATS. The Contractor shall not employ persons for work on this Agreement if such employees are considered by the Contracting Officer to be a potential threat to the health, safety, security, general well-being or operational mission of the Bureau and/or its population. Any such person determined by the Government to be a potential threat may be immediately removed from performance under this Agreement by the Contracting Officer and shall be replaced by the Contractor at no additional cost to the Government.

10.4. For purposes of this contract, Key Personnel are defined as the Contractor employees who will perform significant technical work, and are identified within an Attachment to this contract.

11.0 CYBER-SECURITY/IT SECURITY

I. DEFINITIONS.

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.

Availability. To ensure the timely and reliable access to, and use of, information.

Confidentiality. Preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.

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.

Information Resource

An information resource encompasses both information and information related resources such as personnel, equipment, data, and information technology.

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.

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.

- 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.

Integrity. Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

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. Service providers are classified one of two ways: contracted or shared.

- *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.

- 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.

II. GENERAL REQUIREMENTS

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Confirmed security compromises to CFPB information must be reported to the CFPB within 60 minutes of discovery by the service provider.
- (6) 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.

(7) The service provider shall grant the Government access to any and 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.

(8) 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).

(9) 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.

(10) 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.

(11) The service provider will adhere to CFPB common security configurations and practices. Security configurations and practices include:

A. 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.

B. 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.

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

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

E. 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.

(12) 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 contract.

(13) Throughout the term of the contract, should the service provider deliver a product or provide a service that does not meet (and maintain) these requirements the service provider, at their own expense, will correct issues within 90 days of notification by the Contracting Officer.

III. ADDITIONAL REQUIREMENTS

(1) The service provider shall have fully completed, attested to, and submitted to the Contracting Officer the CFPB's Service Provider Self-Assessment prior to the execution of the contract.

(2) 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.

(3) 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.

(A) 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.

(B) 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.

(C) 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.

(D) The service provider may use additional safeguards to prevent use or disclosure of CFPB information other than as provided for by this contract as deemed necessary.

(E) The service provider shall, at their 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.

IV. OBLIGATIONS OF THE CFPB

(I) 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 this contract.

(2) 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.

12.0 MILESTONES AND DELIVERABLES. [RESERVED]

- 13.0 PERFORMANCE REQUIREMENTS SUMMARY. The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The Performance Requirements Deliverables Summary within the following Table(s) briefly describes the thresholds or minimum acceptable levels of service required for each performance requirement. These thresholds are critical to mission success. The Performance Requirements Summary (for purposes of inspection and acceptance) is at Attachment 9.

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 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Section A, Statement of Requirements

TABLE 1 - PERFORMANCE REQUIREMENTS DELIVERABLES SUMMARY

PWS REFERENCE	SCHEDULED DELIVERY
TASK 1, para. 5.1 Data Collection/ Transmission	<p><u>Data Collection.</u> The Contractor's system shall be available and ready to collect, aggregate, validate, store, retrieve and report credit card data within thirty calendar days after contract award. The Contractor's system shall have the ability to receive data within thirty calendar days after contract award.</p> <p><u>Resubmissions.</u> In the event of resubmission, the Contractor shall update reports previously received or otherwise due (as defined by schedules detailed herein) within four business days.</p> <p><u>Bank Assistance.</u> The Contractor shall begin assisting the Banks with the preparation and submission of filings immediately upon contract award.</p>
TASK 2, para. 5.2 Data Validation/ Verification and Quality Control	<p><u>Data Verification.</u> The initial verification process shall be completed within three business days after the Reporting Date.</p> <p><u>Data Ready for Reporting.</u> All data validation, resubmission, etc. shall be completed so that the Contractor can release the data to the CFPB as verified and shall be completed within ten business days of the Reporting Date.</p> <p><u>Additional Edit and Quality Checks.</u> Additional rules shall be implemented into the Contractor's system within ten business days after the request from the CFPB. The Contractor shall remove any existing edit and data quality rule from the Contractor's system within ten business days after receiving a request for removal from the CFPB.</p> <p><u>Edit- and Data-Quality Reports.</u> Edit- and data-quality reports shall be submitted to the CFPB within three business days after the Reporting Date. Thereafter, progress reports on the remediation of edit and data quality issues shall be submitted weekly. When no filings have been submitted, the report shall reflect this fact.</p> <p><u>Data Edit and Quality Rules List.</u> Shall be submitted quarterly with the first version due no later than sixty calendar days after contract award. Thereafter, the quarterly report shall be due at the beginning of each calendar quarter.</p> <p><u>Recommendations for additional Data Edit and Quality Rules.</u> Shall be submitted to the CFPB at weekly status meetings.</p> <p><u>Data Quality Management Plan.</u> Proposed changes to the Data Quality Management Plan shall be submitted to the COR for approval prior to implementation.</p>

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 Section A, Statement of Requirements

PWS REFERENCE	SCHEDULED DELIVERY
TASK 3, para. 5.3 Secure Data Transmission, Storage and Technology Infrastructure	<p>Provide 24x7 access to the data, with the exception of agreed upon maintenance periods.</p> <p>The system shall be available at least 99 % of the time.</p> <p>Both the historical credit card data and the historical credit bureau attributes shall be added to the CFPB's system repository no later than thirty calendar days after contract award. The Contractor shall incorporate and maintain historical credit card data and credit bureau attributes into the CFPB's system repository. The historical data is of a structure described in the CFPB's list of data elements (see Attachments 4 and 5) dating from a reporting period of January 2008 to the present. Additionally, within ten calendar days after contract award, the Contractor shall be provided quarterly credit bureau data attributes dating from the first quarter of 2009 to the present.</p> <p>System functionality described by all other requirements in the PWS shall apply to the historical credit card data, the historical credit bureau attributes as well as any new data collected in the future.</p> <p>At the end of the contract performance period, the Contractor shall provide the CFPB with a full extract of all data (loan-level submissions and resubmissions, portfolio-level, and aggregations), be it historical data from 2008, supplemental data provided by the CFPB, or data provided by the Banks.</p> <p><u>Data Management Plan (DMP)</u>: Updates to the DMP shall be submitted to the COR within seven business days after the Contractor implements any new management or storage procedure.</p>

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 Section A, Statement of Requirements

PWS REFERENCE	SCHEDULED DELIVERY
TASK 4, para. 5.4 Data Aggregation	<p><u>Aggregation of data to create reports and data extract as identified in reporting performance objective.</u></p> <p>The Contractor shall ensure that the data cube(s) of aggregated loan-level data with all dimensions and measures listed in Attachment 7 are production ready no later than thirty calendar days after contract award.</p> <p>On a monthly basis, loan-level data shall be loaded into the data cube(s) within ten business days after the Reporting Date. The Contractor shall be responsible for refreshing the data cube(s) with resubmitted loan-level or supplemental data. Pending resubmitted data shall be loaded into the data cube(s) by a deadline mutually agreed upon by both the CFPB and the Contractor, but shall not exceed three months from the receipt of the data from the Banks or the CFPB.</p> <p>The Contractor shall be responsible for modifying the data cube by adding or removing any measure or dimension at the request of the CFPB. Such modifications shall be applied in a timeframe mutually agreed upon by both the CFPB and the Contractor. Said deadline shall not exceed three months from the date of the request by the CFPB.</p> <p>Report definitions for all current measures and dimensions shall be available on the web-based portal (see section 5.5.1) within thirty calendar days of contract award.</p>

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 Section A, Statement of Requirements

PWS REFERENCE	SCHEDULED DELIVERY
TASK 5, para. 5.5 Reporting	<p><u>Performance Objective 5.1 Reporting Interface.</u> The secure website shall be production ready no later than thirty calendar days after contract award. See also Section 5.8 <i>System Testing</i>. Access to the website shall be provided to CFPB approved personnel no later than thirty calendar days after contract award.</p> <p><u>Reporting CFPB Schedule E and Standardized Reports.</u> CFPB Schedule E shall be production ready no later than thirty calendar days after contract award.</p> <p>CFPB credit card schedules shall be downloadable in a MS Excel format based on CFPB data definitions and available no later than seven business days after the Reporting Date. The Contractor shall be responsible for designing, constructing and deploying the standardized reports within ten business days of receiving a request for creating said reports from the CFPB.</p> <p>Report definitions for all current report templates shall be available on the web-based portal (see section 5.5.1) within thirty calendar days of contract award.</p> <p>On a monthly basis, previously deployed standardized reports shall be provided to the CFPB within ten business days after the Reporting Date.</p> <p>All standard reports and designs provided at time of award must be production ready no later than thirty days after contract award. See also Section 5.8, <i>System Testing</i>.</p> <p><u>Gap Analysis Report.</u> Gap analysis report shall become due no later than three business days after the Reporting Date. See also Section 5.8, <i>System Testing</i>.</p> <p><u>Additional Reports.</u> The Contractor shall be responsible for designing, constructing and deploying additional reports within ten business days of receiving a request from the CFPB.</p> <p><u>Ad hoc Queries and Reporting.</u> Ad-hoc Query and Reporting functionality shall be production ready no later than thirty calendar days after contract award. See also Section 5.8, <i>System Testing</i>.</p> <p><u>Aggregated Data Analysis.</u> The analysis tool functionally shall be production ready no later than thirty calendar days after contract award. See also Section 5.8, <i>System Testing</i>.</p>

PWS REFERENCE	SCHEDULED DELIVERY
TASK 6, para. 5.6 Data Extract Capabilities	The Contractor's system shall have data extract capabilities no later than thirty calendar days after contract award. See also Section 5.8, System Testing. Data extracts shall be provided to the CFPB within one business day of a request by the CFPB. Data extracts which are to be executed on a monthly basis shall be provided to the CFPB within twelve business days after the Reporting Date.

PWS REFERENCE	SCHEDULED DELIVERY
TASK 7, para. 5.7 Technical and Analytical Support	On-call support 8am-5pm ET Monday through Friday. The Contractor shall be responsible for providing remediation to the CFPB within twenty four hours of the initial support call from the CFPB to the Contractor.

PWS REFERENCE	SCHEDULED DELIVERY
TASK 8, para. 5.8 System Testing, Training and Documentation	<p>User Manual. The user manual shall be submitted to the COR no later than sixty calendar days after contract award.</p> <p>Training Materials. The training materials shall be submitted to the COR no later than sixty calendar days after contract award.</p> <p>Conducting Training. The Contractor shall be prepared to begin conducting training sessions no later than sixty calendar days after contract award. The exact dates for initial session(s) will be determined by mutual agreement after contract award.</p>

PWS REFERENCE	SCHEDULED DELIVERY
TASK 9, para. 5.9 General Management, Resources, Decision Making	<p>Relationships with the Participants. The Contractor shall be responsible for maintaining a log of all issues (open and closed) which have arisen with each of the Banks. The Contractor shall provide the CFPB with an updated copy of the log weekly. The Contractor shall provide a report on project activities, timelines, status and issues that may arise during weekly meetings, the first of which shall be held no later than seven calendar days after the date of contract award.</p> <p>Management Reports. Reports on meetings with the participating banks shall be submitted to the CFPB weekly. Final Project Plan identifying key milestones and completion dates for each objective shall be due no later than ten business days after contract award. Project status reports shall be submitted to the COR and CO weekly.</p>

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 Section A, Statement of Requirements

///END OF SECTION A///

SECTION B - CONTRACT CLAUSES

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

The following clauses are hereby incorporated by reference:

FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
 FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010),
 AND ITS ALTERNATE I (OCT 2008)
 FAR 52.217-5, EVALUATION OF OPTIONS (JUL 1990)
 FAR 52.227-14, RIGHTS IN DATA - GENERAL (DEC 2007)
 FAR 52.232-1, PAYMENTS (APR 1984)

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

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

- (1) 52.222-50, *Combating Trafficking in Persons* (FEB 2009) (22 U.S.C. 7104(g)).
- ____ Alternate I (AUG 2007) (22 U.S.C. 7104(g)).
- (2) 52.233-3, *Protest After Award* (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, *Applicable Law for Breach of Contract Claim* (OCT 2004) (Pub. L. 108-77, 108-78).

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

- X (1) 52.203-6, *Restrictions on Subcontractor Sales to the Government* (Sept 2006), with
 _____ Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- _____ (2) 52.203-13, *Contractor Code of Business Ethics and Conduct* (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

- _____ (3) 52.203-15, *Whistleblower Protections under the American Recovery and Reinvestment Act of 2009* (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, *Reporting Executive Compensation and First-Tier Subcontract Awards* (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- _____ (5) 52.204-11, *American Recovery and Reinvestment Act—Reporting Requirements* (Jul 2010) (Pub. L. 111-5).
- X (6) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment* (Dec 2010) (31 U.S.C. 6101 note).
- X (7) 52.209-9, *Updates of Publicly Available Information Regarding Responsibility Matters* (Jan 2012) (41 U.S.C. 2313).
- _____ (8) 52.209-10, *Prohibition on Contracting with Inverted Domestic Corporations* (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- _____ (9) 52.219-3, *Notice of HUBZone Set-Aside or Sole-Source Award* (Nov 2011) (15 U.S.C. 657a).
- X (10) 52.219-4, *Notice of Price Evaluation Preference for HUBZone Small Business Concerns* (Jan 2011) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- _____ (11) [Reserved]
- _____ (12) (i) 52.219-6, *Notice of Total Small Business Set-Aside* (Nov 2011) (15 U.S.C. 644).
- _____ (ii) *Alternate I* (Nov 2011).
- _____ (iii) *Alternate II* (Nov 2011).
- _____ (13) (i) 52.219-7, *Notice of Partial Small Business Set-Aside* (June 2003) (15 U.S.C. 644).
- _____ (ii) *Alternate I* (Oct 1995).
- _____ (iii) *Alternate II* (Mar 2004).
- X (14) 52.219-8, *Utilization of Small Business Concerns* (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- X (15) (i) 52.219-9, *Small Business Subcontracting Plan* (Jan 2011) (15 U.S.C. 637 (d)(4)).
- _____ (ii) *Alternate I* (Oct 2001).
- X (iii) *Alternate II* (Oct 2001).
- _____ (iv) *Alternate III* (July 2010).
- _____ (16) 52.219-13, *Notice of Set-Aside of Orders* (Nov 2011) (15 U.S.C. 644(i)).
- _____ (17) 52.219-14, *Limitations on Subcontracting* (Nov 2011) (15 U.S.C. 637(a)(14)).
- X (18) 52.219-16, *Liquidated Damages—Subcontracting Plan* (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _____ (19) (i) 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* (Oct 2008) (10 U.S.C. 2323) (if the Offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) *Alternate I* (June 2003).
- _____ (20) 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting* (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (21) 52.219-26, *Small Disadvantaged Business Participation Program—Incentive*

- Subcontracting* (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, *Notice of Service-Disabled Veteran-Owned Small Business Set-Aside* (Nov 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, *Post-Award Small Business Program Re-representation* (Apr 2009) (15 U.S.C. 652(a)(2)).
- (24) 52.219-29, *Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns* (Nov 2011).
- (25) 52.219-30, *Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program* (Nov 2011).
- X (26) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).
- X (27) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies* (Jul 2010) (E.O. 13126).
- X (28) 52.222-21, *Prohibition of Segregated Facilities* (Feb 1999).
- X (29) 52.222-26, *Equal Opportunity* (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, *Equal Opportunity for Veterans* (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, *Affirmative Action for Workers with Disabilities* (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, *Employment Reports on Veterans* (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act* (Dec 2010) (E.O. 13496).
- (34) 52.222-54, *Employment Eligibility Verification* (Jan 2009). (Executive Order 12989).
- (35) (i) 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Items* (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) *Alternate I* (May 2008) (42 U.S.C. 6962(c)(2)(C)).
- (36) 52.223-15, *Energy Efficiency in Energy-Consuming Products* (Dec 2007) (42 U.S.C. 8259b).
- (37) (i) 52.223-16, *IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products* (Dec 2007) (E.O. 13423).
- (ii) *Alternate I* (Dec 2007).
- X (38) 52.222-18, *Encouraging Contractor Policies to Ban Text Messaging while Driving* (Aug 2011).
- (39) 52.225-1, *Buy American Act—Supplies* (Feb 2009) (41 U.S.C. 10a-10d).
- (40) (i) 52.225-3, *Buy American Act—Free Trade Agreements—Israeli Trade Act* (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-285, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) *Alternate I* (Jan 2004).
- (iii) *Alternate II* (Jan 2004).
- (41) 52.225-5, *Trade Agreements* (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, *Restrictions on Certain Foreign Purchases* (Jun 2008).
- (43) 52.226-4, *Notice of Disaster or Emergency Area Set-Aside* (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, *Restrictions on Subcontracting Outside Disaster or Emergency Area* (Nov 2007) (42 U.S.C. 5150).

- (45) 52.232-29, *Terms for Financing of Purchases of Commercial Items* (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, *Installment Payments for Commercial Items* (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, *Payment by Electronic Funds Transfer—Central Contractor Registration* (Oct. 2005) (31 U.S.C. 3332).
- (48) 52.232-34, *Payment by Electronic Funds Transfer—Other Than Central Contractor Registration* (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, *Payment by Third Party* (Feb 2010) (31 U.S.C. 3332).
- (50) 52.239-1, *Privacy or Security Safeguards* (Aug 1996) (5 U.S.C. 552a).
- (51) (i) 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels* (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) *Alternate I* (Apr 2003).

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

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

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

- (1) The Comptroller General of the United States, or an authorized representative of the

Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

(e)

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

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

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

(iii) [Reserved]

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

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

- (vi) 52.222-36, *Affirmative Action for Workers with Disabilities* (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, *Notification of Employee Rights under the National Labor Relations Act* (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, *Service Contract Act of 1965*, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, *Combating Trafficking in Persons* (Feb 2009) (22 U.S.C. 7104(g)).
 Alternate 1 (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, *Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements* (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, *Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements* (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, *Employment Eligibility Verification* (Jan 2009).
 - (xiii) 52.226-6, *Promoting Excess Food Donation to Nonprofit Organizations*, (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, *Preference for Privately-Owned U.S. Flag Commercial Vessels* (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of Clause)

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Section B, Contract Clauses

3.0 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 fifteen (15) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (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 (5) years.

///END OF SECTION B///

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
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Section B, Contract Clauses

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Attachment 1, Small-Business Subcontracting Plan

ATTACHMENT 1
SMALL-BUSINESS SUB-CONTRACTING PLAN

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 1, Small-Business Subcontracting Plan

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E - Small Business Plan

Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis
of Credit Card Data

Offeror: Argus Information & Advisory Services
Solicitation # CFP-12-R-00001

Section E - Small Business Plans

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1. Argus [REDACTED] There is a significant amount of these items to be purchased from this SB which will be dedicated to the performance of this contract.

The total amount of servers, server operating [REDACTED] and databases Argus will buy from an SB will meet or [REDACTED].

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[REDACTED]

[REDACTED]

[REDACTED]

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B. SMALL BUSINESS SUBCONTRACTING PLAN

[REDACTED] To ensure the security of bank data, Argus does not permit third parties including subcontractors [REDACTED] Since the CFPB solicitation revolves almost entirely around data warehousing, validation and reporting bank loan level data, all of which requires access to the data, subcontractors would need access to our system to perform any of the tasks in the solicitation. Since [REDACTED]

However, if we do find additional subcontracting opportunities (beyond the purchasing of hardware from a small business described in Small Business Participation Plan) we will make every good faith reasonable effort to meet or exceed the CFPB's targets:

Prime Contracts

- [REDACTED] for small businesses (SB)
- [REDACTED] for small disadvantaged businesses (SDB)
- [REDACTED] for women-owned small businesses (WOSB)
- [REDACTED] for Hubzone businesses (HUBZ)
- [REDACTED] for service disabled veteran-owned small business concerns (SDVOSB)

Subcontracts

- [REDACTED] for small businesses (SB)
- [REDACTED] for small disadvantaged businesses (SDB)
- [REDACTED] for women-owned small businesses (WOSB)
- [REDACTED] for Hubzone businesses (HUBZ)
- [REDACTED] for service disabled veteran-owned small business concerns (SDVOSB)

Contractor: Argus Information and Advisory Services, LLC

Address: [REDACTED]

Solicitation Number: CFP-12-R-00001

Item/Service: Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Amount of Contract: Estimated [REDACTED]

Offeror: Argus Information & Advisory Services
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Section E - Small Business Plans

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Period of Contract Performance: [REDACTED]

I. Goals

Argus will submit its proposed subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this contract, or by such other date as authorized in writing by the Contracting Officer.

[REDACTED]

Goals may be negotiated once each fiscal year and incorporated into the contract. The proposed goals shall be based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the utilization of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB.

To ensure the security of bank data, [REDACTED]

[REDACTED] Since the CFPB solicitation revolves almost entirely around data warehousing, validation and reporting bank loan level data, all of which requires access to the data, subcontractors would need access to our system to perform any of the tasks in the solicitation. Since [REDACTED]

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract period Year One.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is [REDACTED]

a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business

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concerns classified as "other than small") [REDACTED]

- b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns) [REDACTED]
- c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses [REDACTED] and [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
- d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
- e. HUBZone Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
- f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.
- g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): [REDACTED] and [REDACTED]. This amount is included in the amount shown under A.1.b, above, as a subset.

B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.

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1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Business Size (Other, SB, VOSB, SDVOSB, SDB, HUBZone, SDB, WOSB, SB	Subcontract % Description or Dollar Amount
[REDACTED]	[REDACTED]

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB were determined. Include any source lists used in the determination process.

Argus subcontracts [REDACTED]

3. Indirect cost have ___ have not ___X___ been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the Contractor to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated in writing to the Contracting Officer not more than thirty (30) days after such change, but will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

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Section E - Small Business Plans

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The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor's subcontracting program.

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

Telephone #: [REDACTED]

Facsimile #: [REDACTED]

E-Mail: [REDACTED]

Duties: [REDACTED]

These duties may include, but are not limited to, the following activities:

[REDACTED]

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the offeror will make to ensure that SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

Argus [REDACTED]

Argus will have an outreach effort to identify a different Small Business to provide servers, server operating systems and databases software.

B. Internal efforts to guide and encourage procurement personnel:

Argus [REDACTED]

As described in [REDACTED]

Offeror: Argus Information & Advisory Services

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Section E – Small Business Plans

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the first section Argus [REDACTED]
[REDACTED]

IV. SUBCONTRACTING PLAN FLOWDOWN

The Contractor agrees to include the provisions under FAR 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of [REDACTED] must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan (FAR Part 19.704). The prime Contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The Contractor gives assurance of:

A. [REDACTED]
[REDACTED]

B. [REDACTED]
[REDACTED]

C. The Contractor shall submit the Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR), using the Government's Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the ISR and SSR reports electronically to a single, government-wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of ISR and SSR accomplishments using the eSRS will commence upon receipt of written notification from the Contracting Officer's Technical Representative.

D. Reporting Period	Report Due	Due Date
[REDACTED]	ISR	[REDACTED]
[REDACTED]	ISR	[REDACTED]
[REDACTED]	ISR	[REDACTED]
[REDACTED]	SSR	[REDACTED]

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VI. RECORDS AND PROCEDURES

In the event that Argus [REDACTED]

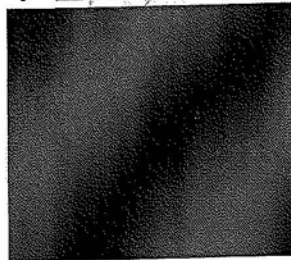
[REDACTED] These records will include, but are not limited to the following:

- A. If the prime Contractor is not using CCR as its source for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold indicating whether SB, VOSB, SDVOSB, SDB, and WOSB concerns were solicited and/or why they were not, and, if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans);
- F. On a contract-by-contract basis, records to support subcontract [REDACTED] data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans); and

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This subcontracting plan was submitted by:

Signed: Allyson



PLAN ACCEPTED BY: _____

CFPB Contracting Officer

Date: _____

PLAN APPROVED BY: _____

CFPB Office of Small and Disadvantaged Business
Utilization

Date: _____

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Attachment 1, Small-Business Subcontracting Plan

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 2, Data Management Plan

ATTACHMENT 2

DATA MANAGEMENT PLAN

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Attachment 2, Data Management Plan

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K - Data Management Plan

Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis
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Offeror: Argus Information & Advisory Services

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K. Data Management Plan

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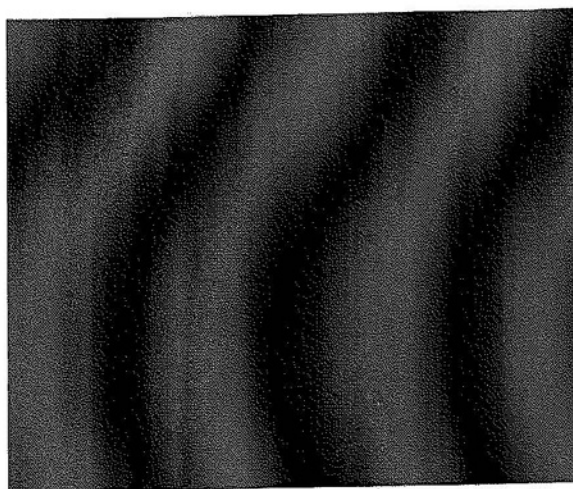
(914) 307-3100

<http://www.argusinformation.com>

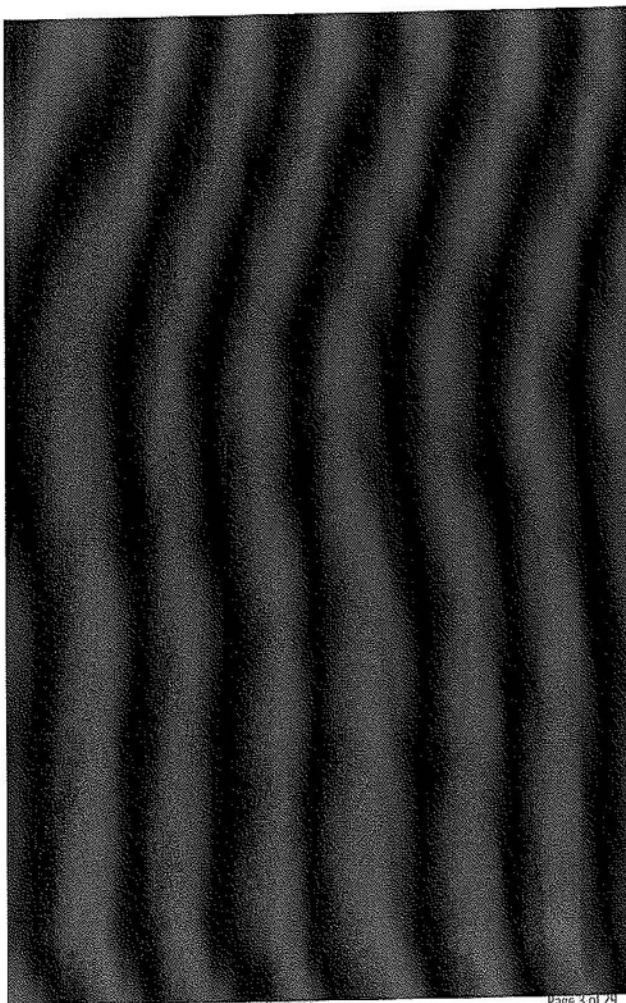
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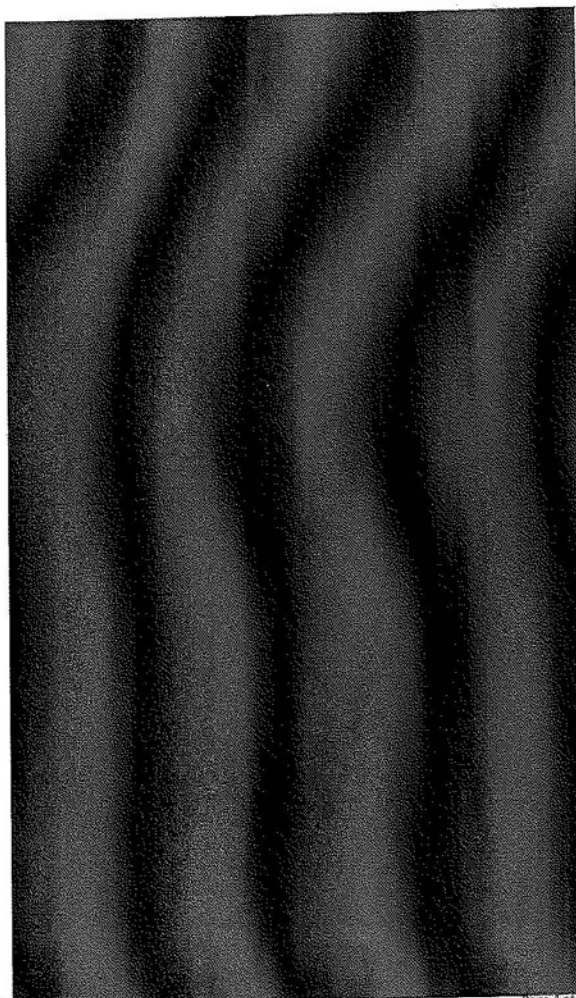
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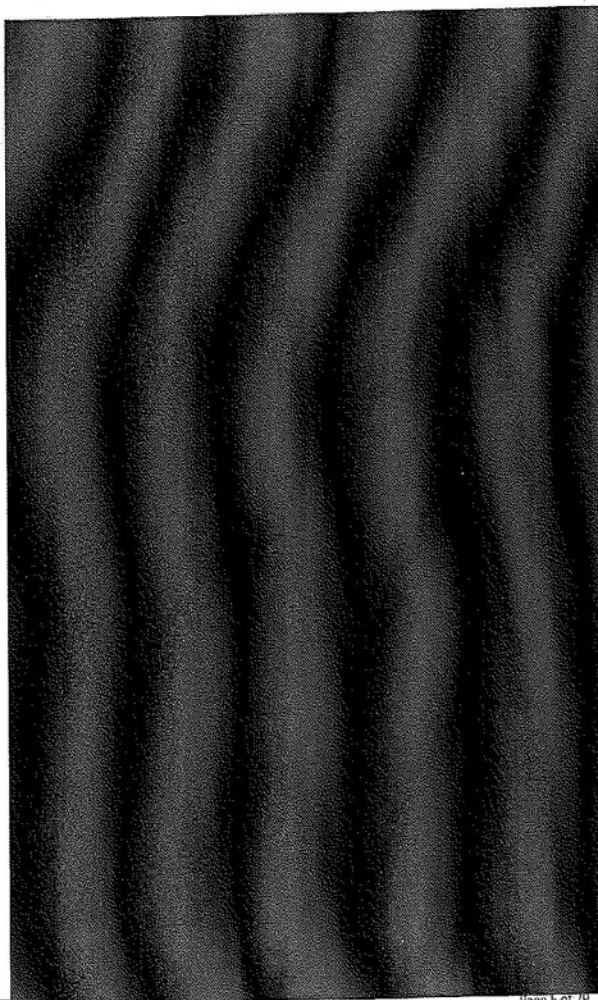
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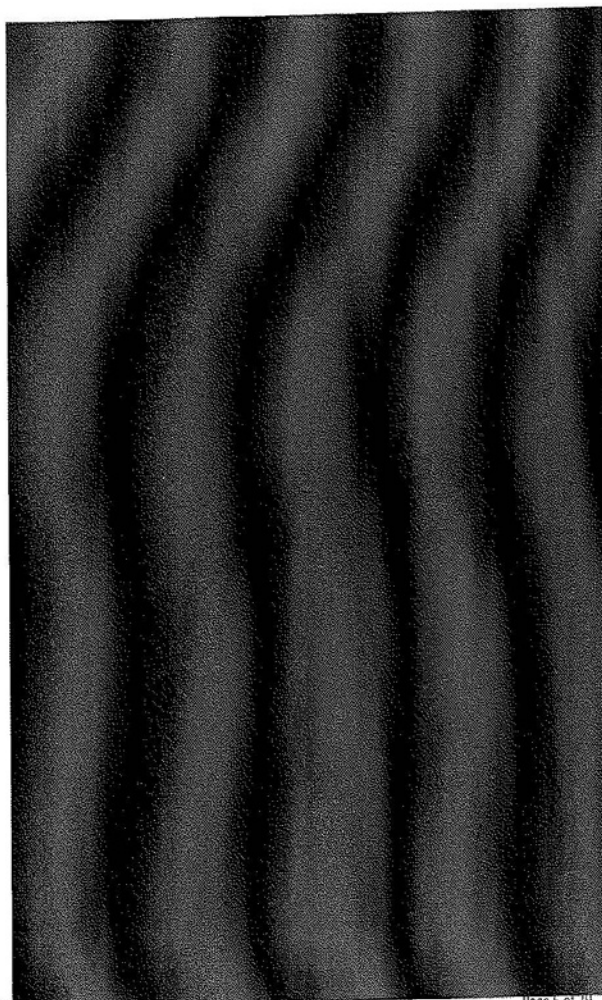
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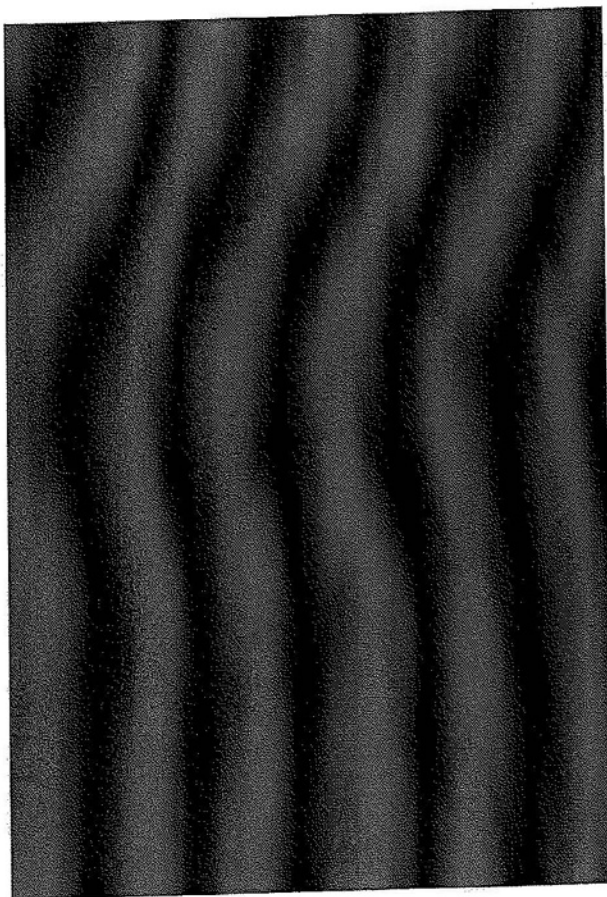


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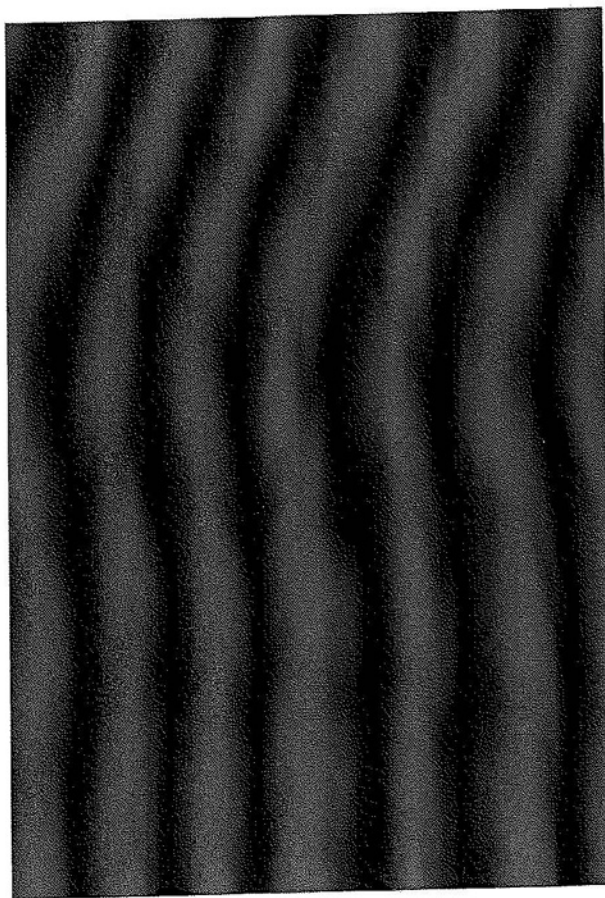
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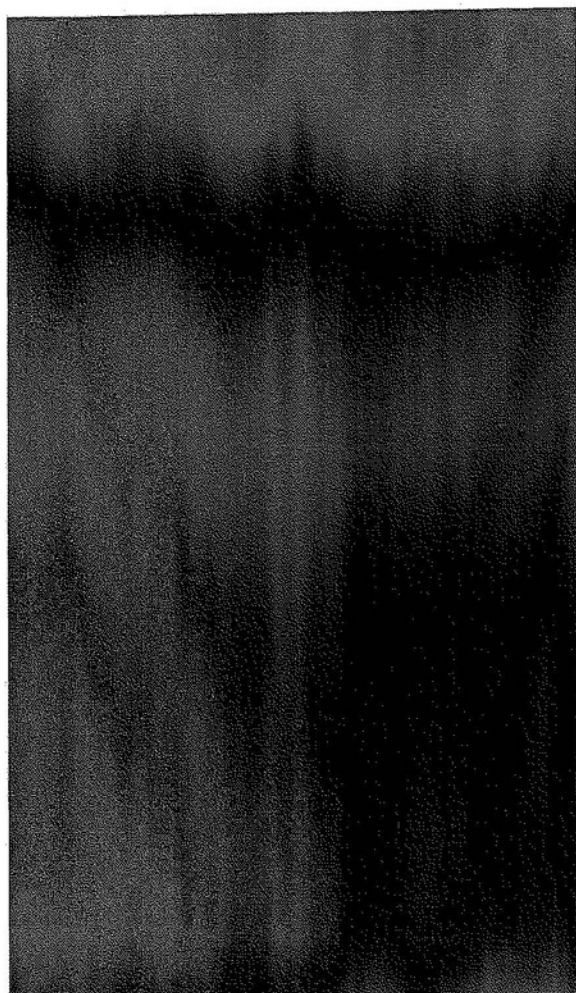
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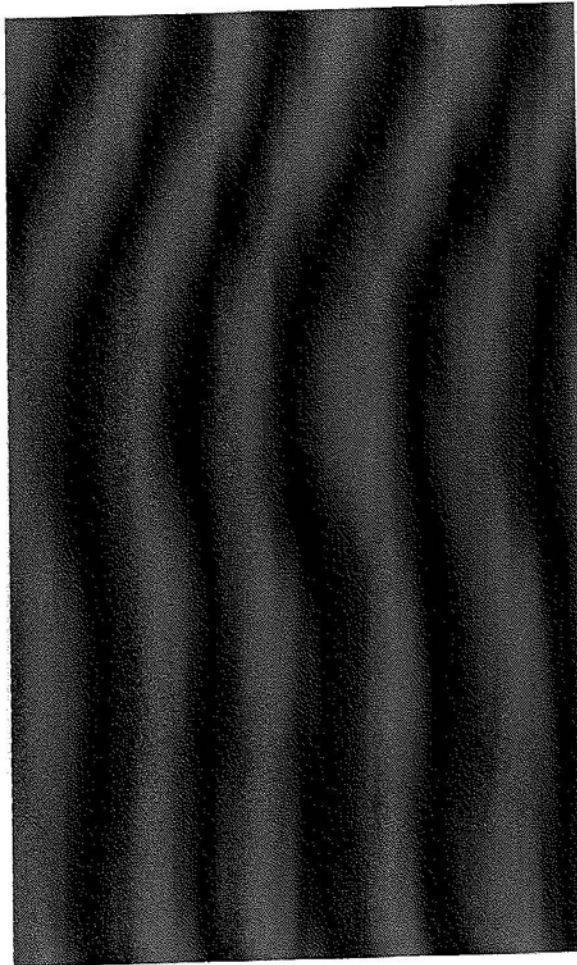
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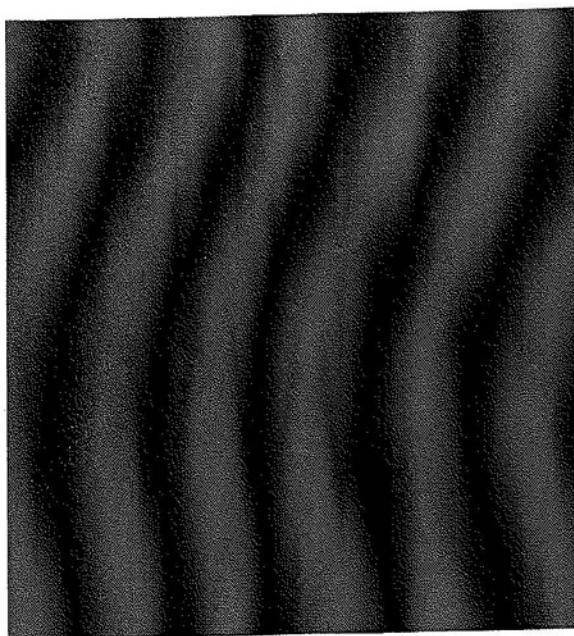
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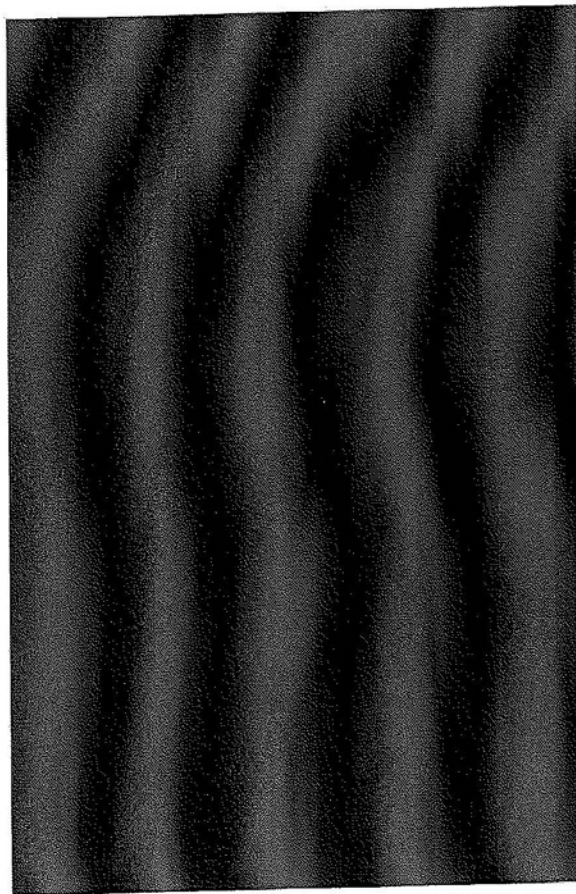


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3.4.3. Creating Fact Bureau Attribute Table



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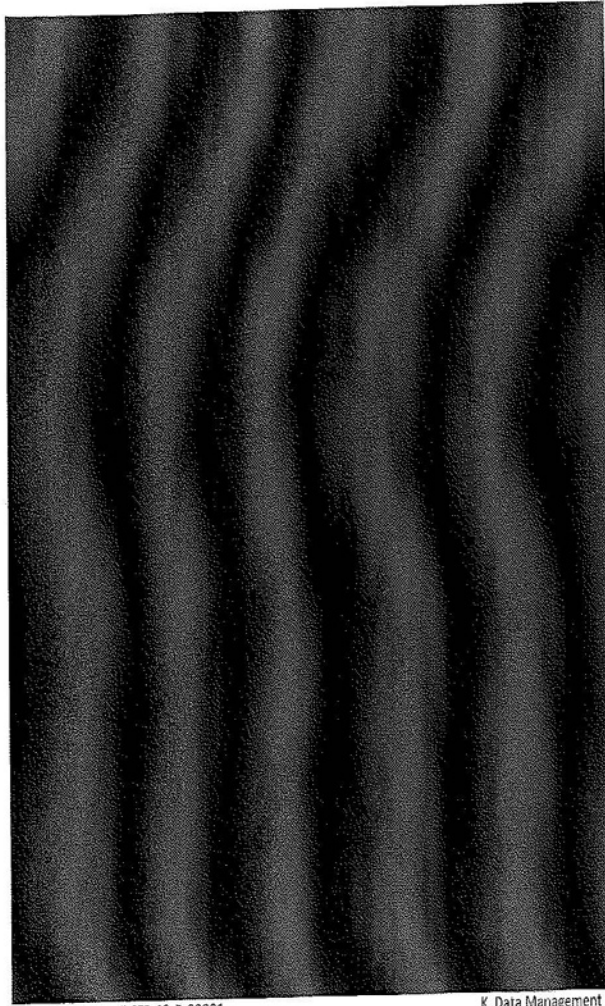
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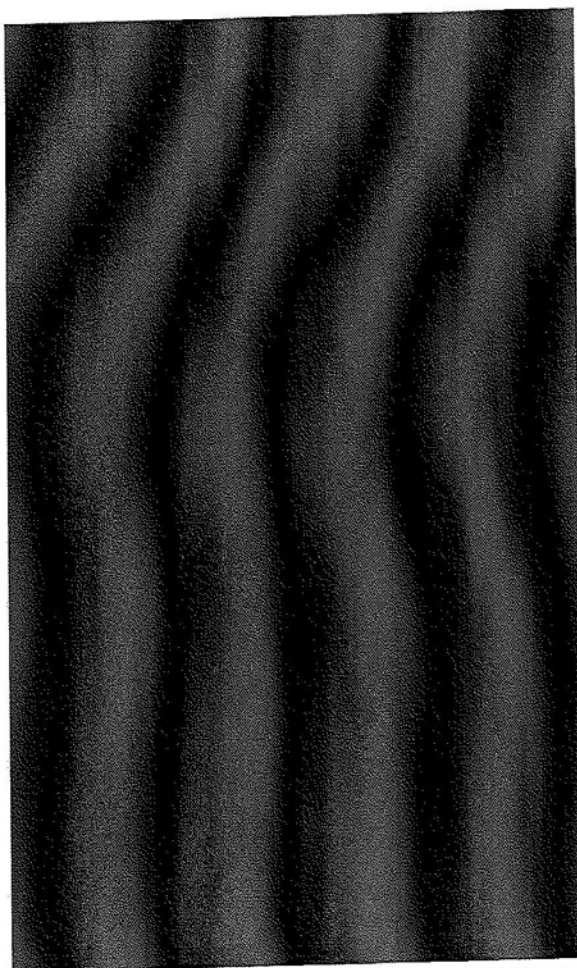
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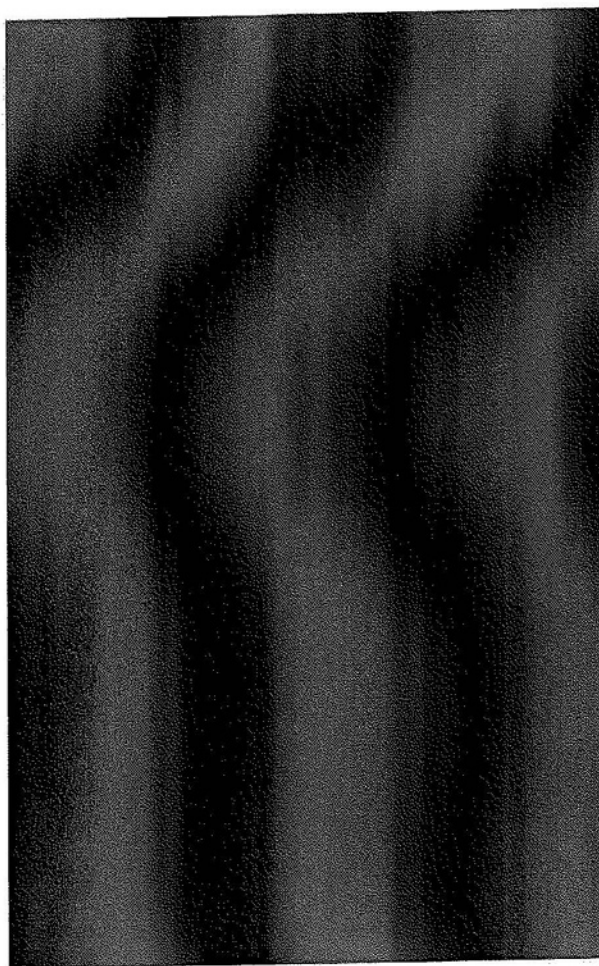
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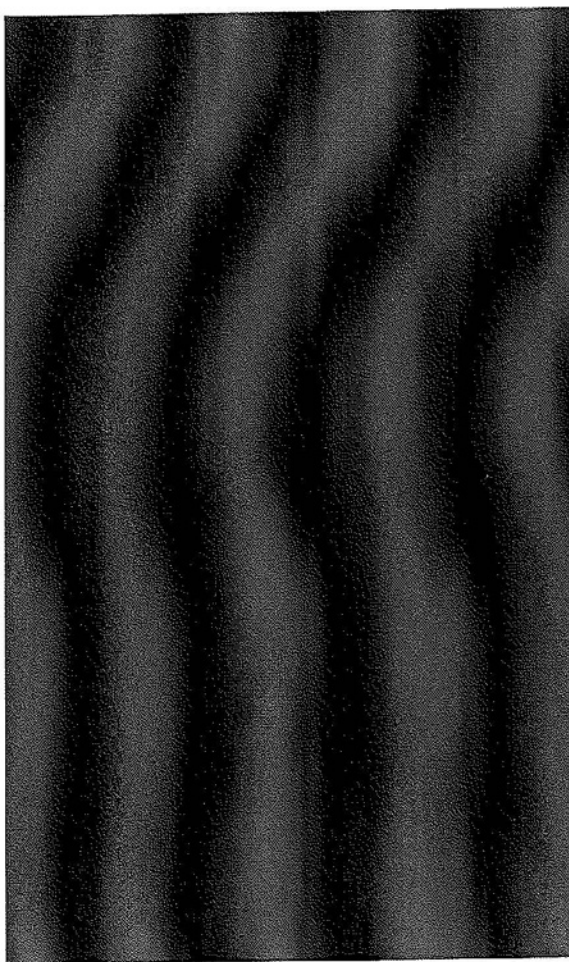


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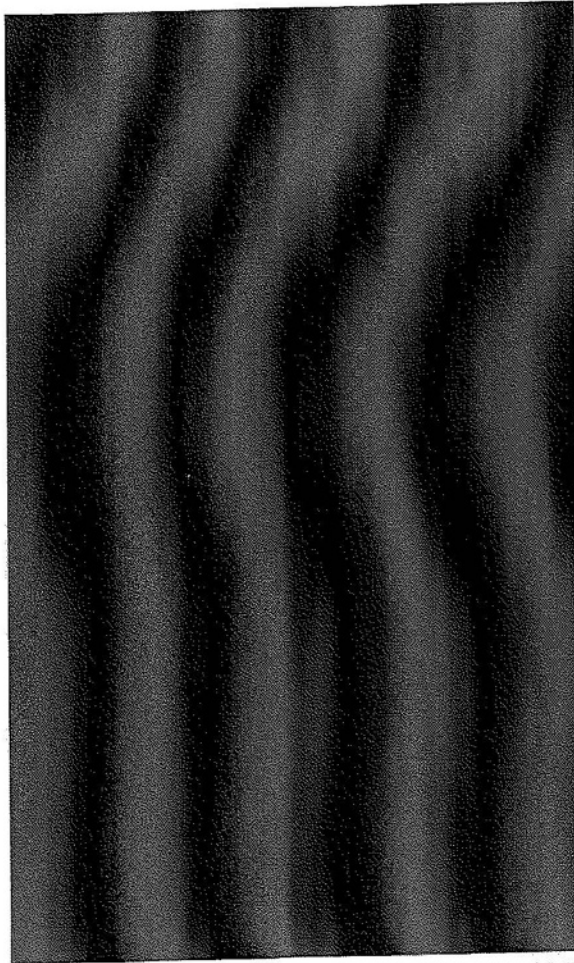
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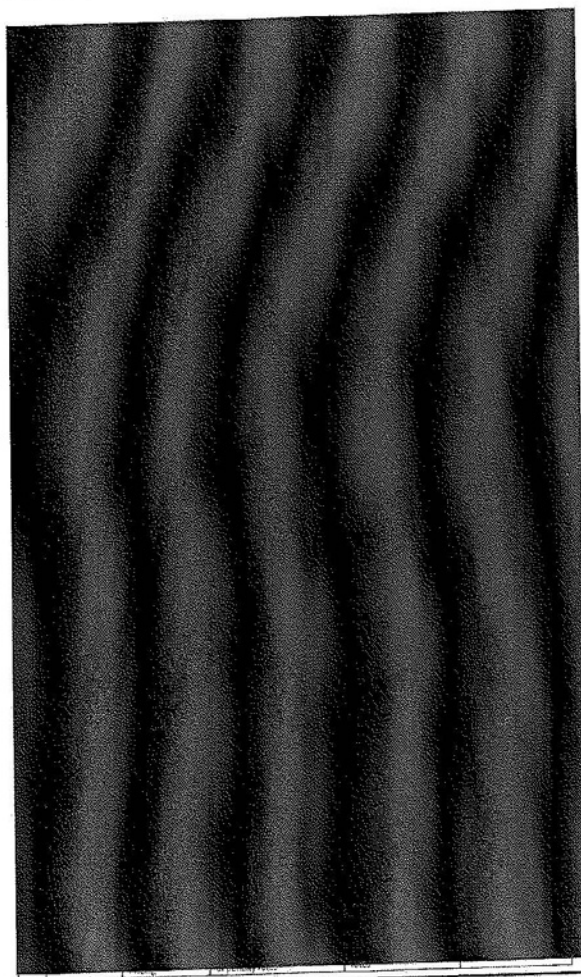
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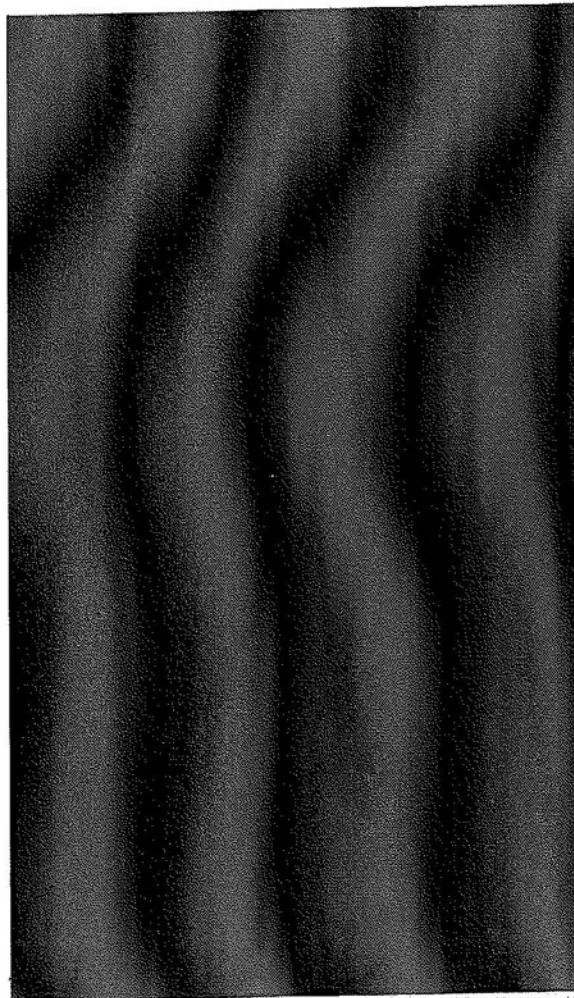
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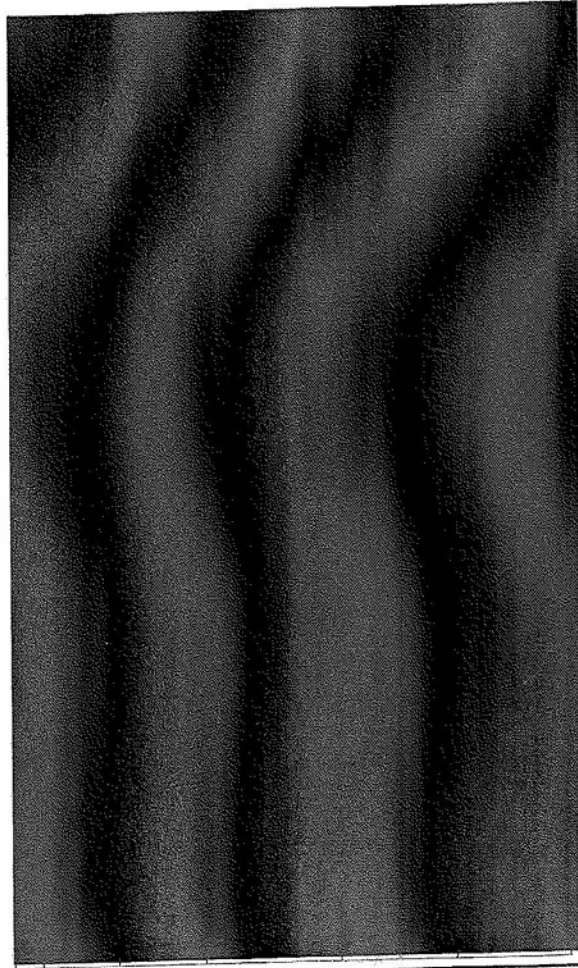


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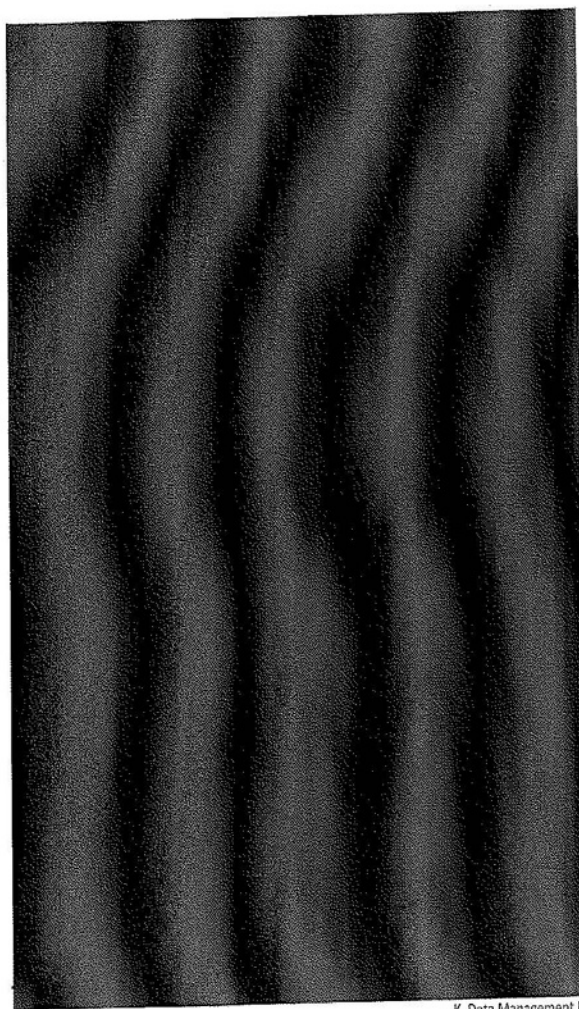


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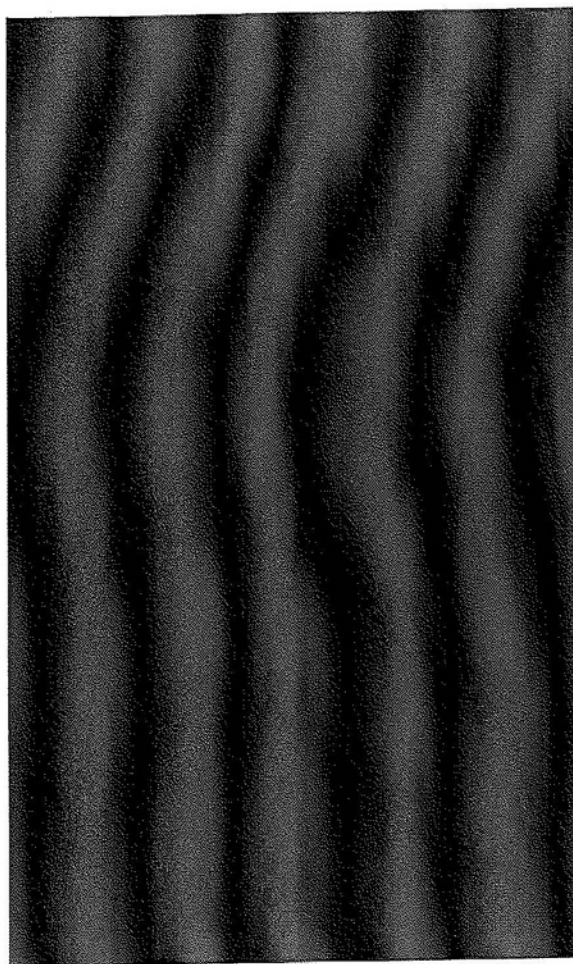


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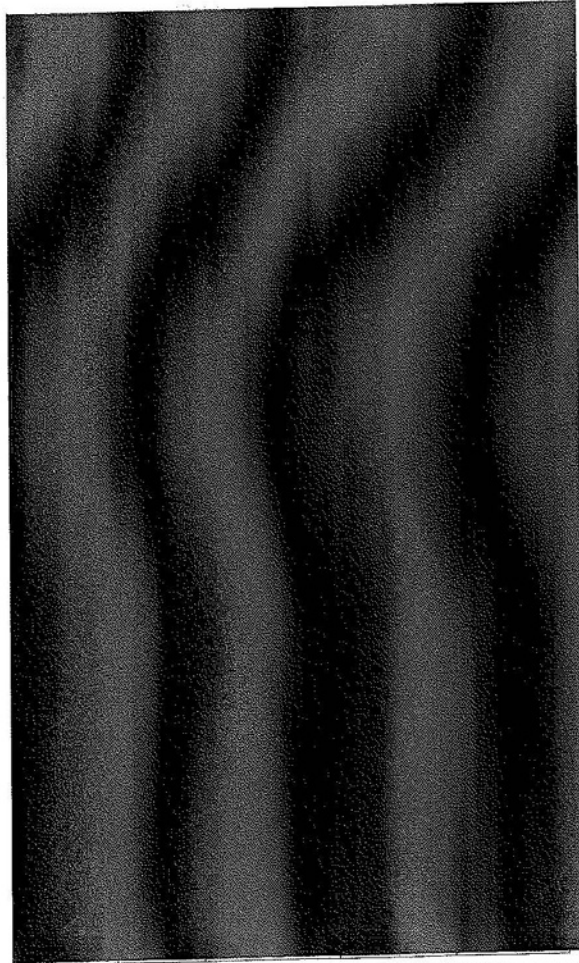
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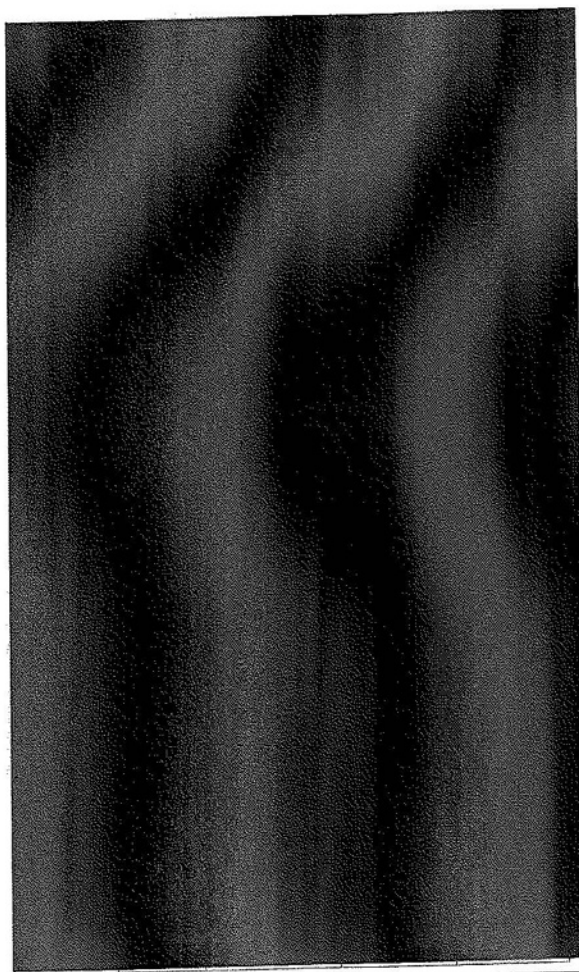
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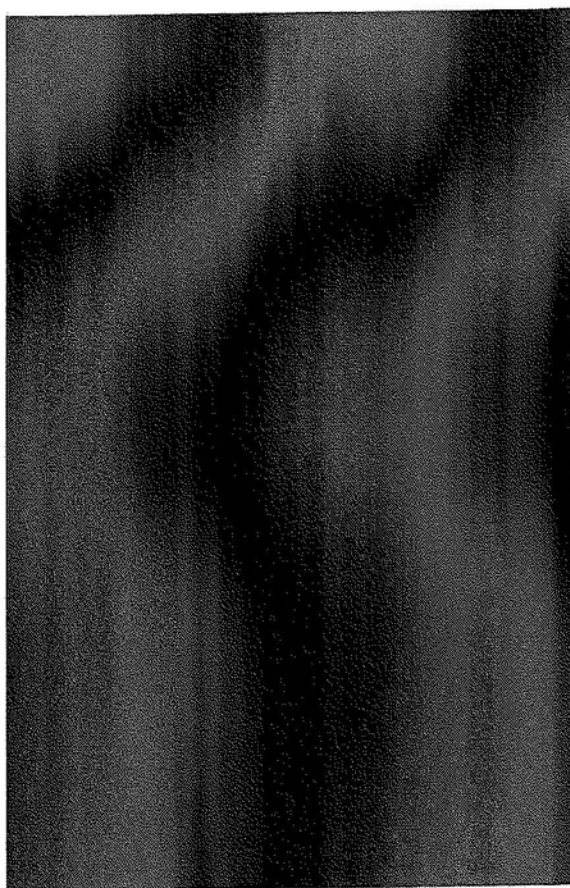
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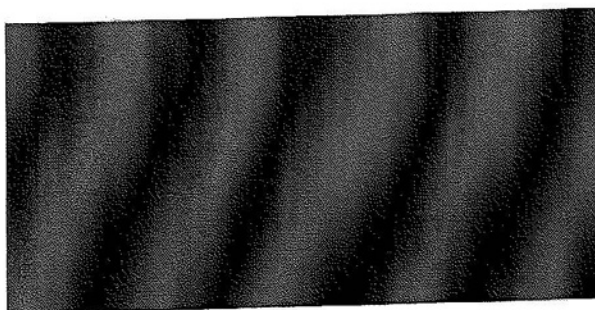
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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 3, Data Quality Management Plan

ATTACHMENT 3

DATA QUALITY MANAGEMENT PLAN

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 3, Data Quality Management Plan

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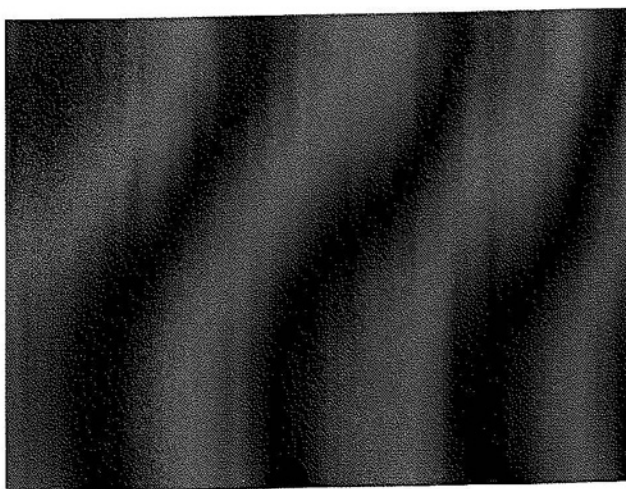
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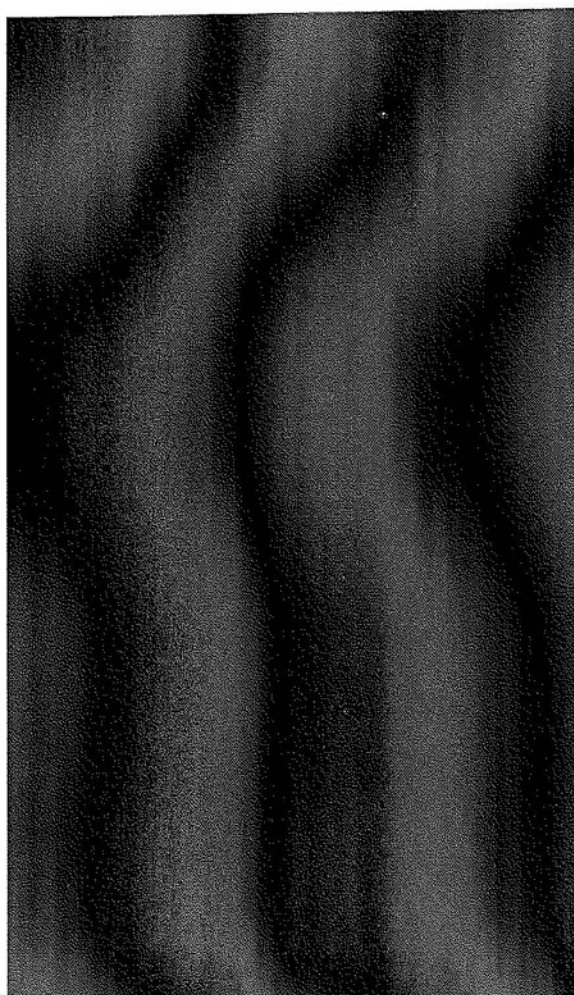
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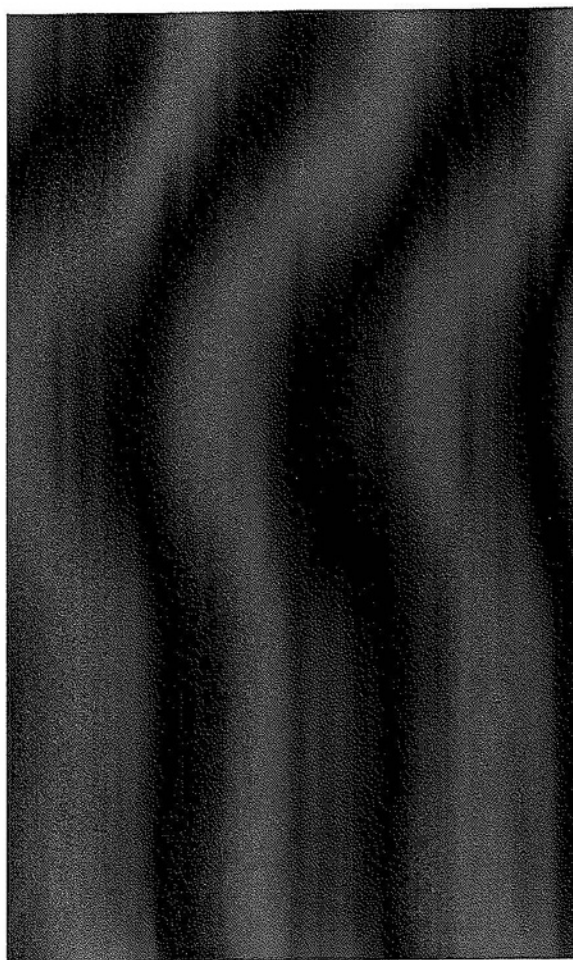
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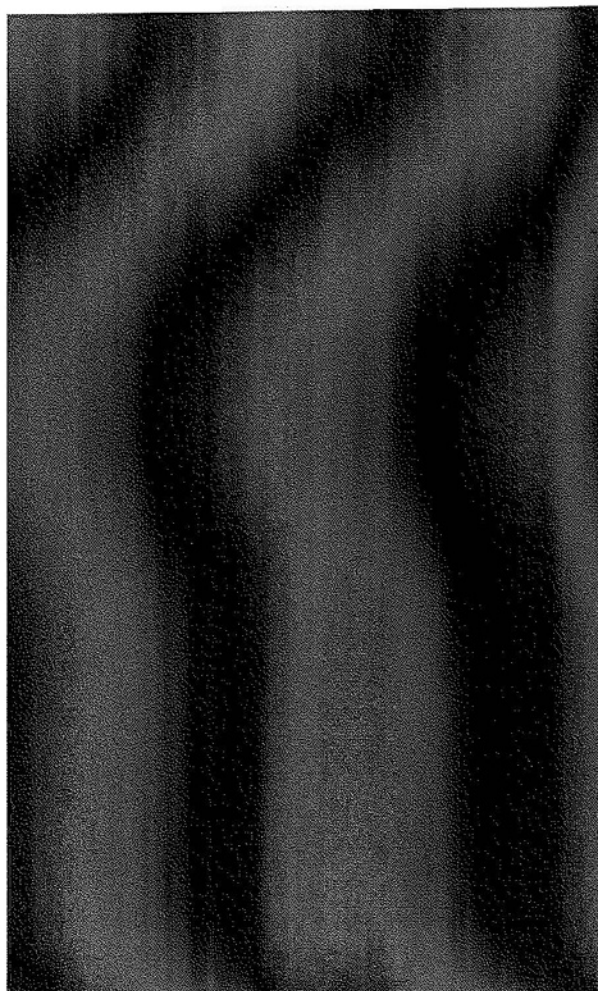
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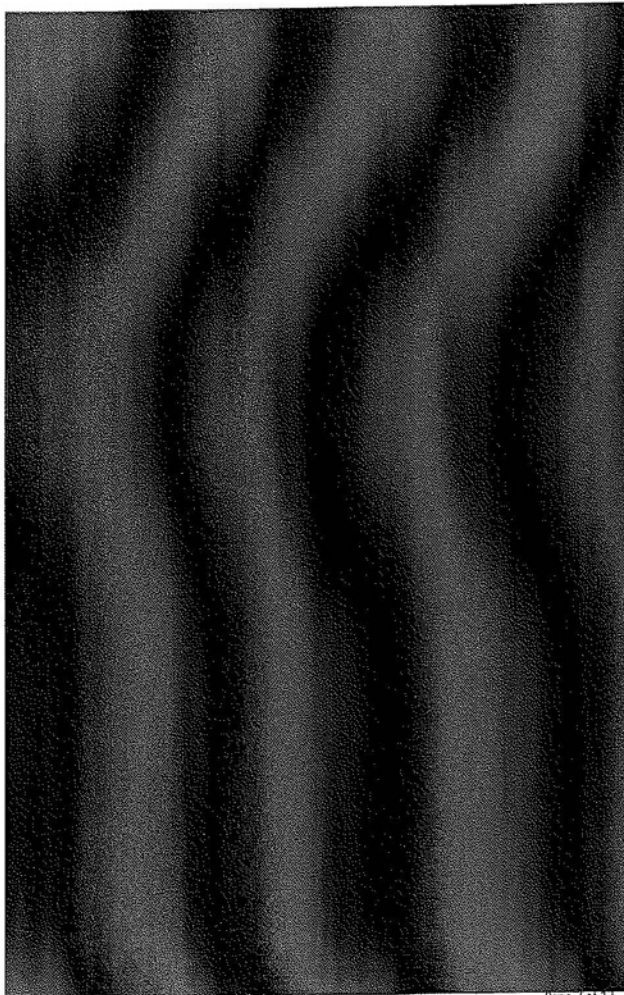
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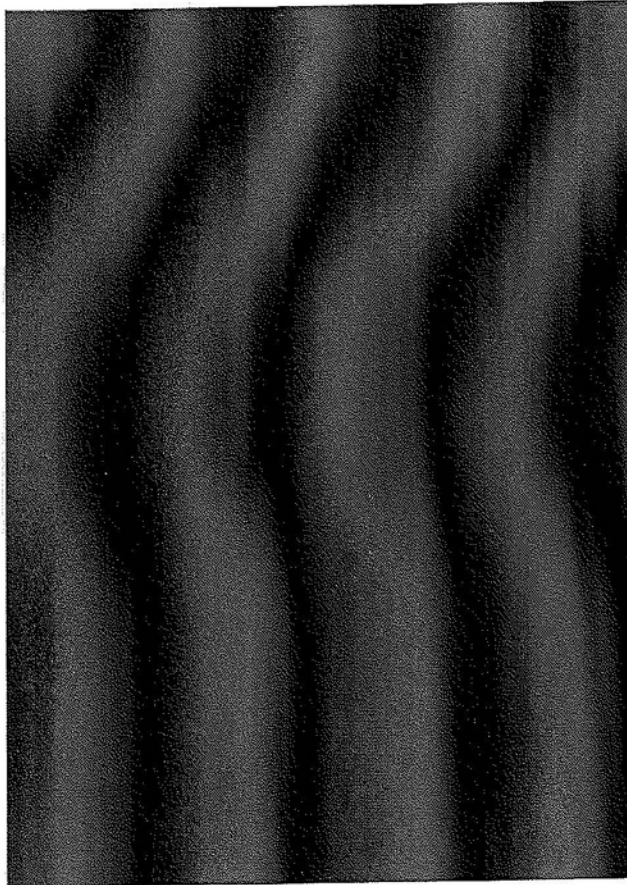
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 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 4, Field Definitions

ATTACHMENT 4
 FIELD DEFINITIONS

CONSUMER FINANCIAL PROTECTION BUREAU

CFP-12-C-0001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment A, Field Definitions

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Consumer Financial Protection Bureau

ATTACHMENT 4 - FIELD DEFINITIONS

CFPB Field Definitions – Credit Card Metrics General Purpose, Private Label & Business for Domestic Portfolios

Please Note: The numbers displayed in this document are reference numbers to the data elements, not an ordinal numbering. As new data elements were added to the original version of the list, they were often inserted into the document and not appended to the end. NO DATA ELEMENTS ARE MISSING.

The following are definitions for the account-level data fields we expect to collect monthly. Data should be reported on a managed basis (securitized and bank-owned) unless otherwise noted. Most fields should be reported as of month end, though for some we specifically ask for cycle date information. All accounts (pre-charge-off) should be reported as well as all accounts charged-off within past 12 months. If data is missing, report as a null or leave the field blank. If no credit or debit activity occurred over a reporting period, populate the field with a zero. Blanks should only be reported for unknown or missing values. Business cards should exclude corporate and government cards, and be provided at the billed account-level (i.e., individual pay-, or control, account, not sub-account). For each account, report:

No	Title	Definition
1	Reference Number	A unique identifier for the loan record that will be the same month to month. A reference number shall be used in lieu of the actual account number. The reference number shall identify the account or account relationship (for Business Credit Cards) for its entire life. Incentivest aggregator developed a practice for the identification or generation of this identifier and the safeguarding of account privacy information. Replacement accounts will need to be linked. Banks will need to work with aggregator on mapping cross reference account numbers. This may require another data field.
2	State	Report the state the cardholder currently reports as their billing address. If account originated in the US and the card member has subsequently moved to a foreign country, report as non-US. (a) State postal code (b) Non-US (c) APO

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Attachment 4, Field Definitions

No	Title	Definition
3	Zip Code	Report the zip code the cardholder reported as their billing address (5 digits for U.S. accounts).
4	Country	Report the country on the current billing address. If country codes reported by the banks are not consistent, the aggregator shall ensure that a uniform set of country codes are stored in the system for the CFPB.
5	Credit Card Type	Report each account in one of the following categories: (a) General Purpose – can be used at a wide variety of merchants, including any who accept MasterCard, Visa, American Express or Discover credit cards. Include affinity, co-brand cards in this category, and student card if applicable. (b) Private Label – also known as Proprietary – Credit Cards are tied to the retailer issuing the card and can only be used in that retailer's stores. Include oil & gas cards in this loan type, and student cards if applicable. (c) Business Card – Include small business credit card accounts where the loan is underwritten with the sole proprietor or primary business owner as applicant. Report at the control account-level or the individual pay level (not at the sub-account-level).
6	Product Type	Report each account in one of the following product types: (a) Co-brand (b) Oil and Gas (c) Affinity (d) Student (if internally identified as a student card) (e) Other
7	Sourced Credit Card	Indicate whether the card is included in a program where any portion of the line is secured by collateral. (a) Y-Yes (b) N-No

CFR-12-C-00001 (Argus Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 4, Field Definitions

No	Title	Definition
8	Loan Source/Channel	Report the source or channel by which the lender solicited or otherwise acquired the account. The method of solicitation could include direct mail, the internet, take-one applications, or telemarketing. Report each account in one of the following categories: (a) Pre-approved accounts originated under a program where the issuer solicits a list of potential customers to which it will make an offer of credit (b) Invitation to Apply "ITA" – accounts originated based on a solicitation that required a customer to undergo a full credit review prior to approval. (c) Take-One Branch application – unsolicited accounts based on customer completing an application obtained at bank. (d) Take-One Other application – unsolicited accounts based on a customer completing an internet, magazine insert or event marketing application. (e) Accounts Purchased from a 3 rd Party – accounts added as a result of portfolio acquisition or mergers. Do not include here if already included in one of the above channels (f) Other.
9	Month Ending Balance	Report the total balance outstanding on the account as of the month-end reporting date.
10	Cycle Ending Balance	Report the total outstanding balance for the account at the end of the current month's cycle.
11	Cycle Ending Balances Mix	Segment balances outstanding at the end of the current month's cycle into the following categories as applicable: (a) Balances at a Promotional Rate – report any amount outstanding priced at rates below the account's normal purchase APR. (b) Balances at a Cash Advance Rate – report any amount outstanding priced at a cash advance APR. (c) Balances Subject to Default or Penalty Pricing – report any amount outstanding subject to default or penalty pricing due to performance. (d) All Other Balances
12	Cycle Ending Average Daily Balance (ADB)	Report the sum of the daily balances in the cycle divided by the number of days in the cycle.
13	Account Cycle Date	Report the date in which transactions were accumulated for billing in the reporting month. Report even if no statement was generated.
14	Account Origination Date	Report the date on which the original credit card was issued. If unknown due to acquisition or merger, report date account was acquired.

CFP-12-C-0000 (Apex Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions

No	Title	Definition
15	Multiple Banking Relationships	Identify accounts that currently have other non-credit card banking relationships (e.g. deposits, trust accounts, investments) with the bank. (a) Y-Yes (b) N-No
16	Multiple Credit Card Relationships	Report accounts where the bank has issued more than one credit card to the primary or joint account holder(s). (a) Y-Yes (b) N-No
17	Joint Account	Report whether the account has more than one primary obligor. Exclude authorized users. (a) Y-Yes (b) N-No
18	Flagged as Securitized	Identify whether the account has been securitized (designated for inclusion in a master trust). (a) Y-Yes (b) N-No
19	Borrower's Income at Origination	Report the total income obtained at the account's origination (normalized if monthly income was provided).
20	Income Source at Origination	Identify whether the original income information related to the primary cardholder's income alone, or on other joint or household income. (a) Individual (b) Household
21	Updated Borrower's Income	Report the amount of total income if new income information was obtained subsequent to the initial application or acquisition.
22	Updated Income Source	Identify whether the updated income information was for the primary cardholder only, or for joint- or household members also. (a) Individual (b) Household
23	Date Refreshed Income Obtained	Report the date the new income information was received.

CFP-12-C-0001 (Argus Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions

No.	Title	Definition
24	Original FICO Score for the primary account holder	The FICO score can be based on the credit bureau service the institution uses as its source. Original FICO reflects the score upon which the original underwriting decision was based. If the bank does NOT obtain origination FICO scores, map the internal score or other bureau score used to FICO scores and report that score. For Business Cards, provide the score for the proprietor or primary business owner.
25	Original FICO Score for the co-borrower (if any)	Same as #24.
26	Refreshed FICO Score	A refreshed FICO score is any update to the score used for the original credit decision. Report the most recent score for the primary accountholder. If internal credit scores or other bureau scores are used (as opposed to FICO), map the score to a FICO equivalent and report that score.
27	FICO Score Refresh Date	The date the FICO score (or managed internal/other bureau score) was last refreshed.
28	Behavioral Score	Report the current behavior score available for the account in reporting month. If no score is available leave the field blank.
29	Original Credit Limit	Report the amount of the credit line set by the card issuer at origination. If unknown due to acquisition or merger, report the credit line at acquisition.
30	Current Credit Limit at the reporting month's end	Report the maximum dollar amount that may be borrowed on the account during the reporting month. If no credit limit, report the purchase or shadow limit.
31	Current Cash Advance Limit - at the reporting month's end	Report the maximum cash advance amount available to the borrower at the reporting month's end.
32	Line Frozen in the current month	Report whether the account's credit line is involuntarily frozen and authorizations are prohibited on the account in the current reporting month. (a) Y-Yes (b) N-No

C7P-12-C-00081 (Argus Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions

No	Title	Definition
33	Line Decrease in the current month	Report whether the account remains open but the credit line has been reduced in the current reporting month. (a) Y-Yes (b) N-No
34	Line Increase in the current month	Report whether the account's credit line was increased in the current reporting month. (a) Y-Yes (b) N-No
35	Preset Spending Limit	Identify whether the account has a preset spending limit. (a) Y-Yes (b) N-No
36	Minimum Payment Due	Report the current minimum dollar amount due that will roll into the first delinquency bucket if not paid. Use the most recent cycle date. This is generally referred to as minimum payment due on cardholder's statement.
37	Total Payment Due	Report the dollar amount of the total payment due for the cycle ending to the reporting month. This generally includes current minimum due, past due payments and any amount reported as over the credit limit.
38	Next Payment Due Date	Report the date the cardholder is told a payment must reach the bank to keep the account in a current status.
39	Actual Payment Amount	Report the dollar amount of all payments received during the current month's cycle. Aggregate multiple payments. Report net of checks returned for non-sufficient funds, account closed, etc. (even if related to prior cycles). If an account does not statement or a payment was not made, report as zero.
40	Other Credits	Report the dollar amount of all credits (other than cardholder payments) received during the current month's cycle. Also, exclude fee reversals or waivers (they will be accounted for in the "Fees Incurred" line item).
41	Total Past Due	Report the dollar amount of delinquent balances at the end of the current month's cycle.
42	Days Past Due	Report the actual number of days the account is past due at the end of the reporting month. For current accounts, enter zero.
43	Cycles Past Due at Cycle Date	Report the number of cycles the account is past due as of the current month's cycle date.
44	Cycles Past Due at Month-End	Report the number of cycles the account is past due on the last day of the current reporting month.

CFP-12-C-0001 (Aggregative and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions

No	Title	Definition
45	Account Ever 60+ Days Past Due in the last 3 years	Report the date on which the account was last 60+ days past due in the last three years. If the account has not been 60+ days past due in the last three years, leave the field blank.
46	Interest Type in current month	Report whether the Purchase (not promotional) APR is fixed or variable rate. If the account is in temporary workout program, report pre-workout terms. If the account is in permanent workout program, report the workout terms. (a) Fixed Accounts - whose purchase (not promotional) APR is fixed. (b) Variable Loans - where the purchase APR rate fluctuates based on a spread to an index. Report accounts as variable even if there is a temporary initial fixed period. Include as variable even if the APR is at its floor or cap.
47	APR at Cycle End	Report the purchase APR unless the account is in default or workout. If the account is in default then report the default APR. If the account is in a workout program (temporary or permanent), report the workout APR.
48	Finance Charge	Report the dollar amount of the net finance charges assessed on the reporting month's statement. If the account did not statement report as zero.
49	Fees Incurred	Report the dollar amount of fees posted during the current month's cycle for each category below. Report amounts net of reversals or waivers. (a) Late Fee - assessed for late or nonpayment (b) Over Limit Fee - assessed for account exceeding its credit limit. (c) Non-sufficient Funds Fee (NSF) - assessed against account when payment is returned unpaid for any reason. (d) Cash Advance Fee - assessed for cash advances made on the credit card. (e) Monthly/Annual Fee - assessed for the privilege of holding the credit card. (f) Debt Suspension/Cancellation Fee - assessed to protect consumer in event of a significant life event like the loss of a job. (g) Balance Transfer Fees - assessed for balances transferred from another institution to this cardholder's account. (h) Other - any fee not captured above. Examples include convenience check fees and foreign currency fees.
50	Debt Suspension/ Cancellation Program Enrollment	Report whether the account is enrolled in a debt waiver/cancellation program. (a) Y-Yes (b) N-No

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions

No	Title	Definition
51	Debt Suspension/ Cancellation Program Active	Report whether the borrower is receiving benefits under a debt suspension/cancellation program. (a) Y-Yes (b) N-No
52	Month-end Account Status	Report each account in one of the following categories as of month end: (a) Open/active – if the account has had any debit, credit, or balance activity in the last twelve months. (b) Open/inactive – if the account is open but has no debit, credit, or balance activity in the last twelve months. (c) Closed or revoked – if the account is closed and has no further charging privileges. Include accounts in default, in credit management programs and expired accounts
53	Cycle-end Account Status	Report each account in one of the following categories as of cycle end: (a) Open/active – if the account has had any debit, credit, or balance activity in the last twelve months. (b) Open/inactive – if the account is open but has no debit, credit, or balance activity in the last twelve months. (c) Closed or revoked – if the account is closed and has no further charging privileges. Include accounts in default, in credit management programs and expired accounts
54	Account Closed at Request of Customer at Month-end	Report whether the account was closed in the reporting month at the request of the borrower as of month end. The account may or may not have a balance. (a) Y-Yes (b) N-No
55	Account Closed at Request of Customer at Cycle End	Report whether the account was closed in the reporting month at the request of the borrower as of cycle end. The account may or may not have a balance. (a) Y-Yes (b) N-No
56	Skip-a-payment	Report whether the account holder opted for a promotional skip-a-payment during the reporting month (a) Y-Yes (b) N-No

CFP-12-C40001 (Agree Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment A, Field Definitions

No	Title	Definition
57	Credit Card Workout Program	Report whether the account entered into any type of workout program during the current reporting month. (a) Y-Yes (b) N-No
58	Workout Program Type	For accounts in a workout program at month-end, categorize the type of program in one of the options below: (a) External Program – a permanent external program, often administered by a Consumer Credit Counseling Service (CCCS). (b) Internal Long-Term Program – an internal program where terms have been modified and the account holder is paying off outstanding balances over an extended period. Include all programs with enrollment durations in excess of 12 months. (c) Internal Temporary Programs – an internal program where terms are temporarily modified, not to exceed 12 months, in recognition of short term hardship. (d) Settlement Programs – an agreement where the lender will accept less than the full balance outstanding to satisfy and close the account. (e) Other – any other workout arrangement.
59	Workout Program Performance Status	This field tracks the performance of borrowers in all workout plans. These plans include the external Consumer Credit Counseling Programs, as well as, internal long-term and temporary programs. Report performance as of the reporting date in one of the following categories: (a) Active and Performing – the borrower is performing as scheduled under the terms of an executed workout program. (b) Active and Non-Performing – the borrower is in a workout plan but has missed at least one program payment. (c) Broken – the borrower has defaulted on the terms of an executed plan during the month. Use the bank's internal definition of broken.
60	Settlement Portion Forgiven	Report any account for which the "Settlement" option has been selected under the Workout Program type; report the total amount of the outstanding balance forgiven in the current month.

CFP-12-C-0001 (Auga Information and Advisory Services LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 4, Field Definitions

No	Title	Definition
61	Collection Re-age Date	Report the date of the last account re-age performed by the collections department, or in relation to any performance-related delinquency.
62	Customer Service Re-age Date	Report the date of the last re-age performed by any customer service rep (for example, in response to an erroneous payment posting or other similar non-performance issue.)
63	Loan Charged-Off in the current month	Report whether the account incurred any type of charge-off in the current reporting month. Do not include charge-offs related to fraud. (a) Y-Yes (b) N-No
64	Charge-off Reason	Identify the reason for charge-off and loss recognition on an account. (a) Contractual – losses incurred as a result of borrower's inability to make full repayment under the contractual terms of the account. (b) Bankruptcy – losses incurred as a result of borrower's bankruptcy proceedings. (c) Deceased – losses incurred as a result of death of account holder. (d) Other – any other reason. Do not include charge-offs related to fraud.
65	Principal Charge-off Amount	Report the total amount of any principal write-downs (or principal reversals) on the account during the reporting month. Record all charges against the Allowance for Loan and Lease Losses (ALLL), using the FFIEC Call Report Instructions as guidance.
66	Interest and Fees Charge-off/Reversal Amount	Report the total amount of any write-downs, fee waivers, or reversal of loan interest and fees on the account during the reporting month. Interest and fee reversals, waivers or write-downs can include those charged against the Allowance for Loan and Lease Losses (ALLL), or a separate valuation reserve, or reversed against current period income during the reporting period.
67	Recovery Amount	Report the dollar amount of any balance recovery from a previously charged-off account collected during the month.
68	Fraud in the current month	Report whether the account was frozen due to potential fraud or closed for cause at the conclusion of a fraud investigation in the current reporting month. (a) Y-Yes (b) N-No

CFP-12-CARD (Acquis Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment A, Field Definitions

No	Title	Definition
69	Purchase Amount	Report the net purchase dollar volume during the current month's cycle.
70	Cash Advance Amount	Report the net cash advance dollar volume during the current month's cycle.
71	Balance Transfer Amount	Report the balance transfer dollar volume during the current month's cycle.
72	Convenience Check Amount	Report the convenience check dollar volume during the current month's cycle.
73	Account Sold Flag	Identifies accounts that have been sold. Identifier should persist while the account is reported. (a) Y - Yes (b) N - No

CFP-12-C-0000 (Agape Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment A, Field Definitions

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CFP-12-C-0000 (Apex Information and Advisory Services, LLC)
 Collector, Transmitter, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 4, Field Definitions for Elements Collected Monthly (at a Portfolio level)

Definitions of Field Elements Collected Monthly at a Portfolio-level

No	Title	Definition
74	End of Period Managed Receivables	Include the amount of all outstanding credit card receivables, bank owned and securitized, to individuals for household, family and other personal expenditures arising from General Purpose or Private Label Credit Cards. For Business Cards, this would be the amount outstanding to individuals for business purposes.
75	End of Period Bank Receivables	Include the amount of outstanding credit card receivables, bank owned only (not securitized, not serviced for others), to individuals for household, family and other personal expenditures arising from charges on General Purpose or Private Label Credit Cards. For Business Cards, this would be the amount of extensions of credit to individuals for business purposes. For securitized accounts, the seller's or owner's interest should be included here.
76	Reporting Period Daily Average Managed Receivables	Include the amount of all outstanding credit card receivables, bank owned and securitized, to individuals for household, family and other personal expenditures arising from General Purpose or Private Label Credit Cards. For Business Cards, this would be the amount outstanding to individuals for business purposes.
77	Securitized Receivables	Report the outstanding balance of receivables that have been transferred to a trust for purposes of issuing credit card backed securities, less the bank's ownership or seller's interest. The bank's ownership or seller's interest is generally equal to the total principal amount of assets included in the securitization structure, less the principal amount of those assets attributable to investors, i.e., in the form of securities issued to investors. The seller's interest would not include any interest that is a form of recourse or other seller-provided credit enhancement.
78	ALLL Managed Balance	Amount of the ALLL assigned to the managed credit card portfolio at the end of the month; include reserves maintained for securitized assets, if any.
79	ALLL Banked Balance	Amount of the ALLL assigned to the bank-owned credit card portfolio at the end of the month.
80	Projected Managed Losses	Report the estimated dollar amount of losses for the next 12 months (rolling basis each reporting month) for the entire managed portfolio.
81	Projected Banked Losses	Report the estimated dollar amount of losses for the next 12 months (rolling basis each reporting month) for the bank-owned portfolio only. For securitized accounts include estimated losses associated with the seller's interest.
82	Managed Gross Charge-offs for the current month	Report the dollar amount of gross charge-offs recognized in the reporting month for the entire managed portfolio. Include any amounts (interest and fees) reversed against income.
83	Banked Gross Charge-offs for the current month	Report the dollar amount of gross charge-offs recognized in reporting month for bank-owned receivables. Include any amounts (interest and fees) reversed against income.

CFP-12-C-0001 (Argus Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4, Field Definitions for Elements Collected Monthly (at a Portfolio Level)

No	Title	Definition
84	Managed Recoveries	Report amounts recovered on credit card loans previously charged-off for the entire managed portfolio
85	Brokered Recoveries	All recoveries for prior charge-offs on bank-owned receivables, recognized through the ALLL, in the current reporting month
86	Interest and Fees Charge-off/Reversal Amount	Report the total amount of any write-downs, fee waivers or reversal of loan interest and fees on the credit card receivables during the reporting month. Interest and fee reversals, waivers or write-downs can include those charged against the Allowance for Loan and Lease Losses (ALLL), or a separate valuation reserve, or reversed against current period income during the reporting period.

CFP-12-C-00001 (Alpha Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 4, Field Definitions for Monthly Portfolio-Level Income Statements

DEFINITIONS OF FIELD ELEMENTS FOR MONTHLY PORTFOLIO-LEVEL INCOME STATEMENT

No	Title	Definition
87	Interest Income	Report total interest accrued on credit card receivables for the month, less any interest waived or reversed as uncollectible or any amount added to a contra-asset account for uncollectible interest that the bank maintains and reports separately from the ALLL. Do not include fee income in this category.
88	Fee Income	Report total fees assessed on credit card accounts during the month, less any fee waived or reversed as uncollectible or any amount added to a contra-asset account for uncollectible fees that the bank maintains and reports separately from the ALLL. Interchange-, annual-, and del- suspension/cancellation fees should not be reported here. Report fees for each of the following categories: (a) Late Fees - fee assessed for late or nonpayment on account. (b) Over Limit Fees - fee assessed for account going over established credit limit. (c) Balance Transfer Fees - fee assessed for transferring balances from another source outside the bank, such as another financial institution's credit card to a credit card at this bank. (d) Convenience Check Fees - fee assessed for use of checks provided to access available credit on the account. (e) Cash Advance Fees - fee assessed for cash advances on the account. (f) NSF Fees - fee assessed for payments returned unpaid. (g) Other Fee Income - other fees assessed on an account such as foreign exchange conversion fees, etc.
89	Interest Expense	Total interest expense accrued for the month to fund credit card receivables.
90	Credit Card Net Interest Margin	Interest income plus fee income reported above minus interest expense.

CFP-12-C-0001 (Agree Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 4: Field Definitions for Monthly Portfolio-level Income Statements

No	Title	Definition
91	Total Non-Interest Income	Report non-interest income for the following categories: (a) Interchange Income – interchange fees received from the card associations. (b) All Other Non-Interest Income – any other income, including annual fees, debt suspension/cancellation product fees, etc., associated with card operations.
92	Total Non-Interest Expense	Report non-interest expense for the following categories: (a) Interchange Expense – interchange fees paid to the card associations. (b) Marketing/Acquisition and Card Processing – report cost incurred to acquire, advertise, or promote and process credit cards. (c) Rewards/Rebates – expenses associated with reward and rebate programs for credit cards. (d) Collections – report cost incurred to collect problem credits. (e) Fraud – losses incurred as a result of fraudulent activity. (f) All Other Expenses – report all other operating and other expenses associated with card operations. This includes servicing, cardholder billing, processing interchange, processing payments, card issuing, authorizations, card administration and outside services/outsource expenses, etc.
93	Loan Loss Provision Expense	(a) Provision Expense – provision expense taken during the month. (b) Provision Build – additional provision built up during the month. Provision build equals: provision expense + recoveries – charge-offs against the ALLL.
94	Extraordinary Items	Report extraordinary items, which are categorized as material and infrequent, such as gains and/or losses on the sale of credit card portfolios.
95	Taxes	Tax expense applicable to credit card income.
96	Net Income	Total revenues less total expenses

END OF ATTACHMENT 4//

CP-12-C-0094 (Legal Information and Advisory Services, LLC)
Collection, Transmission, Publication, Aggregation, Reporting, Storage and Analysis of Credit Card Data
Attachment 5, Data Dictionary

ATTACHMENT 5

DATA DICTIONARY

CONSUMER FINANCIAL PROTECTION BUREAU

CFP-12-C-0001 (Legal Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 5, Data Dictionary

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CONSUMER FINANCIAL PROTECTION BUREAU

CFPB-CARD

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Reference Number	Reference Number (PK)	A unique identifier for the loan record that will be the same month to month. A reference number shall be used in lieu of the actual account number. The reference number shall identify the account or account relationship (for Business Credit Cards) for its entire life. Vendor (aggregator) will recommend a best practice for the identification or generation of this identifier and the safeguarding of account privacy information. Replacement accounts will need to be linked. Banks will need to work with Vendor on mapping cross reference account numbers. This may require another data field.	1	1	numeric(18,0)
Bank ID	BankId	Identifies the bank.		2	int
Period ID	PeriodId	Identifies the reporting period.		3	int
State	AccountState	Report the state the cardholder currently reports as their billing address. If account originated in the US and the card member has subsequently moved to a foreign country, report as non-US. a. State postal code. b. Non-US. c. APO	2	4	varchar(2)
Zip Code	AccountZipCode	Report the zip code the cardholder reported as their billing address (5 digits for U.S. accounts).	3	5	varchar(5)
Country	Account Country	Report the country on the current billing address. If country codes reported by the banks are not consistent, the aggregator shall ensure that a uniform set of country codes are stored in the system for the CFPB	4	6	varchar(3)

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 3, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Credit Card Type	CreditCard Type	Report each account in one of the following categories: a. General Purpose - can be used at a wide variety of merchants, including any who accept MasterCard, Visa, American Express or Discover credit cards. Include affinity, co-brand cards in this category, and student card if applicable. b. Private Label - also known as Proprietary Credit Cards, are tied to the retailer issuing the card and can only be used in that retailer's stores. Include oil & gas cards in this loan type, and student cards if applicable. c. Business Card - Include small business credit card accounts where the loan is underwritten with the sole proprietor or primary business owner as applicant. Report at the control account-level or the individual pay level (not at the sub-account-level).	5	7	tinyint
Product Type	Product Type	Report each account in one of the following product types: a. Co-brand b. Oil and Gas c. Affinity d. Student (if internally identified as a student card) e. Other	a.	6 8	tinyint
Secured Credit Type	CreditCard Secured Flag	Indicate whether the card is included in a program where any portion of the line is secured by collateral. a. Y-Yes b. N-No	7	9	bit

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Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis of Credit Card Data

Attachment 3, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Loan Source/ Channel	LoanChannel	Report the source or channel by which the lender solicited or otherwise acquired the account. The method of solicitation could include direct mail, the internet, take-one applications, or telemarketing. Report each account in one of the following categories: a. Pre-approved - accounts originated under a program where the issuer solicits a list of potential customers to which it will make an offer of credit. b. Invitation to Apply "ITA" - accounts originated based on a solicitation that required a customer to undergo a full credit review prior to approval. c. Take-One Branch application - unsolicited accounts based on customer completing an application obtained at bank. d. Take-One Other application - unsolicited accounts based on a customer completing an internet, magazine insert or event marketing application. e. Accounts Purchased from a 3rd Party - accounts added as a result of portfolio acquisition or mergers. Do not include here if already included in one of the above channels. f. Other.	8	10	string
Month Ending Balance	MonthEndingBalance	Report the total balance outstanding on the account as of the month-end reporting date.	9	11	money
Cycle Ending Balance	CycleEndingBalance	Report the total outstanding balance for the account at the end of the current month's cycle.	10	12	money
Cycle Ending Balances Mix - Promotional	Cycle Ending Balance Promotional	Balances at a Promotional Rate - report any amount outstanding priced at rates below the account's normal purchase APR.	11a	13	money
Cycle Ending Balances Mix - Cash	Cycle Ending Balance Cash	Balances at a Cash Advance Rate - report any amount outstanding priced at cash advance APR.	11b	14	money

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Cycle Ending Balances Mix - Penalty	Cycle Ending Balance Penalty	Balances Subject to Default or Penalty Pricing - report any amount outstanding subject to default or penalty pricing due to performance.	11c	15	money
Cycle Ending Balances Mix - Other	Cycle Ending Balance Other	All Other Balances outstanding at the end of the current month's cycle for this category	11d	16	money
Cycle Ending Average Daily Balance (ADB)	Average Daily Balance	Report the sum of the daily balances in the cycle divided by the number of days in the cycle	12	17	money
Account Cycle Date	Account Cycle EndDate	Report the date in which transactions were accumulated for billing in the reporting month. Report even if no statement was generated	13	18	date
Account Origination Date	Account Origination Date	Report the date on which the original credit card was issued. If unknown due to acquisition or merger, report date account was acquired.	14	19	date
Multiple Banking Relationships	Multiple Banking Relationship Flag	Identify accounts that currently have other non credit card banking relationships (e.g. deposits, trust accounts, investments) with the bank. a. Y-Yes b. N-No	15	20	bit
Multiple Credit Card Relationships	Multiple Card Relationship Flag	report accounts where the bank has issued more than one credit card to the primary or joint account holder(s). a. Y-Yes b. N-No	16	21	bit
Joint Account	JointAccountFlag	Report whether the account has more than one primary obligor. Exclude authorized users. a. Y-Yes b. N-No	17	22	bit
Flagged as Securitized	SecuritizedFlag	Identify whether the account has been securitized (designated for inclusion in a master trust). a. Y-Yes b. N-No	18	23	bit
Borrower's Income at Origination	BorrowerIncome	Report the total income obtained at the account's origination (annualized if monthly income was provided).	19	24	money

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 3, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Income Source at Origination	Borrower Income Type	Income Source at Origination – identify whether the original income information related to the primary cardholder's income alone, or on other joint or household income. a. Individual b. Household	20	25	tinyint
Updated Borrower's Income	Updated Borrower Income	Report the amount of total income if new income information was obtained subsequent to the initial application or acquisition.	21	26	money
Updated Income Source Type	Updated Borrower Income	Identify whether the updated income information was for the primary cardholder only, or for joint or household members also. a. Individual b. Household	22	27	tinyint
Date Refreshed Income Obtained	Date Updated Borrower Income	Report the date the new income information was received	23	28	date
Original FICO Score for the primary account holder	Original FICO Score Primary Borrower	The FICO score can be based on the credit bureau service the institution uses as its source. Original FICO reflects the score upon which the original underwriting decision was based. If the bank does NOT obtain origination FICO scores, map the internal score or other bureau score used to FICO scores and report that score. For Business Cards, provide the score for the proprietor or primary business owner.	24	29	smallint
Original FICO Score for the co-borrower (if any)	Original FICO Score Borrower	Same as "Original FICO Score for the primary account holder"	25	30	smallint
Refreshed FICO Score	Refreshed FICO Score Primary Borrower	A refreshed FICO score is any update to the score used for the original credit decision. Report the most recent score for the primary account holder. If internal credit scores or other bureau scores are used (as opposed to FICO), map the score to a FICO, map the score to a FICO equivalent and report that score.	26	31	smallint

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
FICO Score Refresh Date	FicoScoreRefreshDate	The date the FICO score (or managed internal/other bureau score) was last refreshed.	27	32	date
Behavioral Score	BehavioralScore	Report the current behavior score available for the account in reporting month. If no score is available leave the field blank.	28	33	smallint
Original Credit Limit	OriginalCreditLimit	Report the amount of the credit line set by the card issuer at origination. If unknown due to acquisition or merger, report the credit line at acquisition.	29	34	money
Current Credit Limit	CurrentCreditLimit	At the reporting month's end. Report the maximum dollar amount that may be borrowed on the account during the reporting month. If no credit limit, report the purchase or shadow limit.	30	35	money
Current Cash Advance Limit	CurrentCashAdvanceLimit	At the reporting month's end. Report the maximum cash advance amount available to the borrower at the reporting month's end.	31	36	money
Line Frozen in the current month	LineFrozenFlag	Report whether the account's credit line is involuntarily frozen and authorizations are prohibited on the account in the current reporting month. a. Y-Yes b. N-No	32	37	bit
Line Decrease in the current month	LineDecreaseFlag	Report whether the account remains open but the credit line has been reduced in the current reporting month. a. Y-Yes b. N-No	33	38	bit
Line Increase in the current month	LineIncreaseFlag	Report whether the account's credit line was increased in the current reporting month. a. Y-Yes b. N-No	34	39	bit
Preset Spending Limit	PresetSpendingLimitFlag	Identify whether the account has a preset spending limit. a. Y-Yes b. N-No	35	40	bit
Minimum Payment Due	MinimumPaymentDue	Report the current minimum dollar amount due that will roll into the first delinquency bucket if not paid. Use the most recent cycle date. This is generally referred to as minimum payment due on cardholder's statement.	36	41	money

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Amendment 5 Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Total Payment Due	TotalPaymentDue	Report the dollar amount of the total payment due for the cycle ending in the reporting month. This generally includes current minimum due, past due payments and any amount reported as over the credit limit.	37	42	money
Next Payment Due Date	NextPaymentDueDate	Report the date the cardholder is told a payment must reach the bank to keep the account in a current status.	38	43	date
Actual Payment Amount	ActualPaymentAmount	Report the dollar amount of all payments received during the current month's cycle. Aggregate multiple payments. Report net of checks returned for non-sufficient funds, account closed, etc. (even if related to prior cycles). If an account does not statement or a payment was not made, report as zero.	39	44	money
Other Credits	OtherCredits	Report the dollar amount of all credits (other than cardholder payments) received during the current month's cycle. Also, exclude fee reversals or waivers (they will be accounted for in the "Fees Incurred" line item).	40	45	money
Total Past Due	TotalPastDue	Report the dollar amount of delinquent balances at the end of the current month's cycle.	41	46	money
Days Past Due	DaysPastDue	Report the actual number of days the account is past due at the end of the reporting month. For current accounts, enter zero.	42	47	smallint
Cycles Past Due at Cycle Date	Account CycleEnd Frequency	Report the number of cycles the account is past due as of the current month's cycle date.	43	48	tinyint
Cycles Past Due at Month End	Account MonthEnd Delinquency	Report the number of cycles the account is past due on the last day of the current reporting month.	44	49	
Account Ever 60+ Days Past Due in the last 3 years	Last60Plus DPDDate	Report the date on which the account was last 60+ days past due in the last three years. If the account has not been 60+ days past due in the last three years, leave the field blank.	45	50	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Account 60 Plus DPD	Account60 Plus DPD	Missing but this is a flag of True or False for whether it was ever		51	
Last Three Years Flag	LastThreeYears Flag	60+ Days Past Due in the last 3 years (field #43)			
Interest Type in current month	InterestType	Report whether the Purchase (not promotional) APR is fixed or variable rate. If the account is in temporary workout program, report pre-workout terms. If the account is in permanent workout program, report the workout terms. a. Fixed - accounts where the purchase (not promotional) APR is fixed. b. Variable - loans where the purchase APR rate fluctuates based on a spread to an index. Report accounts as variable even if there is a temporary initial fixed period. Include as variable even if the APR is at its floor or cap.	46	52	
APR at Cycle End	CycleEnding RetailAPR	Report the purchase APR unless the account is in default or workout. If the account is in default then report the default APR. If the account is in a workout program (temporary or permanent), report the workout APR.	47	53	
Finance Charge	FinanceCharge	Report the dollar amount of the net finance charges assessed on the reporting month's statement. If the account did not statement report as zero.	48	54	
Fees Incurred - Late	FeeNetLate Amount	Late Fee - assessed for late or nonpayment.	49a	55	
Fees Incurred - Over Limit	FeeNetOver Limit Amount	Over Limit Fee - assessed for account exceeding its credit limit.	49b	56	
Fees Incurred - NSF	FeeNetNSF Amount	Non-sufficient Funds Fee (NSF) - assessed against account when payment is returned unpaid for any reason.	49c	57	
Fees Incurred - Cash Advance	FeeNetCashAdvance Amount	Cash Advance Fee - assessed for cash advances made on the credit card.	49d	58	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 1: Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Fees Incurred - Annual	FeeNetAnnualAmount	Monthly/Annual Fee - assessed for the privilege of holding the credit card.	49e	59	
Fees Incurred - Debt Suspension	FeeNetDebt SuspensionAmount	Debt Suspension/Cancellation Fee - assessed to protect consumer in event of a significant life event like the loss of a job.	49f	60	
Fees Incurred - Balance Transfer	FeeNetBalanceTransfer Amount	Balance Transfer Fees - assessed for balances transferred from another institution to this cardholder's account.	49g	61	
Fees Incurred - Other	FeeNetOtherAmount	Other - any fee not captured above. Examples include convenience check fees and foreign currency fees.	49h	62	
Debt Suspension/ Cancellation Program Enrollment	DebtWaiverProgram Enrol Flag	Report whether the account is enrolled in a debt waiver/cancellation program. a. Y-Yes b. N-No	50	63	
Debt Suspension/ Cancellation Program Active	DebtWaiverProgram Active Flag	Report whether the borrower is receiving benefits under a debt suspension/cancellation program. a. Y-Yes b. N-No	51	64	
Month-end Account Status - Active	MonthEndActiveFlag	Open/active - if the account has had any debit, credit, or balance activity in the last twelve months.	52a	65	
Month-end Account Status - Open	MonthEndOpenFlag	Open/inactive - if the account is open but has no debit, credit, or balance activity in the last twelve months.	52b	66	
Month-end Account Status - Closed	MonthEndClose Revoked Flag	Closed or revoked - if the account is closed and has no further charging privileges. Include accounts in default, in credit management programs and expired accounts	52c	67	
Cycle-end Account Status - Active	CycleEndActiveFlag	Open/active - if the account has had any debit, credit, or balance activity in the last twelve months.	53a	68	
Cycle-end Account Status - Open	CycleEndOpenFlag	Open/inactive - if the account is open but has no debit, credit, or balance activity in the last twelve months.	53b	69	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq	Data Type
Cycle-end Account Status - Closed	CycleEnd Closed Revoked Flag	Closed or revoked - if the account is closed and has no further charging privileges. Include accounts in default, in credit management programs and expired accounts.	53c	70	
Account Closed at Request of Customer at Month-end	Month End Account Customer Closed Flag	Report whether the account was closed in the reporting month at the request of the borrower as of month end. The account may or may not have a balance. a. Y-Yes b. N-No	54	71	
Account Closed at Request of Customer at Cycle End	CycleEnd Account Customer Closed Flag	Report whether the account was closed in the reporting month at the request of the borrower as of cycle end. The account may or may not have a balance. a. Y-Yes b. N-No	55	72	bit
Skip-a-payment	SkipPayment Flag	Report whether the account holder opted for a promotional skip-a- payment during the reporting month. a. Y-Yes b. N-No	56	73	bit
Credit Card Workout Program	Workout Program Flag	Report whether the account entered into any type of workout program during the current reporting month. a. Y-Yes b. N-No	57	74	bit

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Workout Program Type	WorkoutProgramType	For accounts in a workout program at month-end, categorize the type of program in one of the options below: a. External Program - a permanent external program, often administered by a Consumer Credit Counseling Service (CCCS). b. Internal Long-Term Program - an internal program where terms have been modified and the account holder is paying off outstanding balances over an extended period. Include all programs with enrollment durations in excess of 12 months. c. Internal Temporary Programs - an internal program where terms are temporarily modified, not to exceed 12 months, in recognition of short term hardship. d. Settlement Programs - an agreement where the lender will accept less than the full balance outstanding to satisfy and close the account. e. Other - any other workout arrangement.	58	75	tinyint
Workout Program Performance Status	WorkOut Program Performance Status	This field tracks the performance of borrowers in all workout plans. These plans include the external Consumer Credit Counseling Programs, as well as, internal long-term and temporary programs. Report performance as of the reporting date in one of the following categories: a. Active and Performing - the borrower is performing as scheduled under the terms of an executed workout program. b. Active and Non-Performing - the borrower is in a workout plan but has missed at least one program payment. c. Broken - the borrower has defaulted on the terms of an executed plan during the month. Use the bank's internal definition of broken.	59	76	tinyint

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 1, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq	Data Type
Settlement Portion Forgiven	Settlement Portion Forgiven Amount	For any account for which the "Settlement" option has been selected under the Workout Program type, report the total amount of the outstanding balance forgiven in the current month.	60	77	smallmoney
Collection Re-age Date	CollectionReageDate	Report the date of the last account re-age performed by the collections department, or in relation to any performance-related delinquency.	61	78	date
Customer Service Re-age Date	CustomerService Reage Date	Report the date of the last re-age performed by any customer service rep (for example, in response to an erroneous payment posting or other similar non-performance issue.)	62	79	date
Loan Charged-Off in the current month	Chargeoff In Current Month Flag	Report whether the account incurred any type of charge-off in the current reporting month. Do not include charge-offs related to fraud. a. Y-Yes b. N-No	63	80	bit
Charge-off Reason	ChargeOFF Reason Code	Identify the reason for charge-off and loss recognition on an account. a. Contractual - losses incurred as a result of borrower's inability to make full repayment under the contractual terms of the account. b. Bankruptcy - losses incurred as a result of borrower's bankruptcy proceedings. c. Deceased - losses incurred as a result of death of account holder. d. Other - any other reason. Do not include charge-offs related to fraud.	64	81	tinyint
Principal Charge-off Amount - Current Month	Principal Charge Off In Current Month Amount	Report the total amount of any principal write-downs (or principal reversals) on the account during the reporting month. Record all charges against the Allowance for Loan and Lease Losses (ALLL), using the FFIEC Call Report Instructions as guidance. Value will only be populated in month charged off.	65	82	money

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 3, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq.	Data Type
Interest and Fees Charge- off/Reversal Amount – Current Month	Interest And Fee Charge Off In Current Month Amount	Report the total amount of any write-downs, fee waivers, or reversal of loan interest and fees on the account during the reporting month. Interest and fee reversals, waivers or write-downs can include those charged against the Allowance for Loan and Lease Losses (ALLL), or a separate valuation reserve, or reversed against current period income during the reporting period. Value will only be populated in month charged off.	66	83	money
Recovery Amount	Recovery Amount	Report the dollar amount of any balance recovery from a previously charged-off account collected during the month.	67	84	money
Fraud in the current months	FraudFlag	Report whether the account was frozen due to potential fraud or closed for cause at the conclusion of a fraud investigation in the current reporting month. A: Y-Yes b: N-No	68	85	bit
Purchase Amount	Purchase Volume	Report the net purchase dollar volume during the current month's cycle	69	86	money
Cash Advance Amount	CashAdvance Volume	Report the net cash advance dollar volume during the current month's cycle	70	87	money
Balance Transfer Amount	Balance Transfer Volume	Report the balance transfer dollar volume during the current month's cycle. Includes the Convenience Check Amount (Field Reference #72).	71, 72	88	money
Account Sold Flag	AccountSold Flag	Identifies accounts that have been sold. Identifier should persist while the account is reported. a: Y-Yes b: N-No	73	89	bit
Account Sold Period	AccountSold Period	Populated by aggregator.		90	int
ChargeOff Flag	ChargeOFFlag	Populated by aggregator. Flag indicating that whether the account was charged off either in the current month or in any previous month. (0=No, 1=yes)		91	bit

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 3, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc	Field Seq	Data Type
ChargeOff Period	ChargeOffPeriod	Populated by aggregator. The year and month in which the account was charged-off.		92	int
Principal Charge-off Amount	Principa.ChargeOff Amount	Populated by aggregator. Report the total amount of any principal write-downs (or principal reversals) on the account. Related to Field Reference #61. Value will be carried forward in subsequent months after month charged off.		93	money
Interest and Fees Charge- off/Reversal Amount	Interest And Fee Charge Off Amount	Populated by aggregator. Report the total amount of any write-downs, fee waivers, or reversal of loan interest and fees on the account. Related to Field Reference #66. Value will be carried forward in subsequent months after month charged off.		94	money
Gross Charge Off Amount	GrossChargeOff Amount	Populated by aggregator. Total write-down (including both principal, interest and fees) on a charge-off account. Computed as the month ending balance (or month beginning balance if ending balance is zeroed out) of an account in the month of charge-off.		95	money
Cycle Beginning Balance	CycleBeginningBalance	Populated by aggregator. Total outstanding balance for the account at the beginning of the current month's cycle. It would be same as the previous cycle's ending balance.		96	money
Month Beginning Balance	MonthBeginning Balance	Populated by aggregator. Total outstanding balance for the account at the beginning of the current month. It would be same as the previous month's ending balance.		97	money
Minimum Payment Due Previously	Minimum PaymentDue Prev	Populated by aggregator. Minimum payment due of the previous cycle.		98	money
Over Limit Last 3 Months Flag	OverLimit Last 3Months Flag	Populated by aggregator. Flag indicating if the account was over limit in the last 3 months. (0 = No, 1 = yes)		99	bit

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Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis of Credit Card Data

Attachment 5, Data Dictionary

Data Element	Column Name	Description	Cross ref to def doc.	Field Seq	Data Type
Payment Equal Total	PaymentEqTotal	Payment Populated by aggregator. Flag indicating if the account made a		100	bit
Payment Due Last 3 Months Flag	DueLast3MonthsFlag	payment equal to the minimum payment due in the last 3 months. (0 = No, 1 = yes)			
YTD Fee Late Flag	YTDFeeLateFlag	Populated by aggregator. Flag indicating if the account was assessed a late fee in this calendar year (up to the current month)		101	bit
YTD Fee Over limit Flag	YTDFeeOverlimitFlag	Populated by aggregator. Flag indicating if the account was assessed an over limit fee in this calendar year (up to the current month)		102	bit
YTD Recovery Amount	YTDRecoveryAmount	Populated by aggregator. Sum of recoveries made on a charged-off account in the calendar year (up to the current month)		103	money
Last Active Period	LastActivePeriod	Populated by aggregator. The year and month in which an account was last active. This field is populated only for those issuers where Vendor is populating the active flag.		104	int

CFP-12C-00301 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment S. Data Dictionary

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CONSUMER FINANCIAL PROTECTION BUREAU

CFP-12-C-0000 (Argus Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 6, Schedule E, Profit and Loss Statement

ATTACHMENT 6

SCHEDULE E, PROFIT AND LOSS STATEMENT

CONSUMER FINANCIAL PROTECTION BUREAU

CFT-12-C-00001 (Auga Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 6, Schedule E, Profit and Loss Statement

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CUSTOMER FINANCIAL PROTECTION BUREAU

Domestic Schedule E - Managed Profit, Loss And All Statement ATTACHMENT 6

Report Details	
Bank Name:	
As of Date:	Mar-18

Managed Profit, Loss And All Statement	General Purpose Card	Private Label Card	Business Card			
Element Name	\$ Outstanding Balance	% of AMR	\$ Outstanding Balance	% of AMR	\$ Outstanding Balance	% of AMR
1) End of Period Managed Profit/Loss (GPR)						
2) End of Period Ending Bank Reconciling						
3) Reporting Daily Average Managed Profit/Loss (AMP)						
4) Secured Assets						
5) ALL Managed Balance						
6) ALL Secured Balance						
7) Projected Managed Losses						
8) Projected Secured Losses						
9) Managed Gross Charge-offs						
10) Secured Gross Charge-offs						
11) Managed Reserves						
12) Secured Reserves						
13) Interest and Fee Charge-off/Revised Amount						
14) Interest Income						
15) Fee Income						
16) Late Fee						
17) Over Limit Fee						
18) Balance Transfer Fees						
19) Convenience Check Fees						
20) Cash Advance Fees						
21) NSF Fees						
22) Other Fee Income						
23) Interest Expense						
24) Cash Card (M) Interest Margin						
25) Total Non-Interest Income						
26) Interest Income						
27) All Other Non-Interest Income						
28) Total Non-Interest Expense						
29) Interest Expense						
30) Merchandise/Acquisition and Card Processing						
31) Rewards/Referrals						
32) Collections						
33) Fraud						

34	All Other Noninterest Expense					
35	Loan Loss Provision					
36	Provision Expense					
37	Provision Total					
38	Extraordinary Items					
39	Taxes					
40	Net Income					

CFP-12-C-0030 (Apex Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 7, Measures, Dimensions, and Definitions

ATTACHMENT 7

MEASURES, DIMENSIONS, AND DEFINITIONS

CONSUMER FINANCIAL PROTECTION BUREAU

CFP-42-C-0001 (Apex Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 7, Measures, Dimensions, and Definitions

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CONSUMER FINANCIAL PROTECTION BUREAU

CFR-42-C-000

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
1	10 - Loan Characteristics	Account Count	Total Number of accounts that are open or closed with a balance at the end of the cycle (similar to all standard reports).	Total Number of Open Accounts in Population	
2	10 - Loan Characteristics	Ave Average Daily Balance	Average of the ADB of accounts	Sum of (Cycle Beginning Balance + Cycle Ending Balance) / 2	Total Number of Open Accounts in Population
3	10 - Loan Characteristics	Ave Credit Line Size	Average of current credit limit or commitment of accounts	Sum of Credit Line for Open Accounts For Closed/Frozen Accounts in Reporting population, Sum of Cycle Ending Balances	Total Number of Open Accounts in Population
4	10 - Loan Characteristics	Ave Cycle Beginning Balance	Average of the cycle beginning balance of accounts	Sum of Cycle beginning balance	Total Number of Open Accounts in Population
5	10 - Loan Characteristics	Ave Cycle Ending Balance	Average of the cycle ending balance of accounts	Sum of Cycle ending balance	Total Number of Open Accounts in Population

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Collection, Transformation, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

SNo	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
6	10 - Loan Characteristics	Ave Cycle Ending Balance Cash	Average of the cycle ending balance priced at cash APRs	Sum of Cycle ending balance priced at Cash APR	Total Number of Open Accounts in Population
7	10 - Loan Characteristics	Ave Cycle Ending Balance Other	Average of the cycle ending balance that is not priced at cash, penalty or promotional APR	Sum of cycle ending balance that is not priced at cash, penalty or promotional APR	Total Number of Open Accounts in Population
8	10 - Loan Characteristics	Ave Cycle Ending Balance Penalty	Average of the cycle ending balance priced at penalty rates	Sum of Cycle ending balance priced at penalty rates	Total Number of Open Accounts in Population
9	10 - Loan Characteristics	Ave Cycle Ending Balance Promotional	Average of the cycle ending balance priced at promotional APRs	Sum of Cycle ending balance priced at promotional APRs	Total Number of Open Accounts in Population
10	10 - Loan Characteristics	Average Daily Balance	Total ADB of Open accounts	Sum of (Cycle Beginning Balance + Cycle Ending Balance / 2)	Total Number of Open Accounts in Population
11	10 - Loan Characteristics	Current Credit Limit	Total current credit limit	Sum of Credit Line for Open Accounts. For Closed/Frozen Accounts in Reporting population. Sum of Cycle Ending Balances	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
12	10 - Loan Characteristics	Cycle Beginning Balance	Total Outstanding at Beginning of Cycle	Sum of Balances at Beginning of Cycle	
13	10 - Loan Characteristics	Cycle Ending Balance	Total Outstanding at Ending of Cycle	Sum of Balances at Ending of Cycle	
14	10 - Loan Characteristics	Cycle Ending Balance Cash	Total cycle ending balance priced at cash APRs	Sum of Balances at Ending of Cycle priced at Cash APR	
15	10 - Loan Characteristics	Cycle Ending Balance Other	Total cycle ending balance that is not priced at cash, penalty or promotional APR	Sum of Balances at Ending of Cycle priced not period at Promotional APR, Cash and Penalty APR	
16	10 - Loan Characteristics	Cycle Ending Balance Penalty	Total cycle ending balance priced at cash APRs	Sum of the cycle ending balance priced at penalty rates	
17	10 - Loan Characteristics	Cycle Ending Balance Promotional	Total cycle ending balance priced at cash APRs	Sum of the cycle ending balance priced at promotional APRs	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
19	10 - Loan Characteristics	Unfunded Commitment	Total Unused Credit Lines Note: For accounts that are over limit, unfunded commitment = 0	Sum of Current Credit Limit - Sum of Cycle Ending balance	
20	20 - Borrower Characteristic	ADB Weighted Refreshed Fico Score	Weighted Average of Refreshed FICO and ADB Over Total ADB ADB is computed as average of cycle beginning and ending balances	Sum of Adb** weighted fico score of accounts in population with valid score	Sum of Adb** (cycle) of accounts in population with valid score

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

SNo	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
21	20 - Borrower Characteristic	Ave Age of Accts on Books (Mos.)	1. Average months on books per account 2. Months as books is defined as the number of months between the end of the month and the account origination date. For example, if an account originated on Jan 10th, 2009, its month books at the end of January would be 0 months, at the end of February 2009, it would be 1 month, and so on.	Sum of months of books of all accounts in population	Number of open accounts in population
22	20 - Borrower Characteristic	Ave Borrower Income	Average of borrower income	Total Borrower Income for Open Accounts	Number of Open accounts in population
23	20 - Borrower Characteristic	Ave Original Credit Limit	Average of original credit limit	Total Original Credit Line for Open Accounts	Number of Open accounts in population

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
24	20 - Borrower Characteristic	Ave Origination Fico Score	Average of origination FICO score	Total Sum of Valid Origination FICO Score of Open Accounts	Number of Open accounts in population with Valid Origination FICO Score
25	20 - Borrower Characteristic	Ave Refreshed Fico Score	Average of refreshed FICO score	Total Sum of Valid Refreshed FICO Score of Open Accounts	Number of Open accounts in population with Valid Refreshed FICO Score
26	20 - Borrower Characteristic	Credit Line Weighted Refreshed Fico Score	Weighted Average of Refreshed FICO and credit limit Over total credit limit	Sum of credit limit weighted fico score of accounts in population with valid score	Sum of current credit line of accounts in population with valid score
27	30 - Pricing & Fees	# of Accts with Annual Fee	Number of accounts that have been assessed an Annual fee	Number of accounts that have been assessed an Annual fee	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
28	30 - Pricing & Fees	# of Accts with Late Fee	Number of accounts that have been assessed a late fee	Number of accounts that have been assessed a late fee	
29	30 - Pricing & Fees	# of Accts with APR Decrease	Number of accounts who had a decrease in their retail APR	Number of accounts who had a decrease in their retail APR	
30	30 - Pricing & Fees	% of Accts with APR Decrease	Percentage of accounts who had a decrease in their retail APR	Number of accounts that had a decrease in their retail APR	Number of Open accounts in population
31	30 - Pricing & Fees	# of Accts with APR Increase	Number of accounts who had an increase in their retail APR	Number of accounts who had an increase in their retail APR	
32	30 - Pricing & Fees	% of Accts with APR Increase	Percentage of accounts who had an increase in their retail APR	Number of accounts that had a increase in their retail APR	Number of Open accounts in population
33	30 - Pricing & Fees	# of Accts with Balance Transfer Fee	Number of accounts that have been assessed a balance transfer fee	Number of accounts that have been assessed a balance transfer fee	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
34	30 - Pricing & Fees	# of Accts with Cash Advance Fee	Number of accounts that have been assessed a cash advance fee	Number of accounts that have been assessed a cash advance fee	
35	30 - Pricing & Fees	# of Accts with Debt Suspension Fee	Number of accounts that have been assessed a debt suspension fee	Number of accounts that have been assessed a debt suspension fee	
36	30 - Pricing & Fees	# of Accts with NSF Fee	Number of accounts that have been assessed a NSF fee	Number of accounts that have been assessed a NSF fee	
37	30 - Pricing & Fees	# of Accts with OCL Fee	Number of accounts that have been assessed an over limit fee	Number of accounts that have been assessed an over limit fee	
38	30 - Pricing & Fees	Balance of Accts with APR Decrease	Sum of cycle ending balance of accounts who had a decrease in their retail APR	Sum of cycle ending balance of accounts who had a decrease in their retail APR	
39	30 - Pricing & Fees	Balance of Accts with APR Increase	Sum of cycle ending balance of accounts who had an increase in their retail APR	Sum of cycle ending balance of accounts who had an increase in their retail APR	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
40	30 - Pricing & Fees	% of Accts with Late Fee	Percentage of accounts that have been assessed a late fee	Number of accounts that have been assessed a late fee	Number of Open accounts in population
41	30 - Pricing & Fees	% of Accts with NSF Fee	Percentage of accounts that have been assessed a NSF fee	Number of accounts that have been assessed a NSF fee	Number of Open accounts in population
42	30 - Pricing & Fees	% of Accts with OCL Fee	Percentage of accounts that have been assessed an over limit fee	Number of accounts that have been assessed a over limit fee	Number of Open accounts in population
43	30 - Pricing & Fees	% of Balances at Default/Penalty Pricing	Percentage of total cycle ending balance that is priced at penalty rates	Sum of the cycle ending balance priced at penalty rates	Sum of cycle ending balance
44	30 - Pricing & Fees	% of Balances at Promotional Pricing	Percentage of total cycle ending balance that is priced at promotional rates	Sum of the cycle ending balance priced at promotional rates	Sum of cycle ending balance
45	30 - Pricing & Fees	Ave Balance Transfer/Check Fee Assessed	Average balance transfer or convenience check fee assessed for accounts with a balance transfer or convenience check fee	Sum of balance transfer or convenience check fees	Count of accounts with balance transfer or convenience check fees

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
46	30 - Pricing & Fees	Ave Cash Advance Fee Assessed	Average cash advance fee assessed for accounts with a cash advance fee	Sum of cash advance fees	Count of accounts with a cash advance fee
47	30 - Pricing & Fees	Ave Debt Suspension Fee Assessed	Average debt suspension fee assessed for accounts with a debt suspension fee	Sum of debt suspension fees	Count of accounts with debt suspension fee
48	30 - Pricing & Fees	Ave Late Fee Assessed	Average late fee assessed for accounts with a late fee	Sum of late fees	Count of accounts with a late fee
49	30 - Pricing & Fees	Ave Monthly Revenue	<p>Average monthly revenue of account</p> <p>Monthly Revenue of an account = Finance charges + All Fees + Interchange</p> <p>Currently, we do not receive any data on interchanges and hence interchange has been set to zero for all accounts</p>	Sum of Monthly Revenue	Number of Open accounts in population

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
50	30 - Pricing & Fees	Ave Over Limit Fee Assessed	Average over limit fee assessed for accounts with an over limit fee	Sum of over limit fees	Count of accounts with an over limit fee
51	30 - Pricing & Fees	Ave Repriced Decrease	Average magnitude of decrease in APRs for accounts with a decrease in their retail APR	Sum of repriced - APR in previous month - APR in current month	Total Number of Account with a repriced decrease
52	30 - Pricing & Fees	Ave Repriced Increase	Average magnitude of increase in APRs for accounts with an increase in their retail APR	Sum of Repriced - APR in current month - APR in previous month	Total Number of Account with a repriced increase
53	30 - Pricing & Fees	Ave Retail APR	Average of the retail APR of accounts	Sum of retail APR	Number of Open accounts in population
54	30 - Pricing & Fees	Adb Weighted Retail APR	Weighted retail apr (weighted by ADB)	Adb Weighted Cycle Ending Retail APR	Total Average Daily Balance
55	30 - Pricing & Fees	Effective Asset Yield Annualized	Annualized monthly revenue as a percentage of total ADB of accounts	12 * Sum of Monthly Revenue	Sum of ADB of open accounts

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
56	30 - Pricing & Fees	Effective Finance Charge Yield Annualized	Annualized finance charges as a percentage of total ADB of accounts	12 * Sum of Finance Charges	Sum of ADB of open accounts
57	30 - Pricing & Fees	Finance Chg	Total of finance charges assessed	Sum of finance charges assessed	
58	30 - Pricing & Fees	Net Annual AMF Fee	Total of annual fees assessed	Sum of annual fees assessed	
59	30 - Pricing & Fees	Net BT Fee	Total of balance transfer or convenience check fees	Sum of balance transfer or convenience check fees	
60	30 - Pricing & Fees	Net Cash Advance Fee	Total of cash advance fees	Sum of cash advance fees	
61	30 - Pricing & Fees	Net Debt Suspension Fee	Total of debt suspension fees	Sum of debt suspension fees	
62	30 - Pricing & Fees	Net Late Fee	Total of late fees	Sum of late fees	
63	30 - Pricing & Fees	Net NSF Fee	Total of NSF fees	Sum of NSF fees	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
64	30 - Pricing & Fees	Net OCL Fee	Total of over limit fees	Sum of over limit fees	
65	30 - Pricing & Fees	Net Other Fee	Total of other fees	Sum of other fees	
66	30 - Pricing & Fees	Total Fees	Total of all fees on the account	Sum of all fees on the account	
67	40 - Line Management	# of Accts OCL	Total Number of accounts that are over limit (i.e. cycle ending balance > credit limit)	Sum of number of accounts that are over limit (i.e. cycle ending balance > credit limit)	
68	40 - Line Management	# of Accts OCL Greater Than Ten Percent	Number of accounts that are over limit by more than 10% of their current limit (i.e. cycle ending balance > 1.1 * credit limit)	Number of accounts that are over limit by more than 10% of their current limit (i.e. cycle ending balance > 1.1 * credit limit)	
69	40 - Line Management	# of Accts with CLD	Number of accounts that had a decrease in their current credit limit from last period	Number of accounts that had a decrease in their current credit limit from last period	
70	40 - Line Management	# of Accts with CLI	Number of accounts that had an increase in their current credit limit from last period	Number of accounts that had an increase in their current credit limit from last period	

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
71	40 - Line Management	# of Closed Accts	Total Number of Closed Accounts	Total Number of Closed Accounts	
72	40 - Line Management	\$ Commit Decreased Due to CLD	Sum of credit limit decreases for all accounts with a credit limit decrease	Sum of credit limit decreases for all accounts with a credit limit decrease	
73	40 - Line Management	\$ Commit Increased Due to CLI	Sum of credit limit increases for all accounts with a credit limit increase	Sum of credit limit increases for all accounts with a credit limit increase	
74	40 - Line Management	% of Accts OCL	Percentage of accounts that are over limit	Number of accounts that are over limit	Number of Open accounts in population
75	40 - Line Management	% of Accts OCL Greater Than Ten Percent	Percentage of accounts that are over limit by more than 10% of their current credit limit	Number of accounts that are over limit by more than 10% of their credit limit	Number of Open accounts in population
76	40 - Line Management	% of Accts with CLD	Percentage of accounts that had a decrease in their current credit limit	Number of accounts that had a decrease in their current credit limit	Number of Open accounts in population
77	40 - Line Management	% of Accts with CLI	Percentage of accounts that had an increase in their current credit limit	Number of accounts that had an increase in their current credit limit	Number of Open accounts in population

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Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
78	40 - Line Management	Balances of Accts with CLD	Sum of Balances of Accounts that had a decrease in their current credit limit	Sum of Balances of Accounts that had a decrease in their current credit limit	
79	40 - Line Management	Balances of Accts with CLI	Sum of Balances of Accounts that had an increase in their current credit limit	Sum of Balances of Accounts that had an increase in their current credit limit	
80	50 - Usage Behavior	# of Accts with a BT or Check	Number of accounts with a balance transfer or convenience check	Number of accounts with a balance transfer or convenience check	
81	50 - Usage Behavior	# of Accts with a Cash Advance	Number of accounts with a cash advance	Number of accounts with a cash advance	
82	50 - Usage Behavior	# of Accts with a Purchase	Number of accounts with a purchase	Number of accounts with a purchase	
83	50 - Usage Behavior	# of Revolvers	Number of accounts that are revolving	Refer to Population definitions for definition of Revolver Account	
84	50 - Usage Behavior	# of Transactors	Number of accounts that are transacting	Refer to Population definitions for definition of Transacting Account	

CFP-12-C403

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
85	50 - Usage Behavior	% of Accts with a BT or Check	Percentage of accounts with a balance transfer or convenience check	Number of accounts with a balance transfer or convenience check	Number of Open accounts in population
86	50 - Usage Behavior	% of Accts with a Cash Advance	Percentage of accounts with a cash advance	Number of accounts with a cash advance	Number of Open accounts in population
87	50 - Usage Behavior	% of Accts with a Purchase	Percentage of accounts with a purchase	Number of accounts with a purchase	Number of Open accounts in population
88	50 - Usage Behavior	% of Revolvers - #	Percentage of accounts that are revolving	Number of accounts that are revolving	Number of Open accounts in population
89	50 - Usage Behavior	% of Transactions - #	Percentage of accounts that are transacting	Number of accounts that are transacting	Number of Open accounts in population
90	50 - Usage Behavior	Ave Bal for Accts that Revolve	Average cycle ending balance of account that are revolving Refer to Population Definition for Revolving Account Definition.	Sum of cycle ending balance of account that revolving	Number of Open accounts in population which are revolving

C79-12-C-000

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
91	50 - Usage Behavior	Ave Bal for Accts that Transact	Average cycle ending balance of account that are transacting. (Refer to Population Definition for Revolving Account Definition)	Sum of cycle ending balance of account that transacting	Number of Open accounts in population which paid in full
92	50 - Usage Behavior	Ave Monthly Balance Transfer/Check Volume	Average balance transfer or convenience check amount for accounts with a balance transfer or convenience check	Sum of balance transfer or convenience check amount	Number of account with a balance transfer or convenience check
93	50 - Usage Behavior	Ave Monthly Cash Advance Volume	Average cash advance amount for accounts with a cash advance	Sum of cash advance amount	Number of account with a cash advance
94	50 - Usage Behavior	Ave Monthly Purchase Volume	Average purchase amount for accounts with a purchase	Sum of purchase amount	Number of account with a purchase
95	50 - Usage Behavior	Balance Transfer Volume	Sum of balance transfer or convenience check amount	Sum of balance transfer or convenience check amount	

CFP-12-C-0001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
96	50 - Usage Behavior	Cash Advance Volume	Sum of cash advance amount	Sum of cash advance amount	
97	50 - Usage Behavior	Purchase Volume	Sum of purchase amount	Sum of purchase amount	
98	50 - Usage Behavior	Utilization Rate	Sum of cycle ending balance as a percentage of sum of current credit limit	Sum of cycle ending balance	Sum of current credit limit

CFR-12-CARD

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
59	60 - Payment Behavior	# of Accts Making Min Payment	Number of account making a payment equal to their minimum payment due.	<p>An account is considered to be making a minimum payment if (a) The account is required to make a minimum payment i.e. previous cycle minimum payment due > 0 AND (b) If the account has a cycle ending balance < \$250 then if its payment >= minimum payment due and payment < 10% of minimum payment due (i.e. over payment of 10% is still considered as making minimum payments)</p> <p>OR: If the account has a cycle ending balance >= \$250 then if its payment >= minimum payment due and payment < 5% of minimum payment due (i.e. over payment of 10% is still considered as making minimum payments)</p> <p>Note: An account with no minimum payment due in previous month would be excluded from the above calculation</p>	

CFR-12-C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
100	60 - Payment Behavior	# of Accts Paid in Full	Number of accounts that paid in full	<p>An account is considered to be have paid in full if</p> <p>a. The account has a beginning balance (i.e. cycle beginning balance > 0)</p> <p>AND</p> <p>b. its payment >= cycle beginning balance</p> <p>Note: This is same as a transacting account</p>	
101	60 - Payment Behavior	# of Skip a Pay Accts	Number of accounts that opted for a promotional skip a payment		
102	60 - Payment Behavior	% of Accts Making Min Payment	Number of accounts making a payment equal to their minimum payment due among accounts as a percentage of accounts that were required to make a payment	<p>An account is considered to be required to make a minimum payment if its previous cycle minimum payment due > 0</p> <p>Number of accounts making a payment equal to their minimum payment due</p>	Number of accounts required to make a payment

CFP-12 C-003

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
103	60 - Payment Behavior	% of Accts Paid in Full	Number of accounts that paid in full as a percentage of accounts that have cycle beginning balance greater than zero	An account is considered to be required to make a minimum payment if its previous cycle minimum payment due > 0 Number of accounts that paid in full	Number of accounts that have cycle beginning balance greater than zero
104	60 - Payment Behavior	% of Balances Making Min Payment	Percentage of cycle ending balances that are making minimum payment	Sum of cycle ending balances of accounts making minimum payment	Sum of cycle ending balances
105	60 - Payment Behavior	% of Balances Paid in Full	Percentage of cycle ending balances that are paid in full	Sum of cycle ending balance of accounts that are paid in full	Sum of cycle ending balances
106	60 - Payment Behavior	% of Skip a Pay Accts	Percentage of accounts that opted for a promotional skip a payment	Number of accounts that opted for a promotional skip a payment	Number of Open accounts in population
107	60 - Payment Behavior	Actual Payment Amount	Sum of payment amount of all account	Sum of payment amount of all account	
108	60 - Payment Behavior	Ave Minimum Payment Due	Average minimum payment due among who had a minimum payment due	Sum of minimum payment due	Number of accounts with minimum payment due > 0

CFP-12-C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
109	60 - Payment Behavior	Ave Monthly Payment Amount	Average monthly payment of all accounts	Sum of payment amount	Account Count
110	60 - Payment Behavior	Ave Monthly Payment Rate	Total payment amount as a percentage of the total cycle beginning balance	Sum of payment amount	Sum of cycle beginning balance
111	60 - Payment Behavior	Balance of Accts Making Min Payment	Sum of cycle ending balances of account making a payment equal to their minimum payment due.	Sum of cycle ending balances of account making a payment equal to their minimum payment due.	
112	60 - Payment Behavior	Balance of Accts Paid In Full	Sum of cycle ending balances of accounts that paid in full	Sum of cycle ending balances of accounts that paid in full	
114	60 - Payment Behavior	Minimum Payment Due	Sum of minimum payment due	Sum of minimum payment due	
115	60 - Payment Behavior	Minimum Payment Due Rate (% of ending balance)	Minimum payment due as percent of the ending balance	Sum of minimum payment due	sum of ending balance
116	60 - Payment Behavior	Total Payment Due	Sum of total payment due	Sum of total payment due	

CFP-12-C-0001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
117	70 - Performance	# of Accts 1 Cycle Past Due	Number of accounts that are 1 cycles past due (i.e. 1-29 days past due)	Number of accounts that are 1 cycles past due (i.e. 1-29 days past due)	
118	70 - Performance	# of Accts 2 Cycles Past Due	Number of accounts that are 2 cycles past due (i.e. 30-59 days past due)	Number of accounts that are 2 cycles past due (i.e. 30-59 days past due)	
119	70 - Performance	# of Accts 2+ Cycles Past Due	Number of accounts that are 2+ cycles past due (i.e. 30+ days past due)	Number of accounts that are 2+ cycles past due (i.e. 30+ days past due)	
120	70 - Performance	# of Accts 3 Cycles Past Due	Number of accounts that are 3 cycles past due (i.e. 60-89 days past due)	Number of accounts that are 3 cycles past due (i.e. 60-89 days past due)	
121	70 - Performance	# of Accts 3+ Cycles Past Due	Number of accounts that are 3+ cycles past due (i.e. 60+ days past due)	Number of accounts that are 3+ cycles past due (i.e. 60+ days past due)	
122	70 - Performance	# of Accts 4 Cycles Past Due	Number of accounts that are 4 cycles past due (i.e. 90-119 days past due)	Number of accounts that are 4 cycles past due (i.e. 90-119 days past due)	

CFR-12-C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
123	70 - Performance	# of Accts 4+ Cycles Past Due	Number of accounts that are 4+ cycles past due (i.e. 90+ days past due)	Number of accounts that are 4+ cycles past due (i.e. 90+ days past due)	
124	70 - Performance	# of Accts charged-off in current month	Number of accounts charged-off in current month	Number of accounts charged-off in current month	
125	70 - Performance	# of Accts that are current	Number of accounts that are current	Number of accounts that are current	
126	70 - Performance	# of Accts that are delinquent	Number of Accounts that are delinquent	Number of Accounts that are delinquent	
127	70 - Performance	\$ of Accts 2+ Cycles Past Due	Sum of cycle ending balance of accounts that are 2+ cycles past due (i.e. 30+ days past due)	Sum of cycle ending balance of accounts that are 2+ cycles past due (i.e. 30+ days past due)	
128	70 - Performance	\$ of Accts 3+ Cycles Past Due	Sum of cycle ending balance of accounts that are 3+ cycles past due (i.e. 60+ days past due)	Sum of cycle ending balance of accounts that are 3+ cycles past due (i.e. 60+ days past due)	
129	70 - Performance	\$ of Accts 4+ Cycles Past Due	Sum of cycle ending balance of accounts that are 4+ cycles past due (i.e. 90+ days past due)	Sum of cycle ending balance of accounts that are 4+ cycles past due (i.e. 90+ days past due)	

CFR-12.C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
130	70 - Performance	% of Accts 2 Cycles Past Due	Percentage of accounts that are 2 cycles past due (i.e. 30-59 days past due)	Number of accounts that are 2 cycles past due (i.e. 30-59 days past due)	Number of Open accounts in population
131	70 - Performance	% of Accts 2+ Cycles Past Due	Percentage of accounts that are 2+ cycles past due (i.e. 30+ days past due)	Number of accounts that are 2+ cycles past due (i.e. 30+ days past due)	Number of Open accounts in population
132	70 - Performance	% of Accts 3 Cycles Past Due	Percentage of accounts that are 3 cycles past due (i.e. 60-89 days past due)	Number of accounts that are 3 cycles past due (i.e. 60-89 days past due)	Number of Open accounts in population
133	70 - Performance	% of Accts 3+ Cycles Past Due	Percentage of accounts that are 3+ cycles past due (i.e. 60+ days past due)	Number of accounts that are 3+ cycles past due (i.e. 60+ days past due)	Number of Open accounts in population
134	70 - Performance	% of Accts 4 Cycles Past Due	Percentage of accounts that are 4 cycles past due (i.e. 90-119 days past due)	Number of accounts that are 4 cycles past due (i.e. 90-119 days past due)	Number of Open accounts in population
135	70 - Performance	% of Accts 4+ Cycles Past Due	Percentage of accounts that are 4+ cycles past due (i.e. 90+ days past due)	Number of accounts that are 4+ cycles past due (i.e. 90+ days past due)	Number of Open accounts in population

CP-12C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
136	70 - Performance	% of Balances 2 Cycles Past Due	Percentage of cycle ending balances that are 2 cycles past due (i.e. 30-59 days past due)	Sum of cycle ending balance of accounts that are 2 cycles past due (i.e. 30-59 days past due)	Sum of cycle ending balances
137	70 - Performance	% of Balances 2+ Cycles Past Due	Percentage of cycle ending balances that are 2+ cycles past due (i.e. 30+ days past due)	Sum of cycle ending balance of accounts that are 2+ cycles past due (i.e. 30+ days past due)	Sum of cycle ending balances
138	70 - Performance	% of Balances 3 Cycles Past Due	Percentage of cycle ending balances that are 3 cycles past due (i.e. 60-89 days past due)	Sum of cycle ending balance of accounts that are 3 cycles past due (i.e. 60-89 days past due) / Sum of cycle ending balances	Sum of cycle ending balances
139	70 - Performance	% of Balances 3+ Cycles Past Due	Percentage of cycle ending balances that are 3+ cycles past due (i.e. 60+ days past due)	Sum of cycle ending balance of accounts that are 3+ cycles past due (i.e. 60+ days past due)	Sum of cycle ending balances
140	70 - Performance	% of Balances 4 Cycles Past Due	Percentage of cycle ending balances that are 4 cycles past due (i.e. 90-119 days past due)	Sum of cycle ending balance of accounts that are 4 cycles past due (i.e. 90-119 days past due)	Sum of cycle ending balances
141	70 - Performance	% of Balances 4+ Cycles Past Due	Percentage of cycle ending balances that are 4+ cycles past due (i.e. 90+ days past due)	Sum of cycle ending balance of accounts that are 4+ cycles past due (i.e. 90+ days past due)	Sum of cycle ending balances

CFR-12-CRM

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
143	70 - Performance	Annualized Gross C/D Rate - Total	Percentage of balances charged-off in current month	Sum of gross-charge off amount of accounts charged-off in current month	Sum of cycle ending balances
144	70 - Performance	Avg Delinquent Balance	Average delinquent balance	Sum of cycle ending balance of accounts that are more than 1 cycle past due. An account is considered to be delinquent if it is more than 1 cycle past due.	Number of accounts that are more than 1 cycle past due
145	70 - Performance	Balances of Accts 1 Cycles Past Due	Total of cycle ending balances that are 1 cycles past due	Sum of cycle ending balance of accounts that are 1 cycles past due	
146	70 - Performance	Balances of Accts 2 Cycles Past Due	Total of cycle ending balances that are 2 cycles past due	Sum of cycle ending balance of accounts that are 2 cycles past due	
147	70 - Performance	Balances of Accts 3 Cycles Past Due	Total of cycle ending balances that are 3 cycles past due	Sum of cycle ending balance of accounts that are 3 cycles past due	
148	70 - Performance	Balances of Accts 4 Cycles Past Due	Total of cycle ending balances that are 4 cycles past due	Sum of cycle ending balance of accounts that are 4 cycles past due	

CFI-12-C-001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
149	70 - Performance	Balance of Accts that are current	Total of cycle ending balance of accounts that are current	Sum of cycle ending balance of accounts that are current	
150	70 - Performance	Balance of Accts that are delinquent	Total of cycle ending balance of accounts that are delinquent	Sum of cycle ending balance of accounts that are delinquent	
151	70 - Performance	Gross Charge-off Amount	Total of gross charge-off amount for Accounts Charged Off In Current Month	Sum of gross charge-off amount for Accounts Charged Off In Current Month	
152	70 - Performance	Interest and Fee Charge-off Amount	Total of Interest and Fee charge-off amount for Accounts Charged Off In Current Month	Sum of Interest and Fee charge-off amount for Accounts Charged Off In Current Month	
153	70 - Performance	Principal Charge-off Amount	Total of Principal charge-off amount for Accounts Charged Off In Current Month	Sum of Principal charge-off amount for Accounts Charged Off In Current Month	
155	80 - Workout & Reage	# of Accts Collections Reaged this Month	Number of accounts that have been reaged by customer service in the current month	An account is considered to be reaged if it has a collection Reage date in current month	

CFP-12-G-0001

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
156	80 - Workout & Reage	# of Accts Customer Service Reaged this Month	Number of accounts that have been reaged by collections in the current month	An account is considered to be reaged if it has a customer service Reage date in current month	
157	80 - Workout & Reage	% of Accts Collections Reaged this Month	Percentage of accounts that have been reaged by collections in the current month	Number of accounts that have been reaged by collections in the current month	Number of Open accounts in population
158	80 - Workout & Reage	% of Accts Customer Service Reaged this Month	Percentage of accounts that have been reaged by customer service in the current month	Number of accounts that have been reaged by customer service in the current month	Number of Open accounts in population
159	80 - Workout & Reage	# of Accounts in Workout	No. of Accounts Entering Workout in this period	No. of Accounts Entering Workout in this period	
160	80 - Workout & Reage	% of Balances in a Workout Program	Percentage of Balances in a Workout Program	Sum of cycle ending balance of accounts in a workout program	Sum of cycle ending balances of Open Accounts in Population
161	80 - Workout & Reage	% of Delinquent Balances in Workout	Percentage of Delinquent Balances in Workout	Sum of cycle ending balance of accounts that are in a workout program and are delinquent	Sum of cycle ending balance of accounts that are delinquent

CFP-12-C0001
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

S.No	Folder Name	Measure Name	Metric Definition	Metric Calculation	
				Numerator	Denominator
162	80 - Workout & Reage	Balance of Assets in a Workout program	Sum of ending balance for assets in a Workout Program	Sum of ending balance for assets in a Workout Program	


CFP-12-CA0001 (Angus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis of Credit Card Data
Attachment 8, Report Examples

ATTACHMENT 8

REPORT EXAMPLES

CFP-12-C-00011 (Angus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 3, Report Examples

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Representative  Credit Card Standard Report Examples
 -Redacted-

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 8, Report Exemplar

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All Banks - September

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Profile - All Banks, All Portfolios, All Accounts	1.2
Profile Trends - All Banks, All Portfolios, All Accounts	1.3
Performance Trends - All Banks, All Portfolios, All Accounts	1.4
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Performance Profile - Overall View - All Accounts	1.7
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Workout Programs - Overall View, Workout Accounts	1.9
Income Statement - Multi Bank View - All Portfolios - Year To Date	1.10

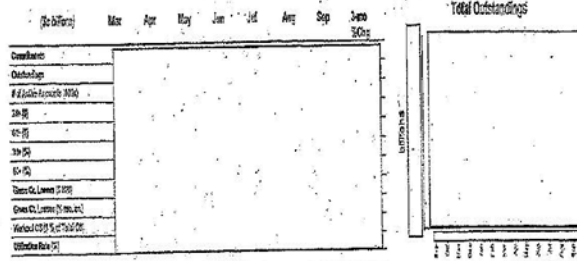
Redacted pages 1.1 through 1.10 are attached. Subsequent pages would be in the same format for specific banks.

2.1
2.2
2.3
2.4
2.5
2.6

Credit Card Metrics

Portfolio: All Banks - All Portfolios

Profile - All Banks, All Portfolios, All Accounts

September 

Cardholder Profile	Account	N of Accts	Balance	Limit	Balance	500	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
--------------------	---------	------------	---------	-------	---------	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------

This Portfolio

Monthly Highest Charge

Payment

Interest Rate

Late Fee

Other Fee

Product (Acct. or Other)

Other

Other Metric

Monthly Highest FICO Score

FICO

FICO

FICO

FICO

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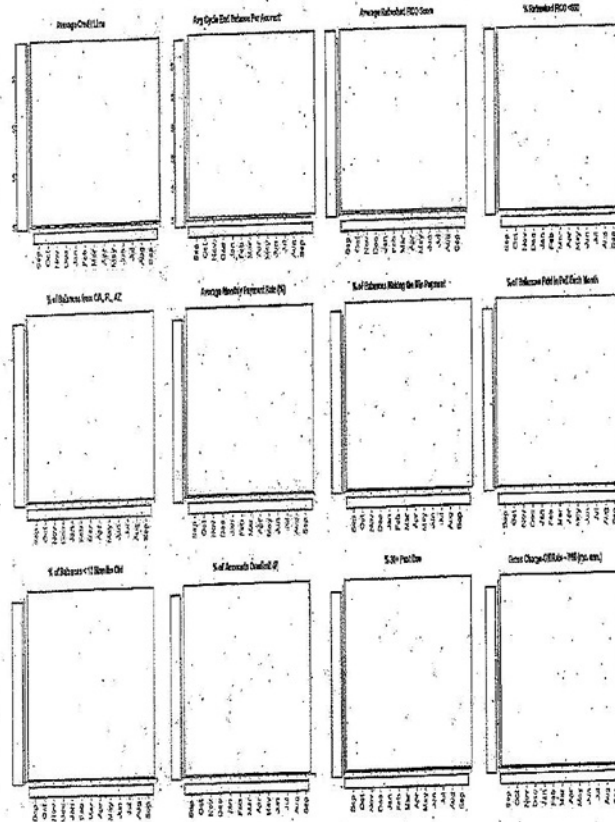
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Credit Card Metrics

Portfolio(s): All Banks - All Portfolios

Profile Trends - All Banks, All Portfolios, All Accounts

September - 

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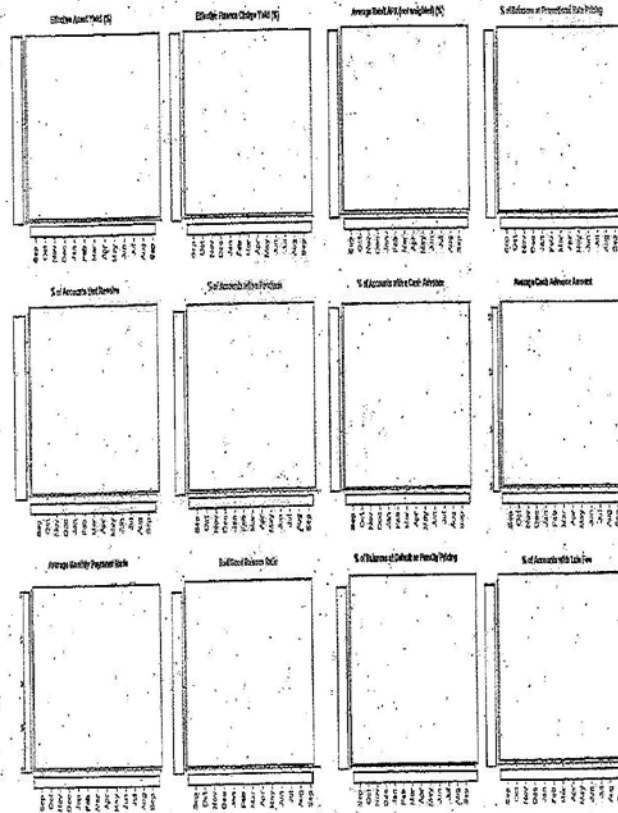
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Credit Card Metrics

Portfolio: All Banks - All Portfolios

Performance Trends - All Banks, All Portfolios, All Accounts

September



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CFP-12-C-0001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 8, Report Examples

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Credit Card Metrics

Portfolios: All Banks - All Portfolios

Benchmarking- All Banks, All Portfolios, All Accounts

September -

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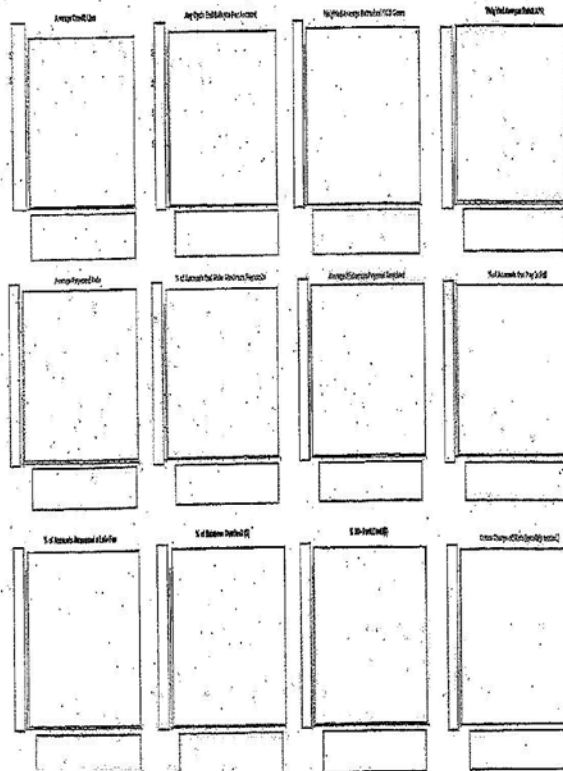
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Credit Card Metrics

Portfolio(s): All Banks - All Portfolios

Benchmarking: All Banks, All Portfolios, All Accounts

September ☐



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Credit Card Metrics

Portfolio: All Banks - All Portfolios

Performance Profile - Overall View - All Accounts

September

Rolling and First	Current Month	Avg Last 3 Months	Risk Profile	Current Month	Avg Last 3 Months
Effective Asset Yield (annualized)			Average FICO Score (Individual)		
Effective Finance Charge Yield (annualized)			ACS Weighted FICO Score		
Average Retail APR			Credit Line Size Weighted FICO Score		
Percent of Balances at Prime Pricing			Average Credit Line Size		
Average Late Fee Assessed			Credit Line Size Weighted Utilization		
Average Overdraft Fee Assessed			Earliest Balance Date		
Average Cash Advance Fee Assessed			% of Balances at Total or Penalty Pricing		
Average Balance Transfer Check Fee Assessed			% of Accounts Overdue > 90%		
Avg Cold Suspended/Cancelled Fee Assessed			% of Accounts with a Credit Line Increase		
Average Other Fee Assessed			% of Accounts with a Credit Line Decrease		
% of Accounts with a Late Fee			% of Accounts From Risk Watch		
% of Accounts that are Overdue			Balance Outstanding Past Payment (Percent)		
% of Accounts with a NSF Fee			% of Balances Outstanding in a Week or Past Due		
% of Accounts with a Cash Advance			% of Accounts Re-aged 90+ Days		
% of Accounts with a Cold Suspended/Cancelled Fee					
Customer Behavior in current month			Delinquency Status (Balance Outstanding)		
Average Daily Balance			Current		
Average Balance for Accounts Not Treated			Delinquent		
% of Accounts Tracking			1 Cycle Past Due		
Banking Balance for Accounts Not Treated			2 Cycles Past Due		
% of Accounts with a Penalty			3 Cycles Past Due		
Monthly Purchase Volume Per Account			4 Cycles Past Due		
Monthly Cash Advance Volume Per Account			5 Cycles Past Due		
% of Accounts with a Future Truncated Check			6 Cycles Past Due		
Monthly Balance Truncated Check Volume Per Act			7 Cycles Past Due/90+D		
Average Monthly Payment			Total		
Average Monthly Payment Rate			Gross charge-off rate (monthly estimate)		
Age of Accounts (Months)			Moderation of Behavior (all Accounts)		
% of Accounts Closed or Customer Request			Default - 12 months		
% of Accounts Closed by User			Active		
Total Member Size			Transacted		
% of Accounts Holding the Minimum Payment			Penalty - Purchase Activity		
% of Accounts Paid in Full			Penalty - Payment Only		
			Defaulted/Watched		
			Inactive 90+ Days		
			Total		

Portfolio Size \$:

Portfolio Size \$:

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Portfolio

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Credit Card Metrics

Portfolio(s): All Banks - All Portfolios

Delinquency Status - All Banks, Overall View, All Accounts

September-

Delinquency Status (Portfolio Level)

	Accounts	Balance	% Outstanding
Current			
Delinquent			
1 Cycle Past Due			
2 Cycles Past Due			
3 Cycles Past Due			
4 Cycles Past Due			
5 Cycles Past Due			
6 Cycles Past Due			
6+ Cycles Past Due			
	Accounts	Balance	Assessed APR Rate
Gross Charge Off			

Average Balances

	Current Month	Last Month	3 Months Prior	12 Months Prior
Current				
Delinquent				
1 Cycle Past Due				
2 Cycles Past Due				
3 Cycles Past Due				
4 Cycles Past Due				
5 Cycles Past Due				
6 Cycles Past Due				
6+ Cycles Past Due				
	Avg DD Balance	Avg DD Balance	Avg DD Balance	Avg DD Balance
Gross Charge Off				

Trended Roll Ratios



Roll Ratio as of 12/31/2019 Roll Ratio as of 12/31/2019 Roll Ratio as of 12/31/2019 Roll Ratio as of 12/31/2019

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Credit Card Metrics

Portfolio(s): All Banks - All Portfolios

Workout Programs - Overall View - Workout Accounts

September ☐

\$ in millions

Oct ☐ Nov ☐ Dec ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Monthly YTD
Change Change

Workout Programs

Workout Programs as a % of Total Outstandings

% of Workout Balances 30+ days due

Total Workout Accounts (000s)

Total Workout Balances (\$)

External Workout Balances (\$)

Internal Long-Term Workout Balances (\$)

Internal Temporary Workout Balances (\$)

Settlement Balances (\$)

Other Workout Balances (\$)

Profile of a Workout Loan

Average Balance

Average Months on Book

Average FICO (Revised)

Average FICO (Original)

Average 90+ Day Delinquency

Average Payment Made

Payment Rate

Effective APR

% of Workout Program in current month

Workout Programs - Overall View - New Accounts Entering Workout

September ☐

Rolling 3 Month Average

Oct ☐ Nov ☐ Dec ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Monthly YTD
Change Change

Total New Workout Accounts (\$)

Total New Workout Account Balances (\$ in Millions)

Effective APR in New Workout Program

Effective APR Prior to Entering Workout Program

Portfolio Size \$

Portfolio Size \$

Print Date: Saturday, June 11, 2011 10:28:47 PM

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All Banks - January

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Redacted pages 1 through 3 are attached. Subsequent pages would be in the same format for different populations.

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Entry Profile of Workout Accounts - Small Business View - Internal Temporary Workout Accounts

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Portfolios: All Banks - All Portfolios

January - [illegible]

Credit Card Metrics
Portfolio: All Banks - All Portfolios

Entry Profile of Workout Accounts - Overall View - External Workout Accounts

January - ☐

Entry Accounts	Entry Quarter									
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q
Current										
1 Cycle Past Due										
2 Cycles Past Due										
3 Cycles Past Due										
4 Cycles Past Due										
5 Cycles Past Due										
6 Cycles Past Due										
7 Cycles Past Due										
8 Cycles Past Due										
Charged Off										
Paid in Full										
Overall										

Balance (\$ in 1000s)	Entry Quarter									
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q
Current										
1 Cycle Past Due										
2 Cycles Past Due										
3 Cycles Past Due										
4 Cycles Past Due										
5 Cycles Past Due										
6 Cycles Past Due										
7 Cycles Past Due										
8 Cycles Past Due										
Charged Off										
Paid in Full										
Overall										

Overall Profile Metrics	Entry Quarter									
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q
Average Balance										
Average Months in Book										
Average FICO Score										
Average Min Pay Reported										
Effective APR to New Physical Program										
Effective APR prior to entering Workout Program										

Print Date: Thursday, July 14, 2011 8:09:20 PM

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CFP-12-C-00091 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 9, Performance Requirements Summary

ATTACHMENT 9

PERFORMANCE REQUIREMENTS SUMMARY

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 9, Performance Requirements Summary

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CFR-17-C-0036 (Apex Information and Advisory Services, LLC)
 Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
 Attachment 9, Performance Objectives and Standards

ATTACHMENT 9
 PERFORMANCE OBJECTIVES AND STANDARDS

	PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	PERFORMANCE DISINCENTIVE
TASK 1: Data Collection/ Transmission	Work with CFPB specified reporting banks to address changes to data elements or definitions	Banks able to submit data reflective of changes to data elements or definitions	Data submission process incorporates changes to data elements, schedules or definitions 100% of the time	Periodic Observation and/or Inspection	3% of the monthly total task invoice amount
TASK 2: Data Validation	Data validation by the contractor shall be completed before validation reports are submitted to the CFPB.	Initial verification process shall be completed within three business days after the Reporting Date	On time, no deviation	Monthly Random Observation and/or Inspection	\$250 for each day not delivered
	All data validations and resubmissions shall be completed before the generation of standard reports or data extracts.	All data validation, resubmission, etc. completed to have the data ready for the generation of standard reports or data extracts within ten business days after the Reporting Date	On time, no deviation	Monthly Random Observation and/or Inspection	5% per day of the monthly total task invoice amount
TASK 3: Secure Data Transmission, Storage and Technology Infrastructure	Systems mentioned under the terms of the contract shall be available at least 99 percent of the time, aside from scheduled maintenance periods	Ensures access 24x7	System is available >= 99% of the time, except for maintenance	Monthly Random Observation and/or Inspection	0.5% per hour that the system is not available
TASK 4: Technical and Analytical Support	Technical and Analytical phone support shall be available to CFPB users.	Phone support available Monday through Friday, 8 am -5pm EST	95% support availability per week	Customer service feedback from CFPB end users.	\$250 for every percent below AQL

CFP-12-C-0030 (Agas Information and Advisory Services, LLC)

Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data

Attachment 9: Performance Objectives and Standards

	PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	PERFORMANCE DISINCENTIVE
TASK 10: General Management, Resources, Decision Making	A log of all data collection or data quality issues with the banks shall be maintained and provided to the CFPB.	On a weekly basis provide an updated log of issues (open and closed) which have action with each bank.	On time, no deviation.	Email date stamp of written issue log.	3% of the monthly total task invoice amount.
	Contractor shall participate in weekly status meetings with the CFPB.	Participation in a weekly status call.	No deviation unless call is cancelled by the CFPB.	Weekly observation and/or inspection.	3% of the monthly total task invoice amount.
	Weekly written status reports shall be provided.	Provide a weekly report on project activities, timelines, status and issues that may arise.	On time, no deviation.	Email date stamp of written issue log. Weekly observation and/or inspection.	3% of the monthly total task invoice amount.
	Reports on meetings with participating banks shall be provided.	Delivery of weekly status reports detailing discussions and meetings with banks provided.	No deviation.	Email date stamp of written status reports. Weekly observation and/or inspection.	3% of the monthly total task invoice amount.

The Contractor shall not be assessed a disincentive for government caused, bank caused or otherwise excusable delays of which the contractor has no control.

///END OF ATTACHMENT 9///

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 10, Organizational Conflict of Interest Disclosure/Representation Statement

ATTACHMENT 10

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE/
REPRESENTATION STATEMENT

CONSUMER FINANCIAL PROTECTION BUREAU

CFP-12-C-00001 (Angus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 10, Organizational Conflict of Interest Disclosure/Representation Statement

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H – Organizational Conflicts of Interest Disclosure

Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis
of Credit Card Data

Offeror: Argus Information & Advisory Services

Solicitation # CFP-12-R-00001

Section H – Organizational Conflicts of Interest Disclosure

Use or disclosure of information on this page is subject to the confidentiality restriction in the cover letter of this proposal.

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ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE

OCI DISCLOSURE/REPRESENTATION STATEMENT*(Check one of the following and sign below)*Statement of Work/Solicitation Number: CFP-12-R-00001☒ No OCI, or potential OCI exists in relation to this contract.

☐ I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts concerning past, present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage are fully disclosed on the attached page(s) and formatted to show:

- For ease of presentation, divide the following data into four parts: Organizational, contractual, financial, other;
- The company, agency, organization in which you have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of relationship (including scope of work);
- Period of relationship;
- The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

Signature: Name: Title: Date: February 17, 2012Organization: Argus Information and Advisory Services, LLC

[END OF SECTION]

Offeror: Argus Information & Advisory Services

Page 1

Solicitation # CFP-12-R-00001

Section H – Organizational Conflicts of Interest Disclosure

Use or disclosure of information on this page is subject to the confidentiality restriction in the cover letter of this proposal.

CFT-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 11, Key Personnel Listing

ATTACHMENT 11
KEY PERSONNEL LISTING

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 11, Key Personnel Listing

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F - Key Personnel

Collection, Transmission, Validation, Aggregation, Reporting, Storage and Analysis
of Credit Card Data

Offeror: Argus Information & Advisory Services
Solicitation # CFP-12-R-00001

Section F – Key Personnel

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KEY PERSONNEL

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

CONFIDENTIAL

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

Name: [REDACTED]
Office No: [REDACTED]
E-mail Address: [REDACTED]

CFP-12-C-00001 (Argus Information and Advisory Services, LLC)
Collection, Transmission, Validation, Aggregation, Reporting, Storage, and Analysis of Credit Card Data
Attachment 11, Key Personnel Listing

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Blackbox Logic LLC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/05/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: A. Zoller Parkersburg WV 26101	CODE BPD-AZOLLER	7. ADMINISTERED BY (if other than item 6)	CODE BPD		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BLACKBOX LOGIC LLC 1200 17TH STREET SUITE 880 DENVER CO 80202-5826		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-11-C-0012 10B. DATED (SEE ITEM 13) 09/30/2011			
CODE 004938327	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(p). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to change the Contracting Officers's Technical Representative (COTR) from Rich Horn to Xiaoling Ang. Xiaoling can be reached at 202-435-7686 or via email at Xiaoling.Ang@cfpb.gov.					
Period of Performance: 09/30/2011 to 09/29/2016					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		ALAN DOTSON			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
(Signature of person authorized to sign)		(Signature of Contracting Officer)	10/5/11		
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
0003	04/18/2013			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: R. Dillon Parkersburg WV 26101	BPD-RDILLON	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.		
BLACKBOX LOGIC LLC 1200 17TH STREET SUITE 880 DENVER CO 80202-5826				
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-11-C-0012		
		10B. DATED (SEE ITEM 13) 09/30/2011		
CODE	004938327	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purposes of this modification are to:				
1. Appoint Jessica Russell as the Contracting Officer's Representative (COR). Jessica may be reached at 202-435-7771 or via email at Jessica.Russell@cfpb.gov.				
2. Appoint Xiaoling Ang as the Alternate COR. Xiaoling may be reached at 202-435-7686 or via email at xiaoling.ang@cfpb.gov.				
Period of Performance: 09/30/2011 to 09/29/2016				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		JACOB C. OBERLIN		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4.18.2013	
NSN 7540-01-152-9070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
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6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: R. Dillon Parkersburg WV 26101	BPD-RDILLON	Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	BPD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
BLACKBOX LOGIC LLC 1200 17TH STREET SUITE 880 DENVER CO 80202-5826				
		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. TFD-CFP-11-C-0012		
		120002		
		10B. DATED (SEE ITEM 13)		
		09/13/2012		
CODE	FACILITY CODE			
004938327				
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See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)				
The purposes of this modification are to:				
1. Appoint Jessica Russell as the Contracting Officer's Representative (COR). Jessica may be reached at 202-435-7771 or via email at Jessica.Russell@cfpb.gov.				
2. Appoint Xiaoling Ang as the Alternate COR. Xiaoling may be reached at 202-435-7686 or via email at xiaoling.ang@cfpb.gov.				
Period of Performance: 09/30/2012 to 09/29/2013				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		JACOB C. OBERLIN		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4.18.2013	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-5312

September 30, 2011

BlackBox Logic LLC
ATTN: David Feiner
Subject: Award of Fixed Price Contract
Contract #: TPD-CFP-11-C-0012-Loan Level Mortgage Text File Data

Dear Mr. Feiner:

Congratulations! BlackBox Logic LLC has been selected to fulfill the requirement for Loan Level Mortgage Text File Data sets for the U.S. Department of Treasury on behalf of the Consumer Financial Protection Bureau (CFPB). We are enclosing a copy of the award document.

Please review the enclosed Contract and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF1449, you acknowledge and accept the terms and conditions of this Contract. After signing the document, please return a copy of the signed form back to me either electronically at psb3@bpd.treas.gov ATTN: Angie Zoller or via fax to (304) 480-7204.

The designated Contracting Officer's Technical Representative (COTR) will be Rich Horn. Rich may be contacted at:

Consumer Financial Protection Bureau
ATTN: Rich Horn
Fifth Floor
1801 L St NW
Washington, DC 20036
PH: 202-435-7406
Email: Rich.Horn@treas.gov

A copy of the designation letter that details the COTR responsibilities and the scope of their authority are enclosed for your records.

Mr. Alan Dotson will be the Government's Administrative Contracting Officer (ACO). He may be reached at (304) 480-7206. Ms. Bernadette Kern will be the alternate ACO and she can be reached at (304) 480-7003. All administrative staff can be emailed at contractadministration@bpd.treas.gov, referencing Contract# TPD-CFP-11-C-0012 and the correct contact name in the subject line. The fax number for all contacts is (304) 480-7204.

If you have any questions concerning this award, please contact Ms. Angela Zoller at (304) 480-8954 or psb3@bpd.treas.gov, referencing Contract # TPD-CFP-11-C-0012 AZ in the subject line.

Sincerely,


Lisa R. Stanley
Contracting Officer

Enclosures

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM		1. REQUEST NUMBER		PAGE OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 29				1 22	
2. CONTRACT NO. TFD-CFP-11-C-0012		3. AWARD EFFECTIVE DATE 09/30/2011		4. ORDER NUMBER	
5. NAME ALAN DOTSON		6. TELEPHONE NUMBER (no collect calls)		8. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		9. OFFER DUE DATE/LOCAL TIME		10. SOLICITATION ISSUE DATE	
9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: A. Zoller Parkersburg WV 26101		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> N/A		11. DELIVERY FOR POST DESTINATION UNLESS BLOCK IS MARKED ADV DUE UPON RECEIPT	
12. DELIVER TO Determined at Task Order		13. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101		14. METHOD OF SOLICITATION <input type="checkbox"/> IFB <input type="checkbox"/> RFQ <input type="checkbox"/> RFP	
17A. CONTRACT/ORDER NO. 004938327		17B. PAYMENT WILL BE MADE BY ARC/ASD/CFP		18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 19A UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19A. ADDRESS BLACKBOX LOGIC LLC 1200 17TH STREET SUITE 800 DENVER CO 80202-5826		19B. ADDRESS ARC/ASD/CFP ARC/ASD/CFP, AVERY 3G PO BOX 1328 CFP88PD.TREAS.GOV PARKERSBURG WV 26106-1328		20. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
21. ITEM NO.		22. QUANTITY		23. UNIT PRICE	
24. AMOUNT		25. SCHEDULE OF SUPPLIES/SERVICES		26. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
Loan Level Mortgage Datasets				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
The Bureau of the Public Debt on behalf of the Department of the Treasury/Consumer Financial Protection Bureau(CFPB) is awarding this single award Indefinite Delivery Indefinite Quantity contract for Loan Level Mortgage Datasets.				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
POC: David Feiner Phone: [REDACTED] Email: [REDACTED] (Use Reverse and/or Attach Additional Sheets as Necessary)				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		28. AWARD OF CONTRACT REF. DATED YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		29. NAME OF CONTRACTING OFFICER (Type or print) LISA R. STANLEY	
30. NAME AND TITLE OFFICER (Type or print) WILLIAM J. BROWN, Managing Director		31. DATE SIGNED 9/30/11		32. DATE SIGNED 9-30-11	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This IDIQ contract is awarded for a base year of 12 months and four option year periods.</p> <p>Funds will be obligated when a task order is issued.</p> <p>Task orders may be issued for any items/services listed on Attachment A - Master Service Agreement.</p> <p>Contracting Officer Technical Representative (COTR) is Rich Horn 202-435-7406 Rich.Horn@cfpb.gov</p> <p>Technical POC: Ron Borzekowski Phone: 202-435-7391 Email: Ron.Borzekowski@cfpb.gov</p> <p>Invoicing will be in advance at the beginning of the each month for all requirements except Professional Services. Professional services will be Net 30 in arrears.</p> <p>Supplemental Clauses, PWS, and Master Service Agreement are attached hereto and incorporated.</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ NOTED: _____

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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 ☐ COMPLETE ☐ PARTIAL ☐ FINAL _____ 37. CHECK NUMBER _____

38. SIR ACCOUNT NUMBER _____ 39. SIR VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____

42a. RECEIVED BY (Print) _____ 42b. RECEIVED AT (Location) _____ 42c. DATE REC'D (YYMMDD) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		FPD-CFF-11-C-0012		3 22	
NAME OF OFFEROR OR CONTRACTOR					
BLACKBOX LOGIC LLC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The contractor shall not make any changes to the contract without prior approval of the Contracting Officer. Changes can only be made through modification to the contract.</p> <p>The contractor shall not exceed the obligated amount of any task order without prior approval of the Contracting Officer.</p> <p>If CFFB acquires the Equifax datasets during this contract period of performance, then BlackBox will provided at no additional cost the Equifax "Key."</p> <p>The maximum contract value is not to exceed (NTE) \$8,379,000.00</p> <p>After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@fpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.</p> <p>Period of Performance: 09/30/2011 to 09/29/2016</p> <p>Base Year: BlackBox Full U.S. Non-Agency Database Solution</p> <p>[REDACTED]</p> <p>Deliver to: Consumer Financial Protection Bureau Attn: Ron.Borzekowski Fifth Floor 1801 L St. NW Washington, DC 20036 Period of Performance: 09/30/2011 to 09/29/2012</p>				0.00
0002	<p>Base Year: Master Service Agreement pages 13 & 14.</p> <p>Continued ...</p>				0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		TPD-CFP-11-C-0012		4 22	
NAME OF OFFEROR OR CONTRACTOR					
BLACKBOX LOGIC LLC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Custom Reports has a NTE limit of 5 reports @ per report = per year. Professional services has a NTE for total hours per job NTE 5 jobs per year as follows: for programming services NTE 240 hours per job for business consulting services NTE 240 hours per job for quantitative analysis/ data modeling services NTE 240 hours per job. Amount: (Option Line Item)				
0003	Option Year 1: Master Service Agreement pages 13 & 14. Custom Reports has a NTE limit of 5 reports @ per report = per year. Professional services has a NTE for total hours per job NTE 5 jobs per year as follows: for programming services NTE 240 hours per job for business consulting services NTE 240 hours per job for quantitative analysis/ data modeling services NTE 240 hours per job. Amount: (Option Line Item) Period of Performance: 09/30/2012 to 09/29/2013				0.00
0004	Option Year 2: Master Service Agreement pages 13 & 14. Custom Reports has a NTE limit of 5 reports @ per report = per year. Professional services has a NTE for total hours per job NTE 5 jobs per year as follows: for programming services NTE 240 hours per job for business consulting services NTE 240 hours per job for quantitative analysis/ data modeling services NTE 240 hours per job. Amount: (Option Line Item) Period of Performance: 09/30/2013 to 09/29/2014 Continued ...				0.00

NON TABULAR ASCII REPORT

OPTIONAL FORM 346-1000

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		TFD-CFP-11-C-0012		5 22	
NAME OF OFFEROR OR CONTRACTOR					
BLACKBOX LOGIC LLC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Option Year 3: Master Service Agreement pages 13 & 14.</p> <p>Custom Reports has a NTE limit of 5 reports @ [REDACTED] per report = [REDACTED] per year.</p> <p>Professional services has a NTE for total hours per job NTE 5 jobs per year as follows: [REDACTED] for programming services NTE 240 hours per job [REDACTED] for business consulting services NTE 240 hours per job [REDACTED] for quantitative analysis/ data modeling services NTE 240 hours per job. Amount: [REDACTED] (Option Line Item) Period of Performance: 09/30/2014 to 09/29/2015</p>				0.00
0006	<p>Option Year 4: Master Service Agreement pages 13 & 14.</p> <p>Custom Reports has a NTE limit of 5 reports @ [REDACTED] per report = [REDACTED] per year.</p> <p>Professional services has a NTE for total hours per job NTE 5 jobs per year as follows: [REDACTED] for programming services NTE 240 hours per job [REDACTED] for business consulting services NTE 240 hours per job [REDACTED] for quantitative analysis/ data modeling services NTE 240 hours per job. Amount: [REDACTED] (Option Line Item) Period of Performance: 09/30/2015 to 09/29/2016</p> <p>The total amount of award: \$8,379,000.00. The obligation for this award is shown in box 26.</p>				0.00

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUNE 2010)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—
- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.
- (x) *Electronic funds transfer (EFT) banking information.*
- (A) The Contractor shall include EFT banking information only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or

change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

52.1212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010) ALTERNATE I (OCT 2008)

When a time-and-materials or labor-hour task order is contemplated, the following paragraphs (a), (e), (i) and (j) shall take precedence over those in the basic clause.

Alternate I (Oct 2008). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i) and (j) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (j) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (A) Performed by the contractor;
- (B) Performed by the subcontractors; or
- (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—
 (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 (2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 (2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert "None"."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert "None".")]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

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

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

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

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

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

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

- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

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

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not

more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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

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

(i) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)

INVOICES

Invoices shall be submitted electronically to the e-mail address shown in Block 18a, page 1 of award. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable.

PAYMENT INFORMATION:

Receive a free email notice of your electronic payment. Register at www.lpp.gov.

OVERPAYMENTS

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

The Contractor will not receive the original check back. The Government 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.

MARKING OF SHIPMENTS:

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

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004) (DEVIATION) (DTAR)

- a. The Contracting Officer's Technical Representative(s) is listed on page 2 of award.
- b. Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the

contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

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

1. constitutes a change of assignment or additional work outside the specification(s)/work statement;
2. constitutes a change as defined in the clause titled "Changes";
3. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
4. changes any of the terms, conditions, or specification(s)/work statement of the contract;
5. interferes with the Contractor's right to perform under the terms and conditions of the contract; or
6. directs, supervises or otherwise controls the actions of the contractor's employees.

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

e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

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

52.213-2 Invoices (April 1984)

In accordance with the above clause the contractor shall invoice at the beginning of the service period for the entire period.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/30/11 through 09/29/16.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$24,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,645,000.00;

(2) Any order for a combination of items in excess of \$8,379,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-20 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 9/29/16.

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

CONTRACT TERM

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

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is \$154,000.00.

(b) The maximum amount of the contract will be \$8,379,000.00.

PERFORMANCE EVALUATION

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

PUBLIC-RELEASE OF CONTRACT VERSION REQUIREMENT

Within 10 business days of award, the contractor shall submit to the COTR a .pdf file of the fully executed contract or task order with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the Government. The contractor shall 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 Government will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in the fully executed contract may be properly withheld.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2011)

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

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

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

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

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

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

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

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

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

___ X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ X (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ X (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

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

___ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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

___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ X (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ X (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657f).
 - X (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
 - (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
 - (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
 - X (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - X (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
 - X (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - X (27) 52.222-28, Equal Opportunity (Mar 2007) (E.O. 11246).
 - X (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - X (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - X (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
 - X (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 - (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
 - (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
 - X (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
 - (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - (ii) Alternate I (Jan 2004) of 52.225-3.
 - (iii) Alternate II (Jan 2004) of 52.225-3.
 - (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
 - (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

(vi) 52.222-38, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

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

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

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

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

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C.

Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Dec 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(i) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

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

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

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

(F) 52.222-38, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment A: Master Service Agreement

**PERFORMANCE WORK STATEMENT (PWS)
LOAN LEVEL MORTGAGE DATASET LICENSE SUBSCRIPTION
SEPTEMBER 23, 2011**

1. OVERVIEW / BACKGROUND

On July 21, 2010, President Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Reform Act"), which created the Consumer Financial Protection Bureau (CFPB). Title X of the Reform Act directs the US Department of Treasury (the "Treasury Department") to provide interim administrative oversight and transition oversight and to organize an orderly startup of the Bureau. The Government now seeks a Contractor to provide a subscription to loan level mortgage datasets.

2. OBJECTIVE

The CFPB requires a Contractor with extensive experience to provide Residential Mortgage Loan-Level Data, which includes origination and performance data fields over time. CFPB is looking for the greatest market coverage possible, both the greatest current (active loan) coverage and the greatest historical coverage available. The data must support the highest level of quality, evidenced by use of the data for research purposes, including use in peer-reviewed publications. The data must be refreshed with as great a frequency as practicable and the Contractor must provide if requested, substantial analytical support—both on the data itself and (potentially) for standard or customized reports.

3. SCOPE

CFPB seeks to retain access to Loan-level mortgage datasets to allow the Research, Markets, and Regulations Division to conduct research to build the evidentiary record needed for numerous upcoming Congressionally mandated mortgage rulemakings and reports, and to monitor the mortgage market effectively for emerging trends.

4. REQUIREMENTS

Datasets must meet the following five criteria:

- (1) Minimum Criteria: Residential Mortgage Loan-Level Data, which includes origination and performance data fields, over time
- (2) Market Data Coverage: We are looking for the greatest market coverage possible, particularly as it complements the LPS/McDash data.
- (3) Historical Data Coverage: We are looking for both the greatest current (active loan) coverage and the greatest historical coverage available, ideally in one consistent dataset.
- (4) Data Quality: The data must support the highest level of quality, evidenced by (among other things) use of the data for research purposes, including use in peer-reviewed publications.
- (5) Data Timeliness: The data must be refreshed with as great a frequency as practicable.
- (6) Analytical Support: We are looking for a vendor who can provide, upon request, substantial analytical support—both on the data itself and for standard or customized reports.

Contractor's license subscription must facilitate CFPB staff in their efforts to fulfill the scope of this contract by providing Loan-level mortgage datasets to all the following:

- Monitor mortgage trends
- Evaluate policy options
- Conduct long-term quantitative research on the impact on default probability from a wide variety of loan origination data fields
- Amass empirical records for numerous upcoming rulemakings and reports to Congress and the public

CFPB requires "NO" use restrictions. CFPB seeks the contractor to provide the following rights:

1. Use
 - a. Full rights to publish research, analyses, reports, and other work based on these datasets
 - b. No advance notice or advance review of, or permission for publication of CFPB's research results should be necessary
 - c. Right to reference use of the dataset in publications and other public communications using the data

- d. Right to publish research, analysis, reports, and other work should survive any license (i.e., CFPB shall still be able to publish work even if CFPB license to the data has expired)
- e. Right to merge the data with all other datasets without affecting any of our usage or publication rights
- 2. Support
 - a. Include contractual language to codify the support levels datasets will provide with respect to the data (i.e., SLA, point-of-contact, time for response, etc.)
 - b. Contractual language which confirms that, when any new fields are added to the dataset, our data dictionary is updated and we have a clear explanation of any changes/updates made
 - c. Optional requirement: access to a web-based portal to access the datasets
- 3. Enhanced Options
 - a. Ability to include custom fields in the dataset.
- 4. Delivery
 - a. Datasets will be made available in standard formats (e.g. csv, tab-delimited text, XML) that are natively compatible for loading into SAS Server, PostgreSQL, and MS SQL Server environments.
 - b. Datasets will be made available to CFPB via common file transfer protocols (e.g., SFTP).
 - c. If authentication is required for accessing the product, CFPB will be provided required credentials.

5. REFRESH

If the Contractor, in its product line, upgrades or substitutes a new item with enhanced performance features for an item that is available under this Contract, such item or system may be included in this Contract in place of or in addition to the existing item or system, provided that an improved ratio of performance versus price is attained. The Contractor shall notify the Contracting Officer of any such changes in its product line that affect this Contract promptly upon commercial announcement or availability of the change. Price fair and reasonableness will be determined prior to the issuance of a delivery order for any new proposed items.

6. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Contracting Officer's Technical Representative (COTR) will summarize and document the Contractor's performance in the categories listed below (evaluation based on meeting the requirements of this PWS):

Quality of Service
 Cost Control
 Timeliness of Performance
 Business Relations

Surveillance method. Random Evaluation. This method employs a "spot check" style of evaluation and may be adjusted, based on quality trends. The Government retains the right to inspect all requirements of the contract. Unacceptable performance will be recorded and the Contractor shall be required to correct the unacceptable condition within a 24-hour time period. If the Contractor does not correct the unacceptable condition within 24-hours, the COTR will notify the Contracting Officer who will take appropriate administrative action for unacceptable performance. When an observation indicates defective performance, the COTR will require the Contractor to initial the observation. The initialing of the observation does not constitute concurrence with the observation; it only indicates acknowledgement that the Contractor has been made aware of a potentially defective performance.

7.0 TASK ORDER REQUIREMENTS

Any TO issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the TO. The contract shall govern the Contractor's and Government's rights and obligations with respect to that TO to the same extent as if the TO were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years from expiration of the contract.

TASK ORDER REQUESTS

- a. Task Order Requests. The Government shall issue each TO Request electronically to the Contractor for review and preparation of a proposal. Each TO Request shall specify the technical requirements, the desired deliverable product, performance standards, documentation standards, QASP, acceptance criteria, client agency benchmarks, and performance schedule, in sufficient detail to permit an accurate price, work hours, other resources and completion date by the Contractor. It is the Contractor's responsibility to propose

appropriate labor categories, within the scope of the contract, and level-of-effort necessary to perform the services or provide the deliverables described in each TO Request.

b. The following types of Task Orders may be issued:

Fixed-Price: This is a task for which there are reasonably definite requirements, and for which there is one or more tangible deliverables.

Labor-Hours: This is a task that addresses a requirement where there are no ODCs and it is not possible to define the work specifically enough to permit the development of a firm fixed-price estimate. No materials are necessary in the performance of the work. Labor-hour TOs shall be issued with a not-to-exceed ceiling price.

7. PERIOD OF PERFORMANCE

The period of performance for this contract will be for a 12 month base period and four 12 month option periods.

8. PLACE OF PERFORMANCE

The contractor shall perform services at the following locations:

Consumer Financial Protection Bureau
Fifth Floor
1801 L St. NW
Washington, DC 20036

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JUN 2010)

INVOICES

Invoices shall be submitted electronically to the e-mail address shown in Block 18a, page 1. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. For payment and invoice questions contact Accounting Services Division at (304) 480-8300.

PAYMENT INFORMATION:

Receive a free email notice of your electronic payment. Register at www.ipp.gov.

OVERPAYMENTS

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

The Contractor will not receive the original check back. The Government 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.

MARKING OF SHIPMENTS:

Please ensure that the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

Clarity Services Inc.

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

September 26, 2012

Sarita Fratarolli
Installment and Liquidity Lending Markets
Research, Markets & Regulations
1700 G. St NW
Washington DC 200052

Dear Ms. Frattaroli:

In accordance with the procurement policies and procedures contained in the Treasury Directives Manual, you are hereby designated as Contracting Representative (COR) in connection with the technical phases of contract number TPD-CFP-12-C-0017, awarded to Clarity Services, Inc for the PayDay Lending Datasets.

The COR represents the requesting organization throughout the acquisition cycle. In general, your responsibilities include coordinating all required program office actions, placing task orders and providing assistance during administration of the contract. The Contracting Officer (CO) and the contract administrator are your points of contact in the Procurement office.

DESIGNATION OF COR

As COR, your name appears in the contract schedule. A copy of this letter will also be provided to the Contractor. This letter sets forth in detail the full extent of your authority and limitations. It does not change or supersede the established line of authority and/or responsibility of any organization. This appointment as COR applies to the above-referenced contract only, and shall terminate on completion of the contract.

SCOPE OF SPECIFIC RESPONSIBILITIES

Administration:

Represent and coordinate with the requesting organization, program office(s) involved, and management, all technical activities relating to this contract;

Identify and monitor key administrative actions and accomplishment dates;

Monitor the Contractor's performance in meeting the technical requirements of the contract to assure that performance is strictly within the scope of the contract;

Determine the level of quality assurance evaluation required to insure that services are received in accordance with the contract;

Write and execute a surveillance plan, as appropriate;

Represent the Government in certain conferences with the contractor and prepare memoranda for the record of pertinent facts;

Confirm all significant technical instructions to the Contractor and provide a copy of the confirmation to the CO;

Maintain a filing system and a contract working file containing a complete history of actions taken with regard to the contract;

Refer to the CO those matters, other than purely technical issue problems, which may significantly affect the contract;

Furnish the CO a copy of conference reports and correspondence;

Coordinate with the CO on the content of any contractually significant correspondence addressed to the Contractor in order to ensure technical and historical accuracy and to prevent possible misunderstanding or the creation of a condition that may be made the basis of a later claim. All correspondence addressed to the Contractor will be signed by the CO;

Report to the CO and Legal Counsel suspected procurement frauds, bribery, conflicts of interest, and other improper conduct;

Assure that the Contractor has a current facility clearance as well as appropriate clearance for his personnel to have access to buildings, materials, equipment, etc.;

When required, furnish the CO a formal request for termination; and,

Inspection and Acceptance:

Inspect all work for full compliance with contract requirements;

Promptly reject all work that does not comply with contract requirements and immediately notify the CO;

Advise the CO if the Contractor fails to remove, correct, or replace rejected work promptly;

Provide technical guidance (not direction) advising the Contractor of formal appeal rights when there is a disagreement;

Prepare and maintain a running list of items that remain at variance with contract requirements, apprising both the Contractor and the CO of corrective action or the need for it;

Maintain a master copy of the official list of defects and omissions; and,

Ensure that all defects and omissions are corrected or completed.

Changes:

Administer contract changes previously authorized by CO; and,

Ensure that the Contractor provides formal proposals for contemplated changes.

Financial Management Issues:

Review the Contractor's invoices to insure that they reflect accurately the work completed in accordance with the requirements of the contract and certify acceptance.

Monitor financial management controls by reviewing overall expenditures against obligations to insure that sufficient, but not excess, funds are available for use under the contract; and,

Scheduling:

Advise the CO of any delay factors (strikes, weather, etc.) and record their impact; and,

Inform the CO when a Contractor is known to be behind schedule, with the reasons therefore, and coordinate with the CO corrective action necessary to restore the contract schedule.

Submissions:

Determine (from the contract) and track the number and types of submittals required from the contractor;

Maintain a record of submittals on a current basis;

Approve or reject submittals as provided in the contract documents; and,

Furnish the CO a notice of satisfactory or unsatisfactory completion.

EXCLUSIONS FROM COR RESPONSIBILITIES

Requirements of law, regulation, or Treasury procedure prohibit the delegation of or responsibility for certain actions related to contracts. For this reason, you are advised that you may not:

Make commitments or promises to Contractors relating to award of contracts;

Write contract requirements around the product or capacity of one source;

Solicit proposals;

Award, agree to, or execute a contract or contract modification;

Issue instructions to Contractors to start or stop work;

Obligate, in any way, the payment of money by the Government;

Approve items of cost not specifically authorized by the contract;

Direct changes;

Execute supplemental agreements;

Make a final decision on any matter that would be subject to appeal under the Disputes clause of the contract;

Cause the contractor to incur costs not specifically covered by the contract with the expectation that such costs will be reimbursed by the Government;

Terminate for any cause the Contractor's right to proceed;

Authorize delivery or disposition of Government-furnished property not specifically authorized by the contract;

Give guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract;

Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement;

Approve Contractor's requests for public release of information regarding work being performed under the contract; or,

Redesignate any of your assigned duties unless specifically authorized by the CO to do so.

RE-DESIGNATION OF RESPONSIBILITIES:

The above designated responsibilities may not be re-designated, except for clerical tasks associated with that authority. Changes in the designation of COR will be made through the Contracting Officer and letter appointment as the need arises. If it becomes necessary to make a change in the COR designation, you must notify the CO and provide the name of your replacement. You must provide any active files to the named replacement and send any inactive files to BPD or to other designated storage area as directed by CO.

I am providing you with one copy of this letter of designation. Please sign in the space provided below to indicate you have read and will comply with the responsibilities outlined in the letter, make a copy of this letter for your files, and return the original (scanned or faxed copy of this page is acceptable) to Morrey Gardner at: [REDACTED] Any questions regarding the responsibilities outlined in this letter should be referred to the contract administrator or the CO at contractadministration@bpd.treas.gov.

Sincerely,

Jacob Oberlin
Contracting Officer

ACCEPTED: _____
Contracting Officer's Representative

DATE: _____

Contract Number: TPD-CFP-12-C-0017



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

September 26, 2012

Yuh Wen LING
Installment and Liquidity Lending Markets
Research, Markets & Regulations
1700 G. St NW
Washington DC 200052

Dear Ms. Ling:

In accordance with the procurement policies and procedures contained in the Treasury Directives Manual, you are hereby designated as Contracting Representative (COR) in connection with the technical phases of contract number TPD-CFP-12-C-0017, awarded to Clarity Services, Inc for the PayDay Lending Datasets.

The COR represents the requesting organization throughout the acquisition cycle. In general, your responsibilities include coordinating all required program office actions, placing task orders and providing assistance during administration of the contract. The Contracting Officer (CO) and the contract administrator are your points of contact in the Procurement office.

DESIGNATION OF COR

As COR, your name appears in the contract schedule. A copy of this letter will also be provided to the Contractor. This letter sets forth in detail the full extent of your authority and limitations. It does not change or supersede the established line of authority and/or responsibility of any organization. This appointment as COR applies to the above-referenced contract only, and shall terminate on completion of the contract.

SCOPE OF SPECIFIC RESPONSIBILITIES

Administration:

Represent and coordinate with the requesting organization, program office(s) involved, and management, all technical activities relating to this contract;

Identify and monitor key administrative actions and accomplishment dates;

Monitor the Contractor's performance in meeting the technical requirements of the contract to assure that performance is strictly within the scope of the contract;

Determine the level of quality assurance evaluation required to insure that services are received in accordance with the contract;

Write and execute a surveillance plan, as appropriate;

Represent the Government in certain conferences with the contractor and prepare memoranda for the record of pertinent facts;

Confirm all significant technical instructions to the Contractor and provide a copy of the confirmation to the CO;

Maintain a filing system and a contract working file containing a complete history of actions taken with regard to the contract;

Refer to the CO those matters, other than purely technical issue problems, which may significantly affect the contract;

Furnish the CO a copy of conference reports and correspondence;

Coordinate with the CO on the content of any contractually significant correspondence addressed to the Contractor in order to ensure technical and historical accuracy and to prevent possible misunderstanding or the creation of a condition that may be made the basis of a later claim. All correspondence addressed to the Contractor will be signed by the CO;

Report to the CO and Legal Counsel suspected procurement frauds, bribery, conflicts of interest, and other improper conduct;

Assure that the Contractor has a current facility clearance as well as appropriate clearance for his personnel to have access to buildings, materials, equipment, etc.;

When required, furnish the CO a formal request for termination; and,

Inspection and Acceptance:

Inspect all work for full compliance with contract requirements;

Promptly reject all work that does not comply with contract requirements and immediately notify the CO;

Advise the CO if the Contractor fails to remove, correct, or replace rejected work promptly;

Provide technical guidance (not direction) advising the Contractor of formal appeal rights when there is a disagreement;

Prepare and maintain a running list of items that remain at variance with contract requirements, apprising both the Contractor and the CO of corrective action or the need for it;

Maintain a master copy of the official list of defects and omissions; and,

Ensure that all defects and omissions are corrected or completed.

Changes:

Administer contract changes previously authorized by CO; and,

Ensure that the Contractor provides formal proposals for contemplated changes.

Financial Management Issues:

Review the Contractor's invoices to insure that they reflect accurately the work completed in accordance with the requirements of the contract and certify acceptance.

Monitor financial management controls by reviewing overall expenditures against obligations to insure that sufficient, but not excess, funds are available for use under the contract; and,

Scheduling:

Advise the CO of any delay factors (strikes, weather, etc.) and record their impact; and,

Inform the CO when a Contractor is known to be behind schedule, with the reasons therefore, and coordinate with the CO corrective action necessary to restore the contract schedule.

Submissions:

Determine (from the contract) and track the number and types of submittals required from the contractor;

Maintain a record of submittals on a current basis;

Approve or reject submittals as provided in the contract documents; and,

Furnish the CO a notice of satisfactory or unsatisfactory completion.

EXCLUSIONS FROM COR RESPONSIBILITIES

Requirements of law, regulation, or Treasury procedure prohibit the delegation of or responsibility for certain actions related to contracts. For this reason, you are advised that you may not:

Make commitments or promises to Contractors relating to award of contracts;

Write contract requirements around the product or capacity of one source;

Solicit proposals;

Award, agree to, or execute a contract or contract modification;

Issue instructions to Contractors to start or stop work;

Obligate, in any way, the payment of money by the Government;

Approve items of cost not specifically authorized by the contract;

Direct changes;

Execute supplemental agreements;

Make a final decision on any matter that would be subject to appeal under the Disputes clause of the contract;

Cause the contractor to incur costs not specifically covered by the contract with the expectation that such costs will be reimbursed by the Government;

Terminate for any cause the Contractor's right to proceed;

Authorize delivery or disposition of Government-furnished property not specifically authorized by the contract;

Give guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract;

Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement;

Approve Contractor's requests for public release of information regarding work being performed under the contract; or,

Redesignate any of your assigned duties unless specifically authorized by the CO to do so.

RE-DESIGNATION OF RESPONSIBILITIES:

The above designated responsibilities may not be re-designated, except for clerical tasks associated with that authority. Changes in the designation of COR will be made through the Contracting Officer and letter appointment as the need arises. If it becomes necessary to make a change in the COR designation, you must notify the CO and provide the name of your replacement. You must provide any active files to the named replacement and send any inactive files to BPD or to other designated storage area as directed by CO.

I am providing you with one copy of this letter of designation. Please sign in the space provided below to indicate you have read and will comply with the responsibilities outlined in the letter, make a copy of this letter for your files, and return the original (scanned or faxed copy of this page is acceptable) to Morrey Gardner at: [REDACTED]. Any questions regarding the responsibilities outlined in this letter should be referred to the contract administrator or the CO at contractadministration@bpd.treas.gov.

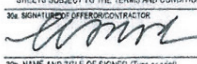

Sincerely,

Jacob Oberlin
Contracting Officer

ACCEPTED: _____
Contracting Officer's Representative

DATE: _____

Contract Number: TPD-CFP-12-C-0017

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM				1. REGULATION NUMBER		PAGE OF	
OFFEROR TO COMPLETE BLOCKS 12, 17, 21, 24, 4, 30				CFP-40500-12-0001		1 18	
2. CONTRACT NO. TFP-CFP-12-C-0017		3. AWARD EFFECTIVE DATE 09/27/2012		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME ALAN DOTSON		9. TELEPHONE NUMBER (Do not omit area)		10. OFFER DUE DATE/LOCAL TIME	
11. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: M. Gardner Parkersburg WV 26101		12. DISCOUNT TERMS N/30 PROMPT PAY		13. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE		14. FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> NA	
15. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		16. DELIVERY TO CFP 1700 G STREET, NW WASHINGTON DC 20552		17. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER DPAS (IS CFR 706)		18. METHOD OF SOLICITATION <input type="checkbox"/> NEW <input type="checkbox"/> CFP <input type="checkbox"/> RFP	
19. CONTRACT/ORDER OFFEROR CLARITY SERVICES INC. 311 PARK PLACE BLVD STE 330 CLEARWATER FL 33759-3923		20. FACILITY CODE		21. PAYMENT WILL BE MADE BY ARC/ASD/AFB		22. CODE ARC/ASD/AFB	
23. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				24. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> (SEE ADDENDUM)			
25. ITEM NO.	26. SCHEDULE OF SUPPLIES/SERVICES	27. QUANTITY	28. UNIT	29. UNIT PRICE	30. AMOUNT		
	The purpose of this firm, fixed price award is to purchase PayDay Lending Datasets on behalf of the Consumer Financial Protection Bureau (CFPB), in accordance with the terms and conditions and the performance work statement (PWS).						
	Vendor FOC: Mike Cook Tel: 727-400-6787 E-mail: mcook@clarityservices.com						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Gov. Use Only) \$443,260.00			
27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-4 ARE ATTACHED. ADDENDUM				28. ARE <input type="checkbox"/> ARE NOT ATTACHED.			
29. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 B ATTACHED. ADDENDUM				30. ARE <input type="checkbox"/> ARE NOT ATTACHED.			
31. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				32. AWARD OF CONTRACT REF. <input type="checkbox"/> OFFER DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS.			
33a. SIGNATURE OF OFFEROR/CONTRACTOR 				33b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
33c. NAME AND TITLE OF SIGNER (Type or print) MIKE COOK EUP		33d. DATE SIGNED 9-28-12		33e. NAME OF CONTRACTING OFFICER (Type or print) JACOB C. OBERLIN		33f. DATE SIGNED 9.28.12	

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>Gov't COR: Sarita Frattaroli Tel: 202-435-7465 E-mail: Sarita.Frattaroli@cfpb.gov</p> <p>Alternate Gov't COR: Yuh Wen LING Tel: 202-435-9451 E-mail: YuhWen.Ling@cfpb.gov</p> <p>Accounting Info: CFP5577SFXXX-2012-610001-CFP4050000-2512-00000000 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/26/2012 to 02/25/2014</p> <p>PayDay Lending DataSets in accordance with the PWS. Analysis and Reports - \$308,488.00</p> <p>Travel - \$4,180.00</p> <p>* PLEASE NOTE: If [REDACTED] does not participate in the data study, a cost of \$100,000 will be eliminated from the Firm Fixed Price. Obligated Amount: \$312,660.00</p> <p>Amount: \$291,000.00</p> <p>Amount: \$21,660.00 Period of Performance: 09/27/2012 to 02/26/2013 Continued ...</p>				312,660.00

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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. SR ACCOUNT NUMBER 39. SR VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)

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

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE	OF
		TPD-CFP-12-C-0017		3	18
NAME OF OFFEROR OR CONTRACTOR					
CLARITY SERVICES INC.					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Option Period 1 - PayDay Lending DataSets refresh in accordance with the PWS.</p> <p>Please Note: if CFPB choses to participate in a secondary optional data pull (6/12 months) and [REDACTED] does not take part in that analysis, an additional \$25,000 will be eliminated from the Firm Fixed Price.</p> <p>Amount: \$65,300.00(Option Line Item)</p> <p>Period of Performance: 02/27/2013 to 08/26/2013</p>				
0003	<p>Option Period 2 - PayDay Lending DataSets Refresh in accordance with the PWS.</p> <p>Please Note: if CFPB choses to participate in a secondary optional data pull (6/12 months) and [REDACTED] does not take part in that analysis, an additional \$25,000 will be eliminated from the Firm Fixed Price.</p> <p>Amount: \$65,300.00(Option Line Item)</p> <p>Period of Performance: 08/27/2013 to 02/26/2014</p> <p>Invoicing: upon completion of base period of performance and each option period of performance.</p> <p>After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at ContractAdministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.</p>				

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

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.
- (x) *Electronic funds transfer (EFT) banking information.*
- (A) The Contractor shall include EFT banking information only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or

change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS:

The Contractor shall ensure the order number (Block 4) is clearly visible on all shipping/service documents, containers, and invoices.

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall

consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

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

- (a) The CORs are: **Sarita Frattaroli, 202-435-7465, Sarita.Frattaroli@cfpb.gov**
Yu Wen Ling, 202-435-9451, YuWen.Ling@cfpb.gov

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

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

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

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

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

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

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

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 17 months.

RIGHTS IN DATA -- SPECIAL WORKS (DEC 2007)

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

"Data" means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) The Government shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract, or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final

decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

PERFORMANCE EVALUATION

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

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (11) [Reserved]

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

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.

13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C.

Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Dec 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

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

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

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

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

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

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

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

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

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

(L) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

DOCUMENT/EXHIBIT/ ATTACHMENT TITLE
Attachment 1 – Pay Day Lending Performance Work Statement
IPP Waiver Form

**Payday Lending Data Project
Performance Work Statement**

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 determine whether and how to develop policies regarding consumer financial products and services, such as short-term, small dollar "payday" loans. Accordingly, the Government seeks a contractor to provide an analysis of payday loan usage accompanied with indicators of borrowers' overall financial health. This analysis shall include the provision of data to CFPB detailing payday loan usage patterns over a specified period of time. Payday loan usage data shall be matched with other data sources that track consumer financial well-being, such as credit reporting agency (CRA) reports.

2.0 OBJECTIVE. This data collection will allow CFPB to better understand:

- the distribution of payday loan usage patterns among borrowers,
- patterns of default on payday loans,
- how different levels of usage are correlated with changes in other financial measures such as credit scores, bank account status, and overall creditworthiness, and
- how payday loan borrowers' indicators of credit worthiness and overall financial health compare to similarly-situated households that do not use payday loans.

3.0 SCOPE. The contractor shall provide CFPB a nationally-representative dataset of payday borrowers obtaining loans through the internet and storefront channels from a diverse variety of payday lenders. The usage data for this sample of borrowers shall be for a period of at least 12 months from the date a borrower first is reported as using a payday loan and shall detail the size of loans originated, whether and when a loan is repaid, renewed, or in default, the overall number of loans applied for and taken by a given borrower over this time period, and the time period between loans. **Information obtained through surveys of payday borrowers who self-report their use of payday loans is not adequate for this analysis.**

In addition, the contractor shall match its payday borrower records with additional data available through credit reporting agencies and other third parties to develop a data set that includes other measures of financial well-being such as credit scores, credit utilization and delinquency, and bank account status (ie: overdrafts and/or involuntary account closures) before, during, and after the 12 month period of payday loan usage.

Finally, the contractor shall perform an analysis of similarly situated households that—based on the contractor's records—are not payday loan borrowers during the study time period. The contractor shall develop a data set of these households that measures changes in financial well-being through credit scores, credit utilization and delinquency, and bank account status to compare with the analysis of payday loan borrowers described above.

The final methodology for this analysis will be developed in consultation with CFPB staff and require the approval of the CFPB's Office of Research.

4.0 PERIOD OF PERFORMANCE/DELIVERY REQUIRED. The contractor shall electronically deliver a summary of data findings and the underlying de-identified data in a spreadsheet-compatible format to CFPB within five months. Dataset will be in a format that is readily assessable through software such as SAS or STATA. The contractor shall also be available for an additional month to answer clarifying and technical questions from CFPB staff about the report and accompanying data. Additionally, there will be two option periods in which the Contractor may be required to provide a data refresh at six and 12 months after the initial report is provided.

5.0 CONTRACTOR TRAVEL. Contractor will be required to travel to CFPB for one meeting at the beginning of the five month work period of this project to develop a final methodology for this data analysis, in consultation with CFPB staff.

6.0 DATA RIGHTS. The Government has unlimited rights to all documents/material delivered to the CFPB under this contract. All documents and data summaries delivered to the CFPB 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.

7.0 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 objectives, performance standard, the method of surveillance and the incentives/disincentives.

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS). The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance standard briefly describes the minimum acceptable levels of service required for each requirement. These standards are critical to mission success.

Performance Objective	Performance Standard	Method of Surveillance	Incentive/Disincentive
PRSH1. The contractor shall develop a methodology for this study of payday loan usage in consultation with CFPB staff.	Methodology is approved by the Office of Research	Approval of final methodology by CFPB staff, including Economists within the Office of Research within one month of study start date	Incentive: If Contractor performs requirement in accordance with performance standard, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard, unfavorable comments will be documented on Contractor's past performance.
PRS#2 The contractor shall obtain a sample of at least 250,000 first-time payday loan borrowers with usage data available for at least 12 months. Of this sample, at least half of borrowers will be those who obtained payday loans online.	Well supported sample of 12 months data on payday loan borrowers, at least half of which obtained payday loans online.	Confirmation by the contractor in the first month that a sample of this size has been obtained.	Incentive: If Contractor performs requirement in accordance with performance standard, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard, unfavorable comments will be documented on Contractor's past performance.
PRS #3 The contractor shall successfully append data from credit reporting agencies and other sources on the borrower's financial well-being at several points in time.	At least half of sample borrowers successfully matched with data appended from other sources.	Report by the contractor on the share of sample payday loan borrowers that were successfully matched with appended data.	Incentive: If Contractor performs requirement in accordance with performance standard, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard, unfavorable comments will be documented on Contractor's past performance.

Performance Objective	Performance Standard	Method of Surveillance	Incentive/Disincentive
PRS #4 The contractor shall construct a statistically significant control group of similarly situated consumers who have not used a payday loan during the same time period.	Control group contains a sample of comparable size to payday borrower sample of similarly situated consumers who have not used a payday loan during the same time period.	Confirmation by the contractor in the first month that a sample of this size has been obtained. CFPB approval of methodology to determine how households are defined as "similarly-situated."	Incentive: If Contractor performs requirement in accordance with performance standard, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard, unfavorable comments will be documented on Contractor's past performance.
PRS #5 The contractor shall electronically deliver a report summarizing its findings and a de-identified dataset with at least monthly summaries of payday borrowing data to CFPB within five months.	Deliverables received within agreed-upon study time frame.	Report and dataset delivered to CFPB within five months of study start date. Dataset will be in a format that is readily assessable through software such as SAS or STATA.	Incentive: If Contractor performs requirement in accordance with performance standard, favorable comments will be documented on Contractor's Past Performance Disincentive: If Contractor does not perform requirement in accordance with performance standard, unfavorable comments will be documented on Contractor's past performance.

Corelogic Information Solutions Inc.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	1
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 04/17/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: R. Dillon Parkersburg WV 26101	CODE BPD-RDILLON	7. ADMINISTERED BY (If other than Item 6)	CODE BPD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORELOGIC INFORMATION SOLUTIONS INC 4 FIRST AMERICAN WAY SANTA ANA CA 92707-5913		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. TPD-CFP-12-C-0010 10B. DATED (SEE ITEM 13) 08/02/2012		
CODE 167200760	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The purposes of this modification are to:				
1. Appoint Jessica Russell as the Contracting Officer's Representative (COR). Jessica may be reached at 202-435-7771 or via email at Jessica.Russell@cfpb.gov.				
2. Appoint Xiaoling Ang as the Alternate COR. Xiaoling may be reached at 202-435-7686 or via email at xiaoling.ang@cfpb.gov.				
Period of Performance: 08/02/2012 to 08/01/2017				
Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		JACOB C. OBERLIN		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4.17.2013	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		



DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

2 August 2012

CoreLogic Information Solutions, Inc.
Attn: Mr. Dave Hurt
4 First American Way.
Santa Ana, CA 92707-5913

Subject: TPD-CFP-12-C-0010

Dear Mr. Hurt:

Congratulations! Enclosed is contract number TPD-CFP-12-C-0010 for Loan-Level Mortgage Datasets in support of the Consumer Financial Protection Bureau (CFPB).

Please review the enclosed contract award and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF 1449, you acknowledge and accept the terms and conditions of this contract. After signing the document, please provide a copy of the signed form via email to carey.gropp@bpd.treas.gov.

Please note that due to the nature of the proposals received, the Indefinite-Delivery Indefinite-Quantity terms and conditions were removed upon award.

After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the award number in the subject line of the e-mail.

Ms. Xiaoling Ang has been designated Contracting Officer's Representative (COR) for this contract. A copy of our letter so designating Ms. Ang is enclosed for your information. It contains information on her duties and the scope of her authority in this capacity of which you should be aware. Ms. Ang may be reached at 202-435-7686 or via e-mail at xiaoling.ang@cfpb.gov.

If you have any questions concerning the award, please contact Ms. Carey Gropp, 304-480-8559.

Sincerely,

JACOB OBERLIN
Contracting Officer

Enclosures

SOLICITATION CONTRACT FOR COMMERCIAL ITEMS OFFER TO COMPLETE BLOCKS 11, 12, 24, & 30		1. REQUEST NUMBER CFP-40100-12-0003		PAGE OF 1 13	
2. CONTRACT NO. TPO-CFP-12-C-0010		3. AWARD EFFECTIVE DATE 09/02/2012		4. SOLICITATION NUMBER SPD-CFP-12-CI-0002	
5. DATE OF SOLICITATION 09/26/2012		6. OFFER DUE DATE/TIME		7. DATE OF AWARD	
8. NAME ALAN DOTSON		9. TELEPHONE NUMBER		10. OFFEROR'S ADDRESS	
11. ADDRESS Bureau of Public Debt Division of Procurement Avery St 200 Third Street Attn: C. Cropp Parkersburg WV 26101		12. ADDRESS Bureau of Public Debt Division of Procurement Administration Branch Avery St 200 Third Street Parkersburg WV 26101		13. ADDRESS Bureau of Public Debt Division of Procurement Administration Branch Avery St 200 Third Street Parkersburg WV 26101	
14. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		15. METHOD OF SOLICITATION CFFB		16. METHOD OF SOLICITATION CFFB	
17. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		18. METHOD OF SOLICITATION CFFB		19. METHOD OF SOLICITATION CFFB	
20. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		21. METHOD OF SOLICITATION CFFB		22. METHOD OF SOLICITATION CFFB	
23. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		24. METHOD OF SOLICITATION CFFB		25. METHOD OF SOLICITATION CFFB	
26. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		27. METHOD OF SOLICITATION CFFB		28. METHOD OF SOLICITATION CFFB	
29. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		30. METHOD OF SOLICITATION CFFB		31. METHOD OF SOLICITATION CFFB	
32. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		33. METHOD OF SOLICITATION CFFB		34. METHOD OF SOLICITATION CFFB	
35. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		36. METHOD OF SOLICITATION CFFB		37. METHOD OF SOLICITATION CFFB	
38. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		39. METHOD OF SOLICITATION CFFB		40. METHOD OF SOLICITATION CFFB	
41. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		42. METHOD OF SOLICITATION CFFB		43. METHOD OF SOLICITATION CFFB	
44. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		45. METHOD OF SOLICITATION CFFB		46. METHOD OF SOLICITATION CFFB	
47. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		48. METHOD OF SOLICITATION CFFB		49. METHOD OF SOLICITATION CFFB	
50. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		51. METHOD OF SOLICITATION CFFB		52. METHOD OF SOLICITATION CFFB	
53. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		54. METHOD OF SOLICITATION CFFB		55. METHOD OF SOLICITATION CFFB	
56. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		57. METHOD OF SOLICITATION CFFB		58. METHOD OF SOLICITATION CFFB	
59. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		60. METHOD OF SOLICITATION CFFB		61. METHOD OF SOLICITATION CFFB	
62. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		63. METHOD OF SOLICITATION CFFB		64. METHOD OF SOLICITATION CFFB	
65. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		66. METHOD OF SOLICITATION CFFB		67. METHOD OF SOLICITATION CFFB	
68. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		69. METHOD OF SOLICITATION CFFB		70. METHOD OF SOLICITATION CFFB	
71. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		72. METHOD OF SOLICITATION CFFB		73. METHOD OF SOLICITATION CFFB	
74. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		75. METHOD OF SOLICITATION CFFB		76. METHOD OF SOLICITATION CFFB	
77. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		78. METHOD OF SOLICITATION CFFB		79. METHOD OF SOLICITATION CFFB	
80. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		81. METHOD OF SOLICITATION CFFB		82. METHOD OF SOLICITATION CFFB	
83. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		84. METHOD OF SOLICITATION CFFB		85. METHOD OF SOLICITATION CFFB	
86. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		87. METHOD OF SOLICITATION CFFB		88. METHOD OF SOLICITATION CFFB	
89. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		90. METHOD OF SOLICITATION CFFB		91. METHOD OF SOLICITATION CFFB	
92. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		93. METHOD OF SOLICITATION CFFB		94. METHOD OF SOLICITATION CFFB	
95. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		96. METHOD OF SOLICITATION CFFB		97. METHOD OF SOLICITATION CFFB	
98. DELIVERY FOR FPO DESTINATION N/30 PROMPT PAY		99. METHOD OF SOLICITATION CFFB		100. METHOD OF SOLICITATION CFFB	

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>Government Technical POC: Mr. Daniel Grantham Tel: 202-435-7666 E-mail: daniel.grantham@cfpb.gov</p> <p>Supplemental Terms, Conditions and Clauses are attached hereto and hereby incorporated.</p> <p>Invoices are to be paid as a product Net 30 days from receipt/acceptance. Invoices will be submitted on an annual basis.</p> <p>Any questions related to this award will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gob. When sending an e-mail to this address, please include the award number in the subject line.</p> <p>Note: The FFP amounts identified in each CLIN are not dependent upon the number of CFPB users since all queries by CFPB users will be made against BPD/CFPB server assets.</p> <p>Credit Card Vendor: NO Accounting Info: CFP5577SFXXXX-2012-610001-CFP4010000-2513-00000000 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/02/2012 to 08/01/2017</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. SR ACCOUNT NUMBER	39. SR 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 RECD (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
NAME OF OFFEROR OR CONTRACTOR		TPD-CFP-12-C-0010	3	13
CORELOGIC INFORMATION SOLUTIONS INC				
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)
0001	Base Period: Loan-Level Mortgage Dataset as in accordance with the Technical Requirements via a bulk-data submission to include updates received via secure FTP at [REDACTED] per month for 12 months. Obligated Amount: [REDACTED] Period of Performance: 08/02/2012 to 08/01/2013			[REDACTED]
0002	Option Period 1: Loan-Level Mortgage Dataset as in accordance with the Technical Requirements via a bulk-data submission to include updates received via secure FTP at [REDACTED] per month for 12 months. Amount: [REDACTED] (Option Line Item) Period of Performance: 08/02/2013 to 08/01/2014			[REDACTED]
0003	Option Period 2: Loan-Level Mortgage Dataset as in accordance with the Technical Requirements via a bulk-data submission to include updates received via secure FTP at [REDACTED] per month for 12 months. Amount: [REDACTED] (Option Line Item) Period of Performance: 08/02/2014 to 08/01/2015			[REDACTED]
0004	Option Period 3: Loan-Level Mortgage Dataset as in accordance with the Technical Requirements via a bulk-data submission to include updates received via secure FTP at [REDACTED] per month for 12 months. Amount: [REDACTED] (Option Line Item) Period of Performance: 08/02/2015 to 08/01/2016			[REDACTED]
0005	Option Period 4: Loan-Level Mortgage Dataset as in accordance with the Technical Requirements via a bulk-data submission to include updates received via secure FTP at [REDACTED] per month for 12 months. Amount: [REDACTED] (Option Line Item) Period of Performance: 08/02/2016 to 08/01/2017 The total amount of award: \$796,370.37. The obligation for this award is shown in box 26.			[REDACTED]
NSN 7546-01-152-8087				
OPTIONAL FORM 336 (4-86) Sponsored by GSA FAC (48 CFR) 53.116				

SUPPLEMENTAL TERMS, CONDITIONS AND CLAUSES

SECTION 508 COMPLIANCE

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

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

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

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

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

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)

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

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

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services

that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

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

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

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

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

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

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)**ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS**

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

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

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

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

None applicable.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS:

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

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

(a) The COR is identified in the SF 1449, Block 20.

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

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

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

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

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

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

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the final 30 calendar days of each contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

CONTRACT TERM

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

PAST PERFORMANCE EVALUATION

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

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

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

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
 - X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
 - X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
 - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
 - (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
 - (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - (11) [Reserved]
 - (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - (ii) Alternate I (NOV 2011).
 - (iii) Alternate II (NOV 2011).
 - (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
 - X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
 - (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
 - (iv) Alternate III (Jul 2010) of 52.219-9.
 - (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(f)).
 - (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
 - (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 - (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (JUNE 2003) of 52.219-23.
 - (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 *note*)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

DOCUMENT/EXHIBIT/ ATTACHMENT TITLE
License Agreement
Technical Requirements

MASTER LICENSE AGREEMENT

This Master License Agreement is entered into between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic"), and The Bureau of the Public Debt ("BPD"), on behalf of the Consumer Finance Protection Bureau ("CFPB") and with BDP, "Customer" (collectively, the "Parties," or individually, a "Party"). This Master License Agreement is effective upon the date of last signature ("Effective Date").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Unless the context of a provision herein otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" or "including" shall mean include without limitation, includes without limitation or including without limitation. As used in this Agreement (as defined below), the following terms have particular meanings as defined below.

1.1 **"Agreement"** means this Master License Agreement, together with all related statements of work (each a "SOW"), exhibits, orders and amendments.

1.2 **"Confidential Information"** means (i) information disclosed by a Party relating to the Services (as defined below), product development strategy and activity, marketing strategy, corporate assessments and strategic plans, either present or future; pricing, financial and statistical information, accounting information, identity of and information regarding the Parties to this Agreement, suppliers, employees, investors, or customers; software, source code, systems, processes, designs, schematics, methods, techniques, algorithms, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation; (ii) other confidential, proprietary or trade secret information disclosed by that Party that is identified in writing as such at the time of its disclosure; (iii) other confidential, proprietary or trade secret information disclosed by that Party; (iv) information relating to that Party's employees, contractors or customers, such as social security number verification which, if released, would cause an unlawful or actionable invasion of privacy; (v) the terms of this Agreement; and (vi) any compilation or summary of information or data that is itself confidential.

1.3 **"End User"** means, if specifically authorized in the Permitted Applications of a particular SOW, an individual or entity determined by Customer to have a legitimate business need to use the Services or Customer's products that incorporate or rely on the Services. End Users shall only access the Services or Customer's products on a restricted basis, as authorized in the SOW, using an assigned password or other security mechanism to prevent unauthorized access.

1.4 **"Permitted Affiliate"** means, if specifically authorized in the Permitted Applications of a particular SOW, an entity identified in the Permitted Applications of a particular SOW as authorized to access the Services.

1.5 **"Permitted Applications"** means the authorized use of the Services set forth in the applicable SOW.

1.6 **"Permitted Processor"** means, if specifically authorized in the Permitted Applications of a particular SOW, an entity independent of Customer that processes data on behalf of Customer and that has been approved in advance in writing by CoreLogic to provide processing services using the Services set forth in such SOW.

1.7 **"Permitted Users"** means, if applicable, End Users, Permitted Affiliates, and Permitted Processors collectively.

1.8 **"Services"** means the software applications, models, analytics, data, reports, scores, images and any applicable user manuals and any other services provided by CoreLogic to Customer as specified in each SOW. The Services include any corrections, bug fixes, enhancements, updates or other modifications to the Services.

2. Agreement Structure

This Agreement contains terms and conditions applicable to all SOWs. When fully executed by authorized signatories of the Parties, each SOW sets forth the specific Services, delivery methods, fees, Permitted Applications and any other terms applicable to the specific Services provided under such SOW and attaches to this Agreement.

3. License

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, CoreLogic grants to Customer a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this Agreement, and any rights not expressly granted to Customer are reserved by CoreLogic for its own use and benefit.

3.2 **License Restrictions.** Customer represents and warrants to CoreLogic that it shall comply, and ensure that its Permitted Users comply, with the following:

(a) Customer shall not use the Services for purposes other than the Permitted Applications and shall ensure compliance with such terms by its Permitted Users, if applicable.

(b) Unless expressly authorized in the Permitted Applications: (i) with the exception of Permitted Users, Customer shall not share the Services with any parent, subsidiary, affiliate or other third party, including any third parties involved in any joint venture or joint marketing arrangements with Customer; and (iii) Customer shall not use or store the Services outside the United States.

(c) Unless expressly authorized in the Permitted Applications, Customer shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Services in any manner or permit the same; (ii) comingle, process or combine any portion of the Services or permit any portion of the Services to be comingled, processed or combined with other data or software from any other source; (iii) allow access to the Services through any terminals located outside of Customer's operations or facilities; (iv) use the Services to create, enhance or structure any database for resale or distribution; (v) redistribute the Services or Customer's products over the Internet; or (vi) use the Services to create models, analytics, derivative products or other derivative works.

(d) Notwithstanding anything to the contrary, the Parties understand and agree that the information provided by the federal Government in response to a consumer's request on the IRS Form 4506-T, the Social Security Administration form SSA-89 or any similar Government request form constitutes "transaction and experience information" as described in Section 603(d)(2)(A)(i) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA"), and not consumer report information as defined in FCRA Section 603(d). Moreover, the Parties understand and agree that, when CoreLogic provides Services to Customer by delivering the information obtained from the federal Government pursuant to such forms, CoreLogic acts only as a conduit between the federal Government and Customer with respect to such information and that CoreLogic does not assemble or evaluate such information for the purpose of providing the information to Customer or to any other third party. Customer shall not use the Services: (i) as a factor in establishing an individual's eligibility for credit, insurance, or employment; (ii) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; (iii) in connection with underwriting individual insurance; or (iv) in any way that would cause the Services to constitute a "consumer report" under the FCRA or similar statute, or by any other authority having jurisdiction over the Parties.

(e) Customer shall not use the Services in any way that: (i) infringes CoreLogic's or any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation; or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing. If the Permitted Applications include direct marketing use, Customer shall comply with any applicable non-solicitation laws and regulations.

(f) Customer shall: (i) obtain any necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation applicable to Customer's use of the Services; and (ii) only allow authorized End Users to access the Services. Customer shall maintain the confidentiality of any usernames and passwords issued by CoreLogic and Customer shall not permit usernames or passwords to be shared amongst its employees. CoreLogic may prohibit concurrent sessions with the same username and password.

(g) Customer shall not disassemble, decompile, manipulate or reverse engineer CoreLogic's Confidential Information or any portion of the Services. Customer shall take all necessary steps to prevent unauthorized use or disclosure or disassembly, decompiling, manipulation or reverse engineering of CoreLogic's Confidential Information or any portion of the Services.

(h) All product names set forth in the SOWs are registered or common law trademarks or service marks (collectively "Trademarks") of CoreLogic or its affiliates or data providers and no right or license to use the Trademarks is

granted under this Agreement. Except as may be authorized in prior writing by CoreLogic, Customer shall not use the Trademarks in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except that such disclosures may be made as required by federal, state or local government regulations. Notwithstanding the above, unless expressly authorized in an applicable SOW, Customer shall not remove, alter or obscure any Trademarks or proprietary notices contained in the Services or other materials provided by CoreLogic, and to the extent any Trademarks appear in the Services, Customer shall have a limited license to use such Trademarks in accordance with the terms and conditions of this Agreement and solely as they appear in the Services.

4. Delivery of Data and Format

Customer acknowledges that the availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise which prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. CoreLogic and Customer shall renegotiate the Fees (as defined below) in good faith according to the prevailing pricing models if CoreLogic materially modifies the content or geographic coverage of the Services provided to Customer. Customer acknowledges and accepts CoreLogic's use of offshore or onshore subcontractors to provide the Services. CoreLogic may discontinue, upgrade or change the production, support, delivery and maintenance of any Services if CoreLogic develops an upgraded version or otherwise can no longer provide such Services.

5. Fees

5.1 **Fees.** Customer shall pay CoreLogic the fees set forth in each SOW ("Fees") in accordance with the Prompt Pay Act. At the end of each CoreLogic billing cycle, CoreLogic may invoice Customer for all Fees incurred by Customer during such billing cycle.

5.2 **Taxes.** Fees are exclusive of sales, use, ad valorem, personal property, and other taxes, which are the responsibility of Customer. CoreLogic shall charge Customer applicable sales tax; provided, however, that Customer may provide CoreLogic with a resale or exemption certificate in order to notify CoreLogic how to appropriately invoice Customer for any applicable taxes. Customer shall file all other taxes.

6. Reporting; Audits [Intentionally omitted.]

7. Term; Termination

7.1 **Term and Termination.** The term of this Master License Agreement commences on the Effective Date and continues until all SOWs are terminated. The term of each SOW is as specified in each such SOW.

7.2 **Effects of Termination.** Upon termination of this Agreement or a SOW, all license rights granted by CoreLogic to Customer pursuant to the Agreement or such SOW terminate and Customer shall pay CoreLogic in full for all Services accessed or delivered.

7.3 **Return or Destruction of Materials.** Within 15 days of termination of this Agreement or a SOW by either Party, unless otherwise provided in a SOW and if requested by CoreLogic, Customer shall: (i) return all Services and CoreLogic's Confidential Information (including all copies of the same) (the "Materials") to CoreLogic at the address set forth on the signature page of this Agreement or as specified by CoreLogic and certify by an officer of Customer that Customer has returned all Materials; or (ii) destroy all Materials and certify by an officer of Customer that such Materials have been destroyed. If such Materials are not returned or destroyed in accordance with the above, Customer shall provide CoreLogic or its designee access to Customer's premises for the retrieval of all such Materials, and Customer shall pay the actual costs as reasonably incurred by CoreLogic to retrieve such Materials. Customer shall continue paying CoreLogic fees ordinarily and reasonably charged by CoreLogic for the Services after the termination of this Agreement, until such time as Customer returns to CoreLogic or destroys such Materials.

8. Third Party Use

Customer warrants that its Permitted Users' use of the Services shall be in compliance with this Agreement and Customer shall be liable for any use of the Services by its Permitted Users. Customer shall not provide or cause to be provided the Services to a processor, unless it is expressly authorized in the Permitted Applications of a SOW or otherwise authorized in

writing in advance by CoreLogic and the processor enters into an agreement agreeing to be bound by the terms of this Agreement and the applicable SOW, naming CoreLogic as an express third party beneficiary and acknowledging that the processor shall only use the Services to fulfill its processing obligation to Customer.

9. Confidentiality

9.1. Obligations. Neither Party shall use, disseminate, reproduce or permit to be used, disseminated or reproduced, or in any way disclose the other Party's Confidential Information to any person or entity except as required by law or as specifically permitted in this Agreement. Absent prior written consent of the other Party, each Party shall disclose Confidential Information only to those of its employees and independent contractors who have previously agreed to be bound by the terms and conditions of this Agreement and its in-house and outside legal counsel who need to know such information. Each Party shall treat all Confidential Information disclosed to it in connection with this Agreement as strictly confidential using commercially reasonable measures at least equal to those used by such Party with respect to its own Confidential Information.

9.2. Exceptions. The restrictions on use and disclosure of Confidential Information set forth in Section 9.1 shall not apply to any particular Confidential Information when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon by the Parties not to be subject to the restrictions set forth in Section 9.1. The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least 10 days prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, the restrictions on use and disclosure of the Services are not subject to the exceptions contained in this Section 9.2.

10. Consumer Privacy

Customer acknowledges the Services may contain public record data and that this information may be considered sensitive information by some consumers. Customer shall not: (a) broadcast or otherwise make public the name, address or other information about an individual consumer; or (b) utilize in any manner the name, mailing address, e-mail address or telephone number of a consumer that is designated in any results obtained using the Services as requesting protection from solicitation.

11. CoreLogic Indemnification; Disclaimers; Injunction

11.1 Intellectual Property Indemnification. CoreLogic shall indemnify, defend and hold Customer harmless from all third party claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement in the United States arising out of this Agreement, provided that: (i) Customer gives CoreLogic prompt written notice of any such allegation. The Department of Justice shall represent the government against any such claims in accordance with 28 U.S.C. 516. Notwithstanding the above, this warranty does not apply and CoreLogic shall have no obligation to indemnify Customer if an allegation arises from the combination or use of the Services with any other software, data, or materials not furnished by CoreLogic, if modifications are made to the Services without CoreLogic's written authorization, or if the Services are used in violation of the terms and conditions of this Agreement. THIS SECTION SETS FORTH CORELOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY INTELLECTUAL PROPERTY THIRD PARTY CLAIMS.

11.2 Infringement. If in CoreLogic's sole discretion the Services violate a third party's intellectual property rights, CoreLogic may: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to render them no longer subject to any such claim or action; or (iii) replace the Services with equally suitable, functionally equivalent, non-infringing services.

11.3 Limitations on Services. [Intentionally omitted.]

11.4 **Warranty and Disclaimer.** CoreLogic warrants that the Services are merchantable and fit for the particular purpose described in each SOW. CORELOGIC DISCLAIMS ANY OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED.

11.5 **Injunction.** Customer acknowledges that the Services are valuable commercial products, the development of which involved the expenditure of substantial time and money. Any violation of the Permitted Applications or CoreLogic's intellectual property rights shall be governed by 28 U.S.C. § 1498.

12. CoreLogic's Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCLUDING CORELOGIC'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS CONTAINED IN PARAGRAPH 11.1 ABOVE, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO CORELOGIC DURING THE THREE MONTHS PRECEDING THE CLAIM OR \$10,000. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CORELOGIC SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13. Customer's Indemnification [Intentionally omitted.]

14. General Provisions

14.1 **Federal Acquisition Regulations.** Federal Acquisition Regulations ("FAR") Sections 52.212-1, 52.212-4, 52.212-3 and 52.212-5 are hereby incorporated

14.2 **Agency.** The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act or represent or hold itself out as such. The rights, duties, obligations and liabilities of the Parties shall be several and not joint, each party being individually responsible only for its obligations as set forth in this Agreement.

14.3 **Severability.** If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.4 **Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement is deemed a waiver of any preceding or succeeding breach of the same or any other provision.

14.5 **Survival.** The following sections survive termination of this Agreement and continue in full effect until fully satisfied: 3.2 (License Restrictions); 5 (Fees); 6 (Reporting, Audits); 7.2 (Effects of Termination); 7.3 (Return or Destruction of Materials); 8 (Third Party Use); 9 (Confidentiality); 10 (Consumer Privacy); 11.4 (Disclaimer); 12 (CoreLogic's Limitation of Liability); and 14 (General Provisions).

14.6 **Execution.** This Agreement or any SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement and all Parties have received a fully executed Agreement. Any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

14.7 **Governing Law; Forum; Jury Trial; Attorneys' Fees.** The interpretation and construction of this Agreement is governed by the laws of the United States.

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14.8 **Uncontrollable Acts.** Uncontrollable acts shall be governed by FAR 52.212-4(f).

14.9 **Assignment.** Neither Party shall assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Any unauthorized assignment or transfer shall be void. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

14.10 **Notices.** Any notice or other communication required or permitted under this Agreement is sufficiently given if delivered in person or sent by one of the following methods: (a) facsimile or (b) commercially recognized overnight service with tracking capabilities. Notices to Customer will be sent to the address or facsimile located in the signatory lines. Notices to CoreLogic shall be sent to 4 First American Way, Santa Ana, California 92707, Facsimile (714) 276-6599, sent to the attention of the signatory below, with a copy to CoreLogic's counsel at the same address marked Attention: Legal Department. Any such notice or communication is deemed properly delivered as of (i) the date personally delivered, (ii) sent by facsimile, or (iii) one business day after it is sent by commercially recognized overnight service. A Party may change its address by written notice given to the other Party before the effective date of such change.

14.11 **Conflicts between SOW and Agreement.** If there is a conflict between the terms of this Master License Agreement and the terms and conditions included within an applicable SOW, this Master License Agreement controls unless explicitly stated otherwise in the applicable SOW, and in that case the conflicting terms and conditions in such SOW apply to that SOW only.

14.12 **Headings; Joint Drafters.** Headings at the beginning of each section and subsection are solely for convenience and shall have no effect upon construction or interpretation of this Agreement. The Parties acknowledge that this Agreement was prepared by both Parties jointly.

14.13 **Entire Agreement.** With respect to the Services provided under this Agreement, this Agreement, contract, and the Federal Acquisition Regulation constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Agreement are effective unless in writing and signed by both Parties.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BUREAU OF THE PUBLIC DEBT, ON BEHALF OF CORELOGIC SOLUTIONS, LLC
THE CONSUMER FINANCE PROTECTION BUREAU ("CORELOGIC")
("CUSTOMER")

By: 
Authorized Signature

Name: JACOB OBERLIN

Title: CONTRACTING OFFICER

Date: 8/2/12

Address:

Facsimile:

By: 
Authorized Signature

Name: JAMES F. REYNOLDS, JR.

Title: JVP

Date: 8/2/12

Address: 4 First American Way
Santa Ana, California 92707

Facsimile: 714 276-6599

STATEMENT OF WORK 1

This Statement of Work 1 ("SOW 1") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic"), and The Bureau of the Public Debt ("BPD"), on behalf of the Consumer Finance Protection Bureau ("CFPB" and with BDP, "Customer")(collectively, the "Parties," or individually, a "Party"). This SOW 1 is subject to the attached Master License Agreement of even date herewith, and all subsequent amendments, exhibits, or attachments ("Agreement") between the Parties. This SOW 1 is effective upon the date of last signature ("SOW 1 Effective Date"). The Parties agree as follows:

- I. SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed below via the specified delivery method. Customer shall pay to CoreLogic the Fees set forth below. If the chart below indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.

Services	Delivery, Fees & Additional Information
A. LOAN LEVEL MORTGAGE DATA	Delivery via Secure File Transfer Protocol ("SFTP").

II. ADDITIONAL FEE & DELIVERY INFORMATION:

A. Loan Level Mortgage Data: The Loan Level Mortgage Data Services shall consist of the data elements shown on the attached Loan Level Mortgage Data Exhibit (Technical Requirements).

B. Fees: Customer shall pay CoreLogic the Fees set forth in the contract.

III. PERMITTED APPLICATIONS: Customer and Permitted Users specified below shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

A. Customer's Use:

1. In accordance with the terms of the Agreement, Customer may use the Loan Level Mortgage Data for Customer's internal business purposes of risk management and portfolio analysis. Customer may also use the Loan Level Mortgage Data, alone or with other information Customer creates or obtains from other data providers, to create analysis, reports, and research for both internal and external use ("Customer's Reports"). Customer may publish Customer's Reports on Customer's website, in academic journals, policy reports and other media and may acknowledge CoreLogic as a source of data used in Customer's Reports. Any such publications shall only include immaterial portions of the Services, in aggregate form, and will include no loan level data.
2. Customer shall not attempt, directly or indirectly, to reverse engineer, deanonymize, decompile, or disassemble the Loan Level Mortgage Data Services.
3. CoreLogic shall retain all right, title and interest in and to the Loan Level Mortgage Data. Customer shall retain all right, title and interest in and to the Customer's Reports. Provided Customer has complied with all terms of the Agreement and this Section III.A., Section 7.3 (Return or Destruction of Materials) of the Agreement shall not apply to the Loan Level Mortgage Data Customer has incorporated into the Customer's Reports following termination or expiration of this SOW.
4. Except as expressly provided in this Section III.A., Customer shall not otherwise sublicense, resell, or provide the Loan Level Mortgage Data in whole or in part to any third party.

IV. SOW TERM AND RENEWAL: The term of this SOW 1 is for twelve (12) months, commencing on the SOW 1 Effective Date. Thereafter, the term of this SOW may be renewed by Customer for four (4) additional twelve (12) month terms.

V. EXECUTION: This SOW 1 may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW 1 is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW 1 and all Parties have

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received a fully executed SOW 1. The parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such party to this SOW 1. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW 1.

THE BUREAU OF THE PUBLIC DEBT, ON
BEHALF OF THE CONSUMER FINANCE
PROTECTION BUREAU ("CUSTOMER")

CORELOGIC SOLUTIONS, LLC
("CORELOGIC")

By: *Jacob Oberlin*
Authorized Signature
Name: JACOB OBERLIN
Title: CONTRACTING OFFICER
Date: 8/2/12
Address:

By: *James F. Reynolds, Jr.*
Authorized Signature
Name: JAMES F. REYNOLDS, JR.
Title: SVP
Date: 8/2/12
Address: 4 First American Way
San Jose, California 95128

TECHNICAL REQUIREMENTS
TPD-CFP-12-C-0010

TECHNICAL REQUIREMENTS
Appropriate support levels will be provided with respect to the data (i.e., SLA, point-of contact, time for response, etc.)
Datasets include loan-level data that allows CFPB to identify relationships between loan features and default risk
Datasets combine origination data with loan performance data
Datasets contain at least 25 million active loans as of 12/31/2011
Datasets are timely (Data will be provided less than 45 calendar days after each month's end)
Datasets contain data integrity and support
<p>Full rights to publish research, analyses, reports, and other work based on these datasets are provided;</p> <p>No advance notice of advance review of, or permission for publication is necessary;</p> <p>Right to reference use of the dataset in publications and other public communications using the data is provided;</p> <p>Right to publish research, analysis, reports, and other work survives the license (i.e., CFPB has the right to publish data obtained after the license has expired);</p> <p>Right to merge the data with all other datasets without affecting any CFPB usage or publication rights is provided; and</p> <p>No use restrictions are provided.</p>
<p>If, and when, any new fields are added to the dataset the CFPB data dictionary will be updated and a clear explanation of changes/updates will be provided; and</p> <p>CFPB access to the web-based portal is provided.</p>
CFPB has the ability to include custom fields in the datasets
<p>Datasets will be made available in standard formats (e.g. csv, tab-delimited text, XML) that are natively compatible for loading into SAS Server, PostgreSQL, and MS SQL Server environments;</p> <p>Datasets will be made available in a user-friendly web interface;</p> <p>Datasets will be made available to CFPB via common file transfer protocols (e.g., SFTP); and</p> <p>If authentication is required for accessing the product, CFPB will be provided required credentials.</p>

Experian

DEPARTMENT OF THE TREASURY
BUREAU OF THE PUBLIC DEBT
PARKERSBURG, WV 26106-1328

24 September 2012

Experian Information Solutions, Inc.
1410 K Street NW, Suite 501
Washington, DC 20005

Subject: Contract Number TPD-CFP-12-C-0016

Dear [REDACTED]:

Congratulations! Enclosed is the contract award for Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB).

Please review the enclosed contract award and if in agreement, please complete blocks 30a, 30b and 30c on Page 1 of the Standard Form 1449. By signing the SF1449, you acknowledge and accept the terms and conditions of this contract. After signing the document, please provide a copy of the signed form via email to carey.gropp@bpd.treas.gov.

Please note that a Subcontracting Waiver has been granted and therefore FAR 52.219-9 Alt II and FAR 52.219.16 have been removed from the Supplemental Terms, Conditions and Clauses.

After award, any questions or issues related to this procurement will be handled by the Contract Administration Branch at contractadministration@bpd.treas.gov. When sending an e-mail to this address, please include the order number in the subject line of the e-mail.

The following are authorized to place orders against subject contract: Any warranted Contracting Officer (CO) for the Bureau of the Public Debt (BPD), Division of Procurement, may place orders against this contract. The contract holder shall not provide any products or services without receiving an awarded order signed by the CO.

Ms. Xiaoling Ang has been designated Contracting Officer's Representative (COR) for this contract. Ms. Yuh Wen Ling has been designated Alternate COR for this contract. A copy of our letters so designating Ms. Ang and Ms. Ling are enclosed for your information. They contain information on their duties and the scope of their authority in this capacity of which you should be aware. Ms. Ang may be reached at 202-435-7686 or via e-mail at xiaoling.ang@cfpb.gov. Ms. Ling may be reached at 202-435-9251 or via e-mail at yuhwen.ling@cfpb.gov.

If you have any questions concerning the award, please contact Ms. Carey Gropp, 304-480-8559.

Lisa R. Stanley

Contracting Officer

Enclosures

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF	
2. CONTRACT NO. TPD-CFP-12-C-0016				3. AWARD EFFECTIVE DATE 09/24/2012		4. ORDER NUMBER	
5. SOLICITATION NUMBER BPD-CFP-12-CI-0004				6. SOLICITATION ISSUE DATE 07/03/2012			
7. FOR SOLICITATION INFORMATION CALL		8. NAME ALAN DOTSON		9. TELEPHONE NUMBER (No collect calls)		10. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY Bureau of Public Debt Division of Procurement Avery 5F 200 Third Street Attn: C. Gropp Parkersburg WV 26101		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> NAICS 561450 <input type="checkbox"/> (A) <input type="checkbox"/> SIZE STANDARD \$7.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/30 PROMPT PAY	
13. DELIVER TO CFPB Attn: Ms. Xiaoling Ang 1700 G Street NW Washington DC 20552-0003		14. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		15. RATING <input type="checkbox"/> RFPQ <input type="checkbox"/> RFB <input checked="" type="checkbox"/> RFP		16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Administration Branch Avery 5F 200 Third Street Parkersburg WV 26101	
17a. CONTRACTOR/OFFEROR EXPERIAN INFORMATION SOLUTIONS INC-1 475 ANTON BLVD COSTA MESA CA 92626-7036		17b. PAYMENT WILL BE MADE BY ARC/ASD/APB ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@BPD.TREAS.GOV PARKERSBURG WV 26106-1328		18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
20. SCHEDULE OF SUPPLIES/SERVICES The purpose of this firm-fixed-price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) award is to provide a Consumer Credit Information Panel in support of the Consumer Financial Protection Bureau (CFPB) in accordance with the attached Statement of Work (SOW). The Contractor shall provide services only as authorized by task order, and in accordance with the IDIQ contract. (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See schedule		26. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-3 AND 52.212-5 ARE ATTACHED: ADDENDUM <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED: ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		29. AWARD OF CONTRACT: DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		30. NAME AND TITLE OF SIGNER (Type or print) LISA R. STANLEY		31. DATE SIGNED	
32. SIGNATURE OF OFFEROR/CONTRACTOR		33. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		34. NAME OF CONTRACTING OFFICER (Type or print)		35. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. SR ACCOUNT NUMBER	39. SR 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 RECD (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED TPD-CFP-12-C-0016		PAGE 3	OF 18
NAME OF OFFEROR OR CONTRACTOR EXPERIAN INFORMATION SOLUTIONS INC-1					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The overall minimum for this contract is: \$1,622,800.00 The minimum is guaranteed The overall maximum for this contract is: \$8,426,650.00 The minimum amount for an order against this contract is: \$6,000.00 The maximum amount for an order against this contract is: \$8,426,650.00 Period of Performance: 09/24/2012 to 09/23/2017				
0001	Base Period - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$1,622,800.00 Max. Amount: \$5,287,050.00 Minimum Guaranteed: Y Period of Performance: 09/24/2012 to 09/23/2013				5,287,050.00
0002	Option Period 1 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$784,900.00 Minimum Guaranteed: N Amount: \$784,900.00 (Option Line Item) Period of Performance: 09/24/2013 to 09/23/2014				0.00
0003	Option Period 2 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$784,900.00 Minimum Guaranteed: N Amount: \$784,900.00 (Option Line Item) Continued ...				0.00

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED TPD-CFP-12-C-0016		PAGE 4	OF 18
NAME OF OFFEROR OR CONTRACTOR EXPERIAN INFORMATION SOLUTIONS INC-1					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/24/2014 to 09/23/2015				
0004	Option Period 3 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$784,900.00 Minimum Guaranteed: N Amount: \$784,900.00 (Option Line Item) Period of Performance: 09/24/2015 to 09/23/2016				0.00
0005	Option Period 4 - CFPB Consumer Credit Information Panel Refer to Attachment 1 - IDIQ Price Schedule Award Type: Indefinite-quantity Min. Qty: N/A Max. Quantity: N/A Min. Amt: \$0.00 Max. Amount: \$784,900.00 Minimum Guaranteed: N Amount: \$784,900.00 (Option Line Item) Period of Performance: 09/24/2016 to 09/23/2017 The total amount of award: \$8,426,650.00. The obligation for this award is shown in box 26.				0.00

TERMS, CONDITIONS AND CLAUSES**SOFTWARE FEDERAL DESKTOP CORE CONFIGURATION (FDCC)**

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

PUBLIC-RELEASE CONTRACT VERSION REQUIREMENT

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

PRODUCT PROVISIONS



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR).

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

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

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

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

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

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)**ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS**

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

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

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

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

None applicable.

PAYMENT AND INVOICE QUESTIONS

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

OVERPAYMENTS

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

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

MARKING OF SHIPMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1052.210-70 CONTRACTOR PUBLICITY (AUG 2011)

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

52.216-18 ORDERING (OCT 1995)

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

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

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

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

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

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

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

CONTRACT TERM

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

CONTRACT MINIMUM AND MAXIMUM

(a) The minimum amount the Government is obligated to order during the term of the contract is \$1,622,800.00.

(b) The maximum amount of the contract is \$8,426,650.00.

PAST PERFORMANCE EVALUATION

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

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

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

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
 - X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
 - X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
 - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
 - (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
 - (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - (11) [Reserved]
 - (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - (ii) Alternate I (NOV 2011).
 - (iii) Alternate II (NOV 2011).
 - (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
 - X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
 - (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
 - (iv) Alternate III (Jul 2010) of 52.219-9.
 - (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
 - (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
 - (18) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 - (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (JUNE 2003) of 52.219-23.
 - (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
 - Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

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

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

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

CONSUMER CREDIT INFORMATION PANEL

1.0 BACKGROUND

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

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

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

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

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

2.0 OBJECTIVE

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

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

3.0 SCOPE

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

3.2 Panel Updates

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

3.3 Data Characteristics

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

3.4 Capabilities

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

3.5 Consulting

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

TPD-CFP-12-C-0016 ATTACHMENT 1 - IDIQ PRICE SCHEDULE	
Base Period Items	Price
Base Period Maximum Value \$ 5,287,050.00	
Option Period 1 Items	Price
Option Period 1 Maximum Value \$ 784,900.00	

Q.15. Please provide a copy of a representative data request that the CFPB has sent to financial institutions and others involved in the Bureau's consumer data collection efforts.

A.15. "Any communications between the CFPB and a supervised financial institution or a Federal, State, or foreign Government agency related to the CFPB's supervision of the institution" is "confidential supervisory information." 12 CFR §1070.2 (i)(1). Consequently, specific supervisory requests for information are subject to the prohibition against disclosure of confidential supervisory information set forth in 12 CFR §1071.41.

However, the Bureau uses a number of standard form information requests as part of its examinations. See, "Compliance Management System Information Request", attached. Examiners modify these requests to customize them to the particular institution. In the information request, examiners are instructed to specify the review period and the information or documentation required, in order to reduce the burden on the institution and avoid receiving data not relevant to the examination. See page 6 of the CFPB's Supervision and Examination Manual, Examinations (Prepare and Send the Information Request) (available at http://files.ConsumerFinance.gov/f/201210_cfpb_supervision-and-examination-manual-v2.pdf).

The Bureau avoids receiving personally identifiable information whenever possible. The Bureau protects all confidential supervisory information in accordance with the regulation governing the Bureau's handling of confidential information, 12 CFR Part 1070.

Q.16. Has the CFPB conducted any cost-benefit analysis to determine the cost of the data collection requests and production on the institutions? Has the CFPB solicited feedback from any institutions about the cost of these data collection requests and production?

A.16. The Bureau does not conduct an explicit cost-benefit analysis of supervisory data requests made in support of the examination function, as those requests are tailored to be consistent with the scope of information appropriate to carry out the purposes of supervisory activity. Pursuant to sections 1024(b) and 1025(b) of the Dodd-Frank Act, the Bureau coordinates its examinations with the prudential regulators and the State bank regulatory authorities; and, to the extent possible, the Bureau uses reports provided or required to be provided to Federal or State agencies. Both practices tend to reduce the cost of supervisory activities. The Bureau also routinely discusses its supervisory information requests with supervised entities in advance in order to make the best use of existing data formats and content, decreasing the burden to supervised entities of providing information requested by the Bureau. These interactions provide insight about how to acquire information efficiently.

On occasion, the Bureau has also obtained data outside the supervisory process. The information has all been provided on a voluntary basis, and the Bureau believes the companies that provided this information attempted to do so in an efficient and cost-effective manner. For example, in connection with the Private Student Loan Report required by section 1077 of the Dodd-Frank Act, the Bureau met with major participants in the private student loan industry

and offered them the opportunity to provide data on several of the 16 questions that Congress required the Bureau to answer. Nine lenders volunteered to provide their existing datasets to a single vendor that they selected. This vendor combined those data into a single database that did not include the identities of borrowers or lenders. This mechanism was an efficient way for the lenders and the Bureau to develop answers to Congress' questions. Both the Bureau and the lenders continue to utilize that dataset to provide information to the public, to Congress, and to regulators about that industry.

In some instances, the Bureau has requested financial institutions to provide a random sample of de-identified records rather than a full file. Sampling may add some cost to the financial institution but reduces the cost to the Bureau in handling larger files. In other instances, especially those involving ongoing data collections, the Bureau has determined that it would be more efficient for the financial institution to provide a full, de-identified file to the Bureau rather than requiring that sampling frames be created each time new data is provided.

Q.17. In your testimony, you cite that GAO conducts an annual audit of the agency. Does the GAO specifically audit the Big Data collection undertaken by the CFPB? Does GAO audit the specific contracts of the outside, third-party vendors and their contractors hired by the CFPB for the collection of Big Data? Does GAO conduct any peer review of any research done using the Big Data?

A.17. The GAO has not conducted an audit focused on the specific subject of data collection by the Bureau or Bureau contracts for such collection. However, the GAO's and Inspector General's audits and evaluations of the Bureau's budget, information security, and implementation of the Dodd-Frank Act, among other subjects, address myriad aspects of the Bureau's contracting and information collection, storage and usage activities. The GAO has not conducted any peer review of Bureau research, to the Bureau's knowledge.

Q.18. The CFPB issued a rule with regard to remittances to foreign countries last year, which the Bureau has updated on a couple of occasions since its issuance. The final rule on remittances contains a specific error resolutions procedure for remittance transfers. However, a recent blog posting by the Bureau suggested the CFPB will begin accepting consumer complaints on money transfers without distinguishing between foreign and domestic transfers. Is the blog posting a change in direction for the Bureau? Does the Bureau consider posting to its blogs as regulatory guidance or just an informational venue? Has the Bureau reached out to the industry to inquire what effect such blog postings have on the industry practices?

A.18. Section 1073 of the Dodd-Frank Act amends the Electronic Fund Transfer Act to add a new provision governing remittances to foreign countries. One part of that amendment requires remittance transfer providers to resolve certain errors raised by consumers with respect to such remittances. Another part of the amendment requires remittance transfer providers to inform consumers of their rights concerning error resolution and of the Bureau's contact information, including its toll-free consumer com-

plaints number. The Bureau has issued implementing regulations as required by §1073 (the “Remittance Transfer Rule”).

Separately, §1013(b)(3) of the Dodd-Frank Act establishes within the Bureau “. . . a unit whose functions shall include establishing a single, toll-free telephone number, a Web site, and a database or utilizing an existing database to facilitate the centralized collection of, monitoring of, and response to consumer complaints regarding consumer financial products or services.” Collecting, investigating, and responding to consumer complaints are integral parts of the Bureau’s work.

In March 2012, the Bureau began accepting complaints about many types of bank and credit union products and services, including domestic money transfers and money transfers that will qualify as “remittance transfers” under the Remittance Transfer Rule when it takes effect on October 28, 2013, as well as the wide range of other types of products and services that these institutions offer, such as checking accounts and loans. In April 2013, the Bureau launched a money transfer-specific complaint form to accept complaints concerning entities other than banks and credit unions about domestic money transfers, as well as transfers that will qualify as “remittance transfers.”

The purpose of the blog posting dated April 4, 2013, and titled “Now accepting money transfer complaints” (available at <http://www.ConsumerFinance.gov/blog/now-accepting-money-transfer-complaints/>), was to announce to consumers that the Bureau was now accepting these types of complaints through a dedicated complaint form. The blog provides consumers with a link to the form and lets them know what information they should have available before submitting a complaint. The blog post does not represent a change in direction for the Bureau; it is consistent with our use of the blog to engage and inform the public about Bureau activities and is not intended as legal guidance.

The Bureau has engaged and will continue to engage with industry regarding its intake of money transfer complaints and welcomes feedback regarding the blog post. Similarly, the Bureau has reached out to industry and will continue to do so regarding the impact of the Remittance Transfer Rule.

RESPONSES TO WRITTEN QUESTIONS OF SENATOR MENENDEZ FROM RICHARD CORDRAY

Q.1. I held a hearing this month looking at some of the mortgage servicing abuses and the settlements that resulted. I was pleased to see the CFPB adopted new rules related to mortgage servicing standards in January 2013. I have long advocated for increasing consumer protections on borrowers before foreclosures, encouraging loan modifications, eliminating dual tracking, placing limits on foreclosure fees, and creating an appeals process for those denied loan modifications as well as a mediation program. Please detail some of the specific requirements as they relate to:

- Mortgage servicers providing information about mortgage loss mitigation options to delinquent borrowers.

- Establishing policies and procedures for providing delinquent borrowers with continuity of contact with servicer personnel capable of performing certain functions.

A.1. The mortgage servicing rules issued by the Bureau provide protections that seek to ensure that troubled borrowers receive a fair process to avoid foreclosure wherever possible. Most notably, the mortgage servicing rules include restrictions on the process of “dual tracking”; i.e., the consideration of a borrower for a loss mitigation option while pursuing a foreclosure process. The rules further include requirements for evaluating timely and complete loss mitigation applications for loss mitigation options.

Even before the loss mitigation evaluation occurs, however, the Bureau has adopted requirements that will assist borrowers with the process of understanding and applying for loss mitigation options. First, the mortgage servicing rules include “early intervention” requirements that apply early in the loss mitigation process. The rules require servicers to reach out to borrowers about loss mitigation options early in a delinquency. Specifically, servicers are required to make good faith efforts to establish live contact with a delinquent borrower not later than the 36th day of a borrower’s delinquency and promptly inform such borrower about the availability of loss mitigation options if appropriate. Further, not later than the 45th day of delinquency, a servicer must provide a written notice to the borrower that includes, among other things, information about any loss mitigation options available to the borrower and how to apply for such options, information about contact personnel assigned to assist the borrower, and information regarding other resources that may be available to assist the borrower with loss mitigation options, such as housing counselors or organizations.

This is designed primarily to encourage delinquent borrowers to work with their servicers to identify their options for avoiding foreclosure. The Bureau recognizes that not all delinquent borrowers who are contacted by their servicer and receive a written notice will respond to the servicers and pursue available loss mitigation options. However, the Bureau believes that the notices will ensure, at a minimum, that all borrowers have an opportunity to do so at the early stages of a delinquency.

That is just the beginning of the process. The Bureau’s rules further require that servicers must have policies and procedures in place to provide delinquent borrowers with direct and ongoing access—the term of art is “continuity of contact”—to personnel who are responsible for helping struggling borrowers. Such personnel must be assigned to assist a borrower by the time the early intervention written notice is provided, and in any event, no later than the 45th day of a borrower’s delinquency. The servicer’s policies and procedures must be reasonably designed to ensure that such personnel are able to provide information to the borrower about available loss mitigation options, the application process for such options, the status of any loss mitigation application submitted by a borrower, any applicable loss mitigation deadlines, and when a foreclosure process may begin. Further, the servicer’s policies and procedures must be reasonably designed to ensure that such personnel have access to a complete record of the borrower’s payment

history and information provided by the borrower regarding loss mitigation, that such personnel are able to provide this information to servicer personnel responsible for evaluating a borrower for loss mitigation options, and that such personnel can provide a borrower with information about the procedures for submitting a written notice of error or information request.

Q.2. In June 2012, the CFPB announced that it would be the first Federal financial regulator to share with the public individual consumer complaint data. They are accepting consumer complaints in many areas, including checking accounts, savings accounts, CDs, credit cards, credit reporting, money transfers, mortgages, student loans, and consumer loans. How many complaints has the CFPB received from consumers so far about mortgages, credit cards, banks, debt collection, and other financial services? How many of those are being resolved successfully, and in what ways?

A.2. The Bureau began accepting consumer complaints about credit cards on July 21, 2011. The Bureau now also accepts complaints related to mortgages, bank accounts and services, private student loans, other consumer loans, credit reporting, and money transfers.

From July 21, 2011, through February 28, 2013, the Bureau received approximately 131,300 consumer complaints, including approximately 30,600 credit card complaints, 63,700 mortgage complaints, 19,800 bank accounts and services complaints, 4,600 private student loan complaints, 4,100 consumer loan complaints, and 6,700 credit reporting complaints. The Bureau has received some money transfer complaints through the bank accounts and services intake form. In April 2013, the Bureau introduced a money transfer-specific intake form. Data from those complaints is preliminary. Data are also not available about debt collection or payday complaints because the Bureau does not accept these complaints at this time. The Bureau, however, continues to work toward expanding its complaint handling capacity to include other products and services, such as payday loans and debt collection.

More than 109,200 complaints (83 percent of complaints) received as of February 28, 2013, had been sent by the Bureau to companies for review and response. The remaining complaints had been referred to other regulatory agencies (11 percent), found to be incomplete (3 percent), or were pending with the consumer or the Bureau (3 percent). Companies had already responded to approximately 104,100 complaints or 95 percent of the complaints sent to them for response. Consumers had disputed approximately 19,600 company responses (21 percent) to complaints.

As of February 28, 2013:

- *Credit card complaints:* Approximately 27,700 (84 percent) credit card complaints had been sent by Consumer Response to companies for review and response. The remaining credit card complaints had been referred to other regulatory agencies (10 percent), found to be incomplete (5 percent), or pending with the consumer or the Bureau (one percent). Companies had already responded to approximately 24,800 complaints or 96 percent of the complaints sent to them for response. Since December 2011, companies have had the option of reporting the amount of monetary relief, if any. The median amount of relief

reported was approximately \$125 with \$25 being the most common amount of relief for the approximately 5,300 credit card complaints where companies reported relief. Consumers had disputed approximately 4,200 company responses (18 percent) to credit card complaints.

- *Mortgage complaints:* Approximately 56,800 (89 percent) mortgage complaints had been sent by Consumer Response to companies for review and response. The remaining mortgage complaints had been referred to other regulatory agencies (7 percent), found to be incomplete (1 percent), or pending with the consumer or the Bureau (2 percent). Companies had already responded to approximately 53,900 complaints or 95 percent of the complaints sent to them for response. The median amount of monetary relief reported was approximately \$425 for the approximately 1,800 mortgage complaints where companies reported relief. Consumers had disputed approximately 10,500 company responses (23 percent) to mortgage complaints.
- *Bank account and services complaints:* Approximately 16,100 (81 percent) bank account and service complaints had been sent by Consumer Response to companies for review and response. The remaining bank account and service complaints had been referred to other regulatory agencies (14 percent), found to be incomplete (4 percent), or were pending with the consumer or the Bureau (1 percent). Companies had already responded to approximately 15,500 complaints or 97 percent of the complaints sent to them for response. The median amount of monetary relief reported was approximately \$110 for the approximately 4,000 bank account and service complaints where companies reported relief. Consumers had disputed approximately 3,000 company responses (20 percent) to bank account and service complaints.
- *Private student loan complaints:* Approximately 3,400 (74 percent) private student loan complaints had been sent by Consumer Response to companies for review and response. The remaining private student loan complaints had been referred to other regulatory agencies (20 percent), found to be incomplete (4 percent), or pending with the consumer or the Bureau (2 percent). Companies had already responded to approximately 3,200 complaints or 94 percent of the complaints sent to them for response. The median amount of monetary relief reported was approximately \$1,250 for the approximately 225 private student loan complaints. Consumers had disputed approximately 600 company responses (19 percent) to private student loan complaints.
- *Consumer loan complaints:* Approximately 2,600 (63 percent) consumer loan complaints had been sent by Consumer Response to companies for review and response. The remaining consumer loan complaints had been referred to other regulatory agencies (30 percent), found to be incomplete (3 percent), or pending with the consumer or the Bureau (4 percent). Companies had already responded to approximately 2,400 complaints or 95 percent of the complaints sent to them for response. The median amount of monetary relief reported was

approximately \$195 for the approximately 240 consumer loan complaints. Consumers had disputed approximately 500 company responses (23 percent) to consumer loan complaints.

- *Credit reporting complaints:* Approximately 4,300 (64 percent) credit reporting complaints had been sent by Consumer Response to companies for review and response. The remaining credit reporting complaints had been referred to other regulatory agencies (4 percent), found to be incomplete (3 percent), or is pending with the consumer or the Bureau (28 percent). Companies had already responded to approximately 3,900 complaints or 90 percent of the complaints sent to them for response. Consumers had disputed approximately 600 company responses (19 percent) to credit reporting complaints.

Q.3. At your confirmation hearing this year, I submitted questions for the record having to do with balancing the need for consumer protections and access to short term credit and building creditworthiness. As part of your response, you referenced the need to learn about the potential for innovation in financial products. A question that has not been answered is if nondepository short term lending is curtailed or eliminated, what products will take their place for underserved consumers? Can you update me on your efforts to address this issue and what is the status of the CFPB's analysis of how to solve the growing problem of access to short term credit?

A.3. The Bureau recognizes that there is a need for access to small dollar credit to handle occasional emergencies. But such loans can be harmful when they are poorly structured. For example, extremely short-term credit—meaning that the loan is structured so that the consumer has to repay the loan in a very short period of time—can be harmful to consumers. Furthermore, most small-dollar, short-term loans available to consumers now do not build creditworthiness.

In light of these concerns, we strongly encourage consumers to explore their full range of options when dealing with a financial shortfall. We encourage consumers to consider less expensive credit options, particularly if they have an account at a bank or credit union or a stable credit history. Credit cards, advances, or emergency credit offered by employers, nonprofit organizations, and community groups are other options. Other options might include negotiating with the creditor or biller about the debt or bill they owe before resorting to a payday or deposit advance loan.

Q.4. You stated in your answers to my questions that the CFPB is “determining which product structures and features may curtail sustained use and negative outcomes.” Has the CFPB made any inroads since then on this issue? Assuming the CFPB has or does identify negative outcomes and a product structure or feature that it believes may mitigate negative outcomes, how would the CFPB seek to require that product structure or feature of market participants?

A.4. This past month, the Bureau released a white paper on payday loans and deposit advance products, which examined patterns of sustained use. We found that the median payday loan borrower engages in 10 such transactions per year and is indebted a median

of 199 days of the year, while more than half of all deposit advance borrowers end up borrowing more than \$3,000 per year in advances and are indebted more than 40 percent of the year. However, we found that these products may be appropriate for some consumers for whom an expense needs to be deferred for a short period of time. The key for the product to work as structured, however, is a sufficient cash flow which can be used to retire the debt within a short period of time.

The data presented in this study suggest some consumers use payday loans and deposit advances at relatively low to moderate levels. Thirteen percent of payday borrowers in our sample took out only 1–2 loans over the 12-month period, and about one-third took out six loans or less. A similar share of deposit advance users (30 percent) took no more than a total of \$1,500 in advances over the same period of time. We hypothesize that the lack of underwriting and the single payment structure may be contributing to these patterns of sustained use.

We are currently undertaking additional analyses to see how outcomes vary under various State regulatory approaches, such as limits on maximum loan amounts or efforts to extend the period of the loan. We will evaluate whether these and other approaches may counter the effects of the traditional balloon payment structure that might lead consumers to quickly reborrow. Our current analysis seeks to determine the drivers of consumer harm, while also accounting for why some consumers are able to use these products in an appropriate way (for example, paying the full amount back when loan is due without having to reborrow).

Q.5. Has the CFPB considered the implications of providing a Federal platform to regulate online short term lending in a manner in which some have argued that technology and the market can drive innovative new products for underserved consumers and help them build back their creditworthiness? For example, has the CFPB looked at the pros and cons of a model that provides for partnerships between banks and nonbanks to offer OCC or FDIC chartered financial products with CFPB consumer protections?

A.5. The Bureau has not analyzed all of the proposals to provide Federal charters for nondepository financial service companies, and we generally do not comment on proposed legislation. Bureau staff does provide technical advice on specific provisions when requested by Congress. We do note that some of the bills we have reviewed have taken a very strong position in preempting all forms of State consumer protection of small dollar borrowers—moving all authority to regulate both charter issuance and consumer financial protection issues to Federal regulators. The States have invested substantial legislative and regulatory energy over many years in crafting protections that they view as appropriate for their consumers, so it would be a significant shift in public policy to sweep those protections aside.

**RESPONSES TO WRITTEN QUESTIONS OF SENATOR HAGAN
FROM RICHARD CORDRAY**

Q.1. The Nationwide Mortgage Licensing System (NMLS) and Registry provides a single system for the licensing and registration of

the Nation's mortgage industry. The System allows the States to track mortgage loan originators from State-to-State on a nationwide basis. State regulators have begun using NMLS as the licensing platform for other regulated nondepository financial services providers.

Would you agree that it would be beneficial to extend the privilege and confidentiality protections for mortgage-related information contained in the NMLS and which is shared by State and Federal regulators, to information in the NMLS relating to all other types of nonbanks?

A.1. The Bureau is committed to establishing and maintaining productive working relationships with State bank and nonbank regulators and understands the importance of protecting the confidentiality of information that may be shared through such coordination efforts. To this end, the Bureau has entered into information-sharing and cooperation MOUs, requiring the safeguarding of confidential information, with most State bank and nonbank regulators. Moreover, the Bureau recently entered into a State Coordination Framework to establish a process for coordinated Federal/State consumer protection supervision and enforcement of entities providing consumer products or services that are subject to concurrent jurisdiction of the Bureau and one or more State Regulators.

The Bureau believes that steps to better facilitate the sharing of information among regulators by extending the confidentiality safeguards and privilege protections applicable to information placed in the Nationwide Mortgage Licensing System to additional nonbank activities could potentially be beneficial. We would be pleased to look at any specific proposal and provide technical assistance.

Q.2. According to a Federal Trade Commission Report released in December, at least 5 percent of consumers had errors in their credit scores that could lead them to pay higher rates for loans.

With the CFPB's supervision of credit reporting companies beginning last year, do you believe that the appropriate controls are in place to reduce the occurrence of errors?

What steps are being taken to reduce the occurrence of these errors and improve the process of error correction?

A.2. The Bureau's authority to supervise larger consumer reporting agencies became effective in the fall of 2012. Among the Bureau's first priorities has been to understand and evaluate the mechanisms used by consumer reporting agencies to collect consumer data furnished by industry, compile and match that data to individual consumer files, and then deliver that data to users in the form of consumer reports. The Bureau's White Paper on "Key Dimensions and Processes in the U.S. Credit Reporting System" describes the Bureau's initial insights into how the industry handles data. For example, in the report, the Bureau observed the limitations of the existing e-OSCAR dispute handling system, which does not forward the documents consumers attach in their complaints to furnishers.

Through our Supervision program, which is in its early stages, we now have the opportunity to examine the larger consumer reporting agencies to assess their compliance with the Fair Credit Reporting Act and other Federal consumer financial laws. Our re-

views will help us to evaluate the question you ask—are the controls in these companies appropriate to reduce errors. This issue is one we are focusing on in our review of consumer reporting agencies.

Q.3. During your testimony you mentioned that the Bureau has addressed the issue of indirect auto lending in a very general way with a legal analysis and that it has not reached a factual conclusion about any particular instance. Can you describe the process through which the CFPB would move from a legal analysis to a factual conclusion? What types of statistical tools and proxies might be available to the Bureau to address data gaps and identify different groups of consumers?

A.3. These questions about methodology and analysis are critical to the Bureau. As a data-driven organization, we want to be sure that our analysis of the auto finance industry is based on current and solid facts about the industry, its business practices, and its participants. In the past year, Bureau representatives have met with numerous individual lenders, auto lender associations, and dealer associations to learn about the industry and the statistical tools and proxies that industry uses to self-monitor its lending activity for fair lending risk.

The Bureau's ongoing supervision program enables it to examine fair lending compliance by many indirect auto lenders. We have enforcement authority over indirect auto lenders as well. The Bureau uses a variety of methods to identify legal violations and the choice of technique will often depend on the facts and circumstances. In the fair lending context, some violations can be determined by reviewing the text of an entity's policies, while other violations are determined using other additional methods, like comparative file reviews or statistical analyses.

Demographic information, such as race, sex, and ethnicity, are generally not collected by nonmortgage lenders but are vital to assessing fair lending compliance. Thus, Federal regulatory and enforcement agencies have long used proxy methods in nonmortgage data analyses. These methods are well accepted by economists and by regulators. Like other agencies, the Bureau also uses proxies for demographic characteristics. We have made clear that we base our proxies on publicly available data. For example, as a proxy for sex we use data on first names published by the Social Security Administration. For race and ethnicity, we use both surname and geographical data published by the Census Bureau. Various proxy techniques are publicly available in academic research, and we encourage indirect auto lenders to select a reasonable method and begin to examine their data, if they have not done so already.

RESPONSES TO WRITTEN QUESTIONS OF SENATOR MORAN FROM RICHARD CORDRAY

Q.1. The proposed rule to combine mortgage disclosures required by RESPA and TILA includes a requirement that consumers receive their closing disclosure 3 days before they actually close on their home. The proposed rule requires a second 3-day waiting period if there are any changes within 3 days of the scheduled closing. The proposed rule has very narrow exceptions for these last

minute changes. There are a lot of changes that can happen right before closing, sometimes the day of the closing on a final walk through of the property. Without flexibility in the regulation, re-triggering a second 3-day waiting period could cause frustrating, costly and unwanted delays for consumers. A delay could cause higher costs, higher fees, lost deposits or earnest money if the real estate contract requires the deal to close by a certain date and lost interest rate lock. In situations where the consumer is going to be hurt financially or otherwise harmed or perhaps they do not desire a second 3-day delay, how can consumers be given more flexibility to avoid these costly delays?

A.1. Based on what we have heard from consumers, lenders, and settlement agents, everyone is frustrated with the way closings are conducted today. One major source of this frustration is that consumers are first presented with certain critical information about their loans at the closing table. The proposal we are considering would require that consumers receive the final disclosure at least 3 days before closing, so they have the time to review the disclosure in an unpressured environment. This is intended to ensure that all consumers have time to review, question, and understand their transaction before they have to sign on the dotted line.

We understand, however, that sometimes things will change during the 3-day period between disclosure and closing. We also understand that not all changes justify delaying the closing date. Therefore, we proposed several exceptions specifying situations that would not trigger a second 3-day waiting period. One of these exceptions is for buyer and seller negotiations. For example, when a home is being purchased, the buyer typically performs a walk-through inspection the day before the closing. If the buyer identifies repairs that need to be made, the buyer and seller may negotiate a change in the transaction to cover the cost of those repairs. Our proposal would not delay the closing for these types of changes. We also proposed an exception for increases in costs up to one hundred dollars. In addition, we proposed to allow consumers to waive the 3-day period in situations of personal financial emergencies.

We understand your concern about delayed closings, which was also raised by numerous commenters. This is also a concern of the Bureau. Many of the comments on this issue suggested modifications to the proposed exceptions or the addition of new exceptions. We are reviewing these comments to determine the most appropriate way to provide meaningful consumer disclosure while, at the same time, avoid unnecessary delays in closings.

Q.2. During your testimony to the Senate Banking Committee the following statement was made: “So the issue of indirect auto lending is one that, at this point, we address in a very general way with . . . a legal analysis that leads to a legal conclusion. It’s not yet a factual conclusion about any particular instance, although there’s a lot to be heard about this area as you go around the country and listen to people, both lenders and borrowers both.” Please reconcile this remark with, and explain the specific basis for (to include providing any supporting data), the public statements made by the CFPB in the fair lending guidance or the accompanying

press release that the Bureau issued on March 21, 2013. If this was simply a legal analysis, why was it released as a guidance and for what reason would lender be compelled to begin complying immediately?

A.2. The legal analysis that the Bureau has undertaken, and that I referenced in my testimony, has focused on the question of whether and under what circumstances indirect auto lenders are creditors under the Equal Credit Opportunity Act (ECOA) and on the obligation that ECOA places on creditors to monitor the effect of their lending policies on protected classes. The Bulletin that the Bureau issued on March 21, 2013, contained the Bureau's legal analysis and conclusions on those questions. The Bureau published that Bulletin in order to provide transparency to indirect auto lenders with respect to the Bureau's perspective on these issues because that perspective will inform the examinations the Bureau conducts and will provide the legal framework that the Bureau will apply to the facts that the Bureau finds.

These questions about methodology and analysis are critical to the Bureau. As a data-driven organization, we want to be sure that our analysis of the auto finance industry is based on current and solid facts about the industry, its business practices, and its participants. In the past year, Bureau representatives have met with numerous individual lenders, auto lender associations, and dealer associations to learn about the industry and the statistical tools and proxies that the industry uses to self-monitor its lending activity for fair lending risk.

In a compliance bulletin published April 2012, the Bureau made clear that it would adhere to the fair lending principles outlined in Regulation B, the regulation originally promulgated by the Federal Reserve Board under ECOA. In particular, under the legal doctrine of disparate impact, a creditor may be responsible for a facially neutral policy or practice that is applied equally, if that policy or practice has, on a prohibited basis, a disproportionate adverse effect, unless the policy is justified by a "legitimate business need" that cannot reasonably be achieved as well by means that are less disparate in their impact.

There are multiple steps in assessing whether a facially neutral policy or practice violates the law. The first step concerns whether the policy or practice has a disparate impact on a prohibited basis (i.e., disproportionately, adversely affects borrowers on the basis of race, sex, national origin, etc.). However, even if a policy has a disparate impact, the policy does not violate the law if there is a legitimate business need for the policy that cannot reasonably be achieved as well by an alternative that has a discriminatory impact. If, however, a creditor has a policy or practice that is not justified by a legitimate business need, or the need could reasonably be met by an alternative with a less disparate impact, then the Bureau can pursue corrective action through the supervisory process or through enforcement action.

The evaluation of whether a facially neutral policy violates ECOA requires multiple steps and shifting burdens. Without applying all the requisite steps of the disparate impact analysis, the Bureau will not draw any conclusions about whether a facially neutral policy with a disparate impact on protected classes violates ECOA,

but the Bureau may note the existence of inadequately managed fair lending risk.

Q.3. The guidance issued on March 21st of this year stated the following: “The supervisory experience of the CFPB confirms that some indirect auto lenders have policies that allow auto dealers to mark up lender-established buy rates and that compensate dealers for those markups in the form of reserve Because of the incentives these policies create, and the discretion they permit, there is a significant risk that they will result in pricing disparities on the basis of race, national origin, and potentially other prohibited bases.” Please explain in detail how indirect auto lender policies that allow auto dealers to “mark up” lender-established buy rates create “incentives” that result in a significant risk of disparate impact on a prohibited basis. Please provide any data, studies, or other materials that resulted in this conclusion.

A.3. When a lender offers to pay higher compensation to a dealer if the dealer procures a higher-priced contract from a consumer, an incentive is creating to upcharge consumers. As a general matter, discretion in pricing can increase fair lending risk, as discussed in the Interagency Fair Lending Procedures, which have been adopted by all the Federal financial supervisors, including the Bureau. Discretion that is not properly controlled has often been a source of discriminatory disparities, both in auto lending and in other product markets like mortgage. Over the past decade, the Department of Justice has settled a number of cases in which discretionary pricing exercised by loan originators in wholesale transactions resulted in alleged disparities on the basis of race and ethnicity. In addition, evidence submitted in many private lawsuits from the last has revealed consistent disparities in markup that adversely affected African American and Hispanic borrowers.

The March compliance bulletin provides guidance about compliance with the fair lending requirements of the Equal Credit Opportunity Act (ECOA) and its implementing regulation, Regulation B, for indirect auto lenders that permit dealers to increase consumer interest rates and that compensate dealers with a share of the increased interest revenues. The Bureau published the bulletin in part to provide clarity for indirect auto lenders that may have been operating under the incorrect assumption that they cannot be liable under the ECOA for pricing disparities caused by markup and compensation policies.

Q.4. Mr. Cordray also stated to the Senate Banking Committee that there is a “possibility” that the Bureau would “write regulations” involving disparate impact in indirect auto lending. Please fully explain (i) what specific regulations the Bureau is considering writing, (ii) what specific determinations the Bureau would have to make before deciding to write such regulations, (iii) whether, and to what extent, the Bureau would coordinate with the Board of Governors of the Federal Reserve (FRB) and the Federal Trade Commission (FTC) as part of this process, and (iv) the most likely timetable for initiating this process.

A.4. The Bureau is not planning on writing specific regulations on auto lending at this time. However, the Bureau is preserving its option to use rulemaking as one of the regulatory tools to ensure

that the market for auto lending provides fair, equitable, and non-discriminatory access to credit for consumers.

Any decision by the Bureau to write regulations on disparate impact in indirect auto lending would depend on an evaluation of our statutory authority and the Bureau's view on the adequacy of existing regulations or other regulatory tools available to the Bureau to address risks to consumers arising from practices that may create disparate impacts in indirect auto lending. The Bureau would also consider the potential costs and benefits to, and potential impact on, consumers and industry stakeholders that would be covered by any potential regulations.

The Bureau is committed to working closely with the prudential regulators and other Federal agencies, including the Board of Governors of the Federal Reserve (FRB) and the Federal Trade Commission (FTC), in conjunction with any decision to write auto lending regulations. With regard to auto lending in particular, the Bureau's commitment to coordination with other regulators stems from a number of sources: (1) the Bureau's statutory obligation to consult with prudential and other appropriate Federal regulators in the process of its rulemakings; (2) the fact that other Federal regulators, including the FRB and FTC, have significant regulatory authority over auto lending; and (3) the Bureau's commitment to adopt regulations that both protect consumer interests, including access to credit, and preserve the ability of industry actors to pursue legitimate business objectives.

The Bureau is continuing to review the operations of indirect auto lenders to ensure their compliance with fair lending and other Federal consumer financial laws. The future timetable for any decision to begin developing regulations would depend on the results of that review, our evaluation of all tools available to us to address risks involving disparate impact in auto lending, and our assessment of market dynamics.

RESPONSES TO WRITTEN QUESTIONS OF SENATOR COBURN FROM RICHARD CORDRAY

Q.1. The list of contracts provided by the Consumer Financial Protection Bureau (CFPB) in response to Questions for the Record (QFRs) from the March 12, 2013, nominations hearing included a large number of professional services contracts, including for professional management and consulting services. What kinds of services are these contracted firms performing and does CFPB have any processes in place to prevent duplication of functions between different professional services contracts or interagency arrangements? What metrics does CFPB use to assess the value it obtains from contracting with private firms and what is the frequency of this evaluation process?

A.1. The Bureau does procure a variety of professional services and management consulting support, including strategy formulation, business initiative support, program/project management support, performance management support and performance improvements, contact center support, training, research, studies, and analyses. Early in our brief history, these services were often needed to support the Bureau's stand-up operations. All Bureau contract awards

above \$3,000 are reported, along with a description of the service or good, in the Federal Procurement Data System (FPDS). The FPDS system is publicly available and any contract listing or description can be accessed through the use of the FPDS Web site (www.FPDS.gov).

The Bureau mitigates any risk of duplication of functions between different professional services contracts or interagency arrangements through various methods. The Office of Procurement maintains an award tracker or pipeline that is updated regularly and monitored through a weekly briefing and evaluation with all staff. The document provides a comprehensive listing of the Bureau's planned and budgeted purchases, from origination to award. Managing the entire portfolio in this way allows for strategic sourcing decisions where needed and helps avoid redundancy between any planned or awarded agreements. The Bureau's internal control sheet, which is needed prior to any expenditure above \$3,000, provides additional risk mitigation. Before funds are released to the Office of Procurement, a control sheet is circulated from the Office of the Chief Financial Officer that requires cross functional approvals of the planned use of the funds. Investments above \$100,000 are approved in advance by the Senior Procurement Executive, Chief Financial Officer, Chief Operation Officer, and Chief of Staff. Lastly, our Investment Review Board, chaired by the Chief Financial Officer and comprised of senior agency staff, reviews and approves planned investments above \$500,000.

The value that the Bureau obtains from contracting with the vendor community is described in the Contracting Officer Representative's (COR) Monthly Performance Report. Each contract is assigned a COR at the time of award. CORs must take required training for certification and attend a monthly roundtable hosted by the Office of Procurement, which covers a variety of learning initiatives and best practice discussions. Further, each COR is responsible for submitting a Performance Report for monitored contracts exceeding \$150,000 to the Office of Procurement on a monthly basis. Each monthly report details the vendor's performance from the prior month and covers quality of service, cost control, timeliness of performance, and business relations. The Office of Procurement accumulates the individual reports and submits a comprehensive vendor scorecard to agency leadership, and the Office acts promptly to address any problems that appear in the monthly report. There is also a grading scale included in the scorecard that indicates change in performance from the previous month.

Q.2. The Government Accountability Office (GAO) identified concerns during the creation of the Department of Homeland Security (DHS) that an overreliance on contractors performing work that are inherently Government functions created risks for Government and taxpayer interests (GAO-08-142T). What steps is CFPB taking to maintain visibility into the work that is being performed by private sector consultants and to ensure that consultants are not performing any work that should only be done by Federal employees? What kind of controls and oversight procedures does CFPB have in place for private contracting services that obtain sensitive information, such as private consumer credit data?

A.2. The Bureau utilizes a Service Contract Code Worksheet in order to maintain visibility into the work being performed by private sector consultants and to ensure consultants are not performing any work that should only be done by Federal employees. The Worksheet is in response to the Office of Federal Procurement Policy's Policy Letter 11-01, which establishes requirements for review and management of service contracts over \$25,000. The form is a workforce balancing tool and also requires a service need to be vetted through the Chief Human Capital Officer to ensure any service request is not inherently governmental. Procurements can only proceed if the form is approved by CHCO and the service is not considered inherent to the Government.

Sensitive information is protected by the Bureau through specific controls. The Bureau includes contract language covering data rights usage for the development and production of any deliverable submission as a result of Bureau funding. The data rights language when utilized, allows the Bureau to govern access and distribution of any delivered data. Furthermore, vendors that may receive sensitive data in the course of performing contract requirements must sign a Non-Disclosure Agreement (NDA). The executed NDA does not allow a vendor to divulge any sensitive, unclassified or confidential information to any third party without the Bureau's express approval.

Q.3. Data provided in response to QFRs in March shows that CFPB is utilizing a number of contracts awarded by the Treasury, including sole source contracts. GAO has identified interagency contracting on its high risk list for many years due to problematic incentives it creates, including avoidance of competitive processes, conflicts of interest among participants in interagency contracts, and lack of adequate oversight. Please provide the specific justification for each case of why CFPB is utilizing contracts awarded by the Treasury. Among these, why have some of the interagency contracts been issued as sole source, rather than competed? How does CFPB coordinate with Treasury to ensure that proper oversight of interagency contracts is taking place? Is the CFPB paying fees to Treasury, or any other agency, that is providing contracting assistance? If so, what are the fee rates and what is the total amount of aggregate fees paid to each agency during FY2012 and FY2013?

A.3. During the stand-up of the Bureau as part of Treasury, the Bureau was able to access and order services from existing Treasury vehicles when deemed appropriate. The decision to utilize certain Treasury contract agreements was considered efficient as the service requirements already considered competition and were awarded with fair and reasonable pricing. Such ordering lowered opportunity cost and enabled crucial support of emergent needs as the Bureau continued to stand up. Treasury agreements were utilized to order or provide for human capital support services, technology services, independent audit services, and administrative support services. Ordered pricing was evaluated and determined fair and reasonable prior to award. In addition to utilizing Treasury contracts, the Bureau has and continues to engage in an interagency agreement with Treasury Departmental Offices to leverage printing and graphics, events planning, lease, and technology sup-

port services. Most interagency agreements such as the agreement with Treasury were placed under the authority of the Economy Act per Federal Acquisition Regulation 17.502-2. When issued, interagency agreements are not subject to competition requirements as the agreement is between two Government agencies and determined to be in the best interest of the Government as the services cannot be obtained as conveniently or economically by contracting direct with private sources. If the agreement results in the other Government agency utilizing contract services, then any such agreements are subject to the competition rules of the FAR or procurement rules of that particular agency.

Interagency contracts are jointly monitored by the participating agencies in the interagency contracts. The Bureau monitors interagency contracts similarly to contracts directly with private sources, ensuring services are provided within the contract terms and conditions. The Bureau also utilizes the contracting assistance of the Department of the Treasury's Bureau of the Public Debt Administrative Resource Center (BPD-ARC). The procurement services of BPD-ARC are defined in an interagency agreement. The BPD-ARC staff serve as an extension of the Bureau's internal Procurement team and are therefore managed as such. The procurement services cost \$771,394 in FY2012 and \$1,119,048 in FY2013.

Q.4. For each contract or task order awarded on a sole source basis during FY2012 and FY2013, please provide the written justification from the contract file describing why the contract was awarded on a sole source basis, as well as a summary of the statement of work describing the purpose of the contract.

A.4. See attached listing of sole source contracts with justifications included.

Contract/Requirement Number	Vendor Name	Acquisition Method	Sole Source Justification	Sole Source Justification	Description of Work
TYCSBP111006	LYME COMPUTER SYSTEMS, INC	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	<p>Only one vendor has a GSA schedule. Award was made in accordance with FAR 8.402 Priorities for Use of Government Supply Sources and FAR 8.405-6 - Limited Sources.</p> <p>Award was made to Lyme Computer for MATLAB software for use by UNFPCO and CPRL. Other statistical software is available, but only MATLAB has unique tools required by the agencies' missions that cannot be substituted.</p>	MATLAB Licenses
TYCSBP111006	MERICOM INCORPORATED	AUTHORIZED BY STATUTE	AUTHORIZED BY STATUTE	Authorized by Statute - FAR 6.302-5, Sole Source under 36A's §(j) Small Business Program.	Remedy Access Solution, services, and maintenance. Cisco, BMC, IBM, and Citrix hardware/software/maintenance.
TYCSBP120001	AMERICAN BANKERS ASSOCIATION	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	<p>CPFB has a requirement to obtain compliance training for its examiner workforce. The American Bankers Association represents banks of all sizes and is the only organization that provides the required training. The American Bankers Association has the same representation. Further, no other vendor can match the comprehensive compliance training program course offerings that ABA offers. There was one response to a request for information posted on FedBizOpps, and it was determined that the respondent (dominant) did not offer the same scope, and that its offerings were much more narrow.</p>	ABA Compliance Training
TYCSBP1200041	EXCELLA CONSULTING INCORPORATED	FOLLOW-ON ACTION FOLLOWING COMPETITIVE INITIAL ACTION	FOLLOW-ON ACTION FOLLOWING COMPETITIVE INITIAL ACTION	<p>Award was made in accordance with FAR 8.402 Priorities for Use of Government Supply Sources and FAR 8.405-6 - Limited Sources. Due to the criticality of the specialized experience provided by Excella resources, and in the interest of economy and efficiency, a short term task order was necessary to support the ongoing work of the CPFB. The task order was issued and original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures and was not previously issued under sole source or limited sources procedures.</p>	Web Developer Services
TYCSBP1200074	CELCO PARTNERSHIP DBA VERIZON WIRELESS	COMPETITIVE	COMPETITIVE	This was in fact a competitive procurement. Reporting in Federal Procurement Data System was corrected accordingly.	
TYCSBP1200064	CELCO PARTNERSHIP DBA VERIZON WIRELESS	COMPETITIVE	COMPETITIVE	This was in fact a competitive procurement. Reporting in Federal Procurement Data System was corrected accordingly.	
TYCSBP1200052	CENTER FOR CREATIVE LEADERSHIP INC	COMPETITIVE	COMPETITIVE	<p>This was in fact a competitive procurement. Reporting in Federal Procurement Data System was corrected accordingly. There was another, similar course found within CPFB's timeline for this requirement. We requested pricing and received 5 GSA quotes.</p>	Maximizing Your Leadership Potential Training
TYCSBP1200049	CENTER FOR CREATIVE LEADERSHIP INC	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	<p>This course is centered around CCL designed simulations and leadership assessments that are intellectual property of CCL. Market research indicated that CCL was the only vendor that can provide the requirements of this course with the level of experience needed to train CPFB staff so they can fulfill CPFB's mission.</p>	Developing the Strategic Leader Training
TYCSBP1200029	ENVIRONMENTAL SYSTEMS RESEARCH	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	<p>No similar product available on the market in terms of the features and capabilities the tool provides for manipulating geospatial data and performing analysis. This tool provides the unique capabilities required for the support of the Federal sector. The capabilities offered by the ESR products (i.e. the ArcGIS tool suite) are essential for CPFB staff in conducting effective data analysis, data modeling and management along with the ability to manage geodatabases. Award was made off GSA Schedules, which were precompeted and confirm with FAR 8.404.</p>	ArchInfo and ArcView user licenses

[illegible]

Contract/Agreement Number	Vendor Name	Authorized By Statute	Asset Description	Asset Source Justification	Description of Asset
CP1200002	TRANSITION, INC.	AUTHORIZED BY STATUTE		Authorized by Statute - FAM 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Cisco Network Equipment
CP1200018	HESS&V LLC	AUTHORIZED BY STATUTE		Authorized by Statute - FAM 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Discovery Solution
CP1200039	NASATKA BARNER, INCORPORATED	INHERITED FROM OCC		This procurement was inherited from OCC upon taking over 1700 O Street NW.	Vehicle Barrier Maintenance
CP1200008	CORPORATION FOR INTERPRESE DEVELOPMENT	UNIQUE SOURCE		Unique Source - FAM 6.302-3, Conference Co-sponsorship (Assets Learning Conference) requirement not available and exempt from competition	Co-Sponsorship of Research Forum
CP1200012	NATIONAL CONSUMER LAW CENTER, INC.	UNIQUE SOURCE		Ceding Offer. Contract was for less than \$2,000, meaning it was not available for competition and should have been labeled as a Purchase Order.	Consumer Rights Litigation Conference (2)
CP1200006	FEDERAL RADIO SERVICE, INC.	ONLY ONE SOURCE - OTHER		This procurement was inherited from OCC upon taking over 1700 O Street NW.	Annual service of airtime and maintenance for 26 ICOM AMP Trunked radios. Transferred from
CP1200003	NATIONAL CONSUMER LAW CENTER, INC.	UNIQUE SOURCE		Unique Source - FAM 6.302-3, Conference attendance. This unique, once-a-year conference is the most comprehensive conference on fair debt collection law practice, and is directly in line with CPFB's mission. CPFB-related topics are covered, as well as, credit reporting, bankruptcy, and ethical issues in fair debt collection cases.	Registration fee for 13 Attendees to NCLC Conference
CP1200005	MASTEL SYSTEMS LLC	ONLY ONE SOURCE - OTHER		Mastel is the building and access provider for 1750 Penn and 1801 L Street, NW and is the only company that can provide the space within these buildings.	HPD-12 Enrolling Station
CP1200001	HP ENTERPRISE SERVICES, LLC	ONLY ONE SOURCE - OTHER		HPSP-12 Credentialing Center. Only HP has permission to sell this product per the data service schedule. Only authorized reseller.	Two Light Credentialing Solution Kits, including maintenance
CP1200009	BLDS, LLC	NOBILIZATION, ESSENTIAL RELS, EXPERTS		BLDS is the only company that can provide the expert testimony for the CPFB enforcement actions based on personal knowledge of fair lending litigation, review of briefs, reported case decisions, and other literature. While BLDS is not the only company that can provide the expert testimony, its qualifications and credibility with respect to fair lending analysis and litigation were unmatched at the time. Award to an entity other than BLDS would weaken CPFB's ability to ensure that its enforcement actions were based on the most relevant analytical facts and presented to tribunals in the most effective manner.	Expert Witness Testimony and Related Services
CP1200009	PEGASUS RADIO CORP.	ONLY ONE SOURCE - OTHER		This procurement was inherited from OCC upon taking over 1700 O Street NW.	Airtime Subscription & Service
CP1200006	FREEMAN, H&C	PATENT/DATA RIGHTS		Unique Source - FAM 6.302-5, Data Rights. Use of Copyrighted Material for reproduction, alteration, and/or dissemination (Older American's Financial Explanation Guide). This contract is for purchase of a license to create a derivative work based on an existing publication.	License to use the Freeman's guide on financial explanation
CP1200013	ADVERTISING COUNCIL, INC., THE	UNIQUE SOURCE		Only One Responded Source (FAM 6.302-3). The Advertising Council has a unique position in the world of public service marketing, a position that makes it the only organization that can provide the expertise and resources to create a platform. It should be noted that various recent, relevant examples of similar Solicitor requirements awarded to the Advertising Council by other federal agencies can be found at the Governmentwide Point of Entry (https://www.gpo.gov/directories/procurement/awards/). The Advertising Council utilizes a proprietary media database and provides dissemination and outreach to the universe of national media outlets, more than 33,000, for multi-media campaigns. The Advertising Council has developed their proprietary media database and has been successful in securing advertising space from national media companies. The Advertising Council pays upfront commitments for more than half a billion dollars worth of donated media yearly.	Marketing Support Services
CP1200002	ARMEDIA LLC	AUTHORIZED BY STATUTE		Authorized by Statute - FAM 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Records Conversion to Electronic Media

Vendor Name		Source Not Considered		Solo Source and Location	
MECON INCORPORATED AMERICAN ENVIRONMENTAL ASSOCIATION NATURAL RESOURCES DEFENSE FUND NATURAL ASSOCIATION OF COLLEGES AND UNIVERSITIES	AUTHORISED BY STATUTE	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	Authorized by Statute - FAR 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Procurement of Black Hardware/Software/Maintenance.
				See FY 12 Tab, Duplicate	MAQU Internship Placement Services
				See FY 12 Tab, Duplicate	
				See FY 12 Tab, Duplicate	
CAZARON, LLC GITRUE, INC.	AUTHORISED BY STATUTE	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	Award was made in accordance with FAR 8.002. Priorities for Use of Government Property and Government Services. The award was made to the only source that met the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management.	ZiScop Email Encryption Software and Ancillary Installation Services
				Authorized by Statute - FAR 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Interior Design Services
EXCELIA CONSULTING INCORPORATED ENVIRONMENTAL SYSTEMS RESEARCH ENVIRONMENTAL SYSTEMS RESEARCH, LLC REDUCE GREEN PUBLISHING GROUP	FOLLOW ON ACTION FOLLOWING COMPETITIVE INITIAL ACTION	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	Gitrue is the industry standard product for software development teams seeking to implement a Git-based environment. It includes a full set of software project management tools, including code review and discussion. CFPB requires this feature set in a product that can be hosted inside an organization's firewall, and can be provisioned in a virtual appliance that gives developers easy administrative access to the platform's background engines. The several products can either be hosted on-premise or in the cloud. The award was made to the only source that met the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management.	GitLab Enterprise Licenses
				See FY 12 Tab, Duplicate	
				See FY 12 Tab, Duplicate	
				See FY 12 Tab, Duplicate	Web Development as a Managed Services Support
WILLOW WOOD CONSULTING, LLC RED SOLVE LLC FELT LLC	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	Authorized by Statute - FAR 6.302-5, Sole Source under SBA's 8(a) Small Business Program.	Maintenance and Support for CFPB owned Clearwell eDiscovery Licenses
				See FY 12 Tab, Duplicate	Federal Labor Relations Authority Training
				See FY 12 Tab, Duplicate	Student Ambassador Program Development
PARTNERSHIP FOR PUBLIC SERVICE, INC.	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	ONLY ONE SOURCE - OTHER	Being done to the Bureau's headquarters in Washington, DC. The award was made to the only source that met the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management. The award was made to the only source that met the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management. The award was made to the only source that met the Government's total requirement for seamless integration, manageability, interoperability, maintainability and security management.	

Registration		Data Source Information		Registration Office	
EXPERIAN INFORMATION SOLUTIONS, INC.		EXPERIAN INFORMATION SOLUTIONS, INC.		EXPERIAN INFORMATION SOLUTIONS, INC.	
UNIQUE SOURCE		Experian's product is the only available database that gives CFPB necessary information regarding the lender/finance company, vehicle dealer, consumer credit characteristics, and the collateral valuation of auto finance transactions. A notice to the lender/finance company is required to be provided to the consumer prior to the loan. The lender/finance company is required to provide the consumer with a copy of the loan agreement and a copy of the vehicle dealer's information. The lender/finance company is required to provide the consumer with a copy of the vehicle dealer's information. The lender/finance company is required to provide the consumer with a copy of the vehicle dealer's information.		Auto Court Market Share, Risk Report, NADA Value Data Modules	
EASTLE SYSTEMS LLC		ONLY ONE SOURCE - OTHER		See FY 12 Tab, Duplicate	
UDS, LLC		MODULIZATION, ESSENTIAL RSD, EXPERT SERVICES		See FY 12 Tab, Duplicate	

Q.5. On March 21st, CFPB issued a guidance bulletin announcing that it will treat indirect auto lenders as creditors subject to the Equal Credit Opportunity Act (ECOA), specifically targeting “dealer markup and compensation” arrangements between dealers and lenders that may result in discriminatory pricing. CFPB’s usage of “disparate impact” holds lenders liable for actions that have a discriminatory effect, even without discriminatory intent. Please provide a detailed methodology CFPB plans to utilize to analyze and identify cases of disparate impact in the indirect auto lending sector.

A.5. These questions about methodology and analysis are critical to the Bureau. As a data-driven organization, we want to be sure that our analysis of the auto finance industry is based on current and solid facts about the industry, its business practices, and its participants. In the past year, Bureau representatives have met with numerous individual lenders, auto lender associations, and dealer associations to learn about the industry and the statistical tools and proxies that industry uses to self-monitor its lending activity for fair lending risk.

In a compliance bulletin published April 2012, the Bureau made clear that it would adhere to the fair lending principles outlined in Regulation B, the regulation originally promulgated by the Federal Reserve Board under ECOA. In particular, under the legal doctrine of disparate impact, a creditor may be responsible for a facially neutral policy or practice that is applied equally, if that policy or practice has, on a prohibited basis, a disproportionate adverse effect, unless the policy is justified by a “legitimate business need” that cannot reasonably be achieved as well by means that are less disparate in their impact.

There are multiple steps in assessing whether a facially neutral policy or practice violates the law. The first step concerns whether the policy or practice has a disparate impact on a prohibited basis (i.e., disproportionately, adversely affects borrowers on the basis of race, sex, national origin, etc.). However, even if a policy has a disparate impact, the policy does not violate the law if there is a legitimate business need for the policy that cannot reasonably be achieved as well by an alternative that has a discriminatory impact. If, however, a creditor has a policy or practice that is not justified by a legitimate business need, or the need could reasonably be met by an alternative with a less disparate impact, then the Bureau can pursue corrective action through the supervisory process or through enforcement action.

The evaluation of whether a facially neutral policy violates ECOA requires multiple steps and shifting burdens. Without applying all the requisite steps of the disparate impact analysis, the Bureau will not draw any conclusions about whether a facially neutral policy with a disparate impact on protected classes violates ECOA, but the Bureau may note the existence of inadequately managed fair lending risk.

Demographic information, such as race, sex, and ethnicity, are generally not collected by nonmortgage lenders but are vital to assessing fair lending compliance. Thus, Federal regulatory and enforcement agencies have long used proxy methods in nonmortgage data analyses. These methods are well accepted by economists and

by regulators. Like other agencies, the Bureau also uses proxies for demographic characteristics. We have made clear that we base our proxies on publicly available data. For example, as a proxy for sex we use data on first names published by the Social Security Administration. For race and ethnicity, we use both surname and geographical data published by the Census Bureau. Various proxy techniques are publicly available in academic research, and we encourage indirect auto lenders to select a reasonable method and begin to examine their data, if they have not done so already.

Q.6. In Assistant Director Busette's testimony during an April 26, 2012, hearing in front of the Subcommittee on Oversight of Government Management, and again in a letter submitted to GAO on July 3, 2012, references to a CFPB initiative titled the Financial Education Program Evaluation Project were made. According to the testimony and letter, this initiative would use rigorous quantitative methodologies to assess the effectiveness of existing Federal financial education programs. Does CFPB still plan to undertake and complete an analysis of existing Federal financial literacy programs? What metrics does CFPB use to assess the effectiveness of the agency's financial literacy activities? What steps has CFPB taken to ensure its financial education programs do not overlap or duplicate the multitude of existing financial education programs identified by GAO?

A.6. The Bureau is committed to ensuring that its activities are informed by data and analytics. As part of that effort, the Bureau's Office of Financial Education (OFE) has launched its initial Financial Education Program Evaluation Project. Using rigorous quantitative methodologies, this project will assess the effectiveness of several existing financial education programs. We intend to use the insights from this study to provide direction to practitioners about how to design and support effective financial capability and money confidence programs.

When the research is complete, we will understand whether these programs are effective in imparting personal financial management knowledge and skills to program participants, and if so, what elements account for this success. Our goal is to broadly share the results with Federal Government agencies and other non-Federal providers of financial education so that they can integrate the findings from this research into their offerings. At this time, we do not anticipate undertaking an assessment of other Federal Government agencies' financial education. However, we will facilitate the sharing of programmatic best practices, evaluation methodologies, and common metrics that promote effective financial education among practitioners and other researchers.

We use a variety of metrics to assess the effectiveness of our activities and each activity may have a different metric. For example, in the case of the Financial Education Program Evaluation project, we measure effective performance by the quality and timeliness of the project's interim and final deliverables. For our tools and publications, we measure public demand for the materials by, for instance, the number of downloads or fulfillment requests.

OFE is engaged in initiatives that advance financial education opportunities for American families in a manner that leverages and

complements existing Federal efforts. By meaningfully engaging with other agencies, including Financial Literacy and Education Commission (FLEC) partners, we work to delineate roles and responsibilities, to improve coordination, and avoid duplication while working to fulfill our statutory mandate to educate and empower consumers to make informed financial decisions. I serve as the Vice-Chairman of the Financial Literacy and Education Commission. OFE staff meets regularly with the Department of the Treasury staff members in the Office of Financial Education and Financial Access to ensure coordination. As you are probably aware, the GAO has recently indicated in its *2013 Annual Report: Actions Needed to Reduce Fragmentation, Overlap, and Duplication and Achieve Other Financial Benefits* that all actions in the financial literacy areas contained within the two previous reports were addressed.

The complex financial marketplace creates special challenges for consumers and requires a range of strategies and approaches. We are committed to thoughtfully focusing the talent of the Bureau on ensuring that American families understand the choices available to them as they manage their finances. We are equally committed to continuing our work with Federal agency partners to leverage all available resources, expertise, and opportunities for improving the financial well-being of consumers.

ADDITIONAL MATERIAL SUPPLIED FOR THE RECORD

**SEMI-ANNUAL REPORT OF THE CONSUMER FINANCIAL PROTECTION
BUREAU**

JULY 1, 2012 – DECEMBER 31, 2012

Semi-Annual Report

of the Consumer Financial Protection Bureau

Message from Richard Cordray

Director of the CFPB



At the Consumer Financial Protection Bureau, we are the nation's first federal agency whose sole focus is protecting consumers in the financial marketplace. We are dedicated to improving the lives of everyday Americans.

Two founding principles that lie at the heart of the American dream are equal opportunity and the opportunity for upward mobility. The consumer financial markets allow people to climb this economic ladder, and our job at the Bureau is to hold that ladder steady.

This Semi-Annual Report reflects the Bureau's efforts to do just that. Through even-handed and reasonable oversight of the market, the Bureau is working to make the market fair, transparent, and competitive, as the Dodd-Frank Act directs us to do. Through our enforcement actions, we have obtained about \$425 million in refunds for consumers who were wronged by credit card companies.

We have established a number of tools to equip consumers with the information they need to make responsible financial decisions. We have answered nearly 1,000 of consumers' most frequently asked questions, and if you have more questions, you can ask us at consumerfinance.gov/AskCFPB. Our [Financial Aid Shopping Sheet](#) and [Financial Aid Comparison Shopper](#) have been helping students and their families better understand the student loan process.

Consumers deserve to be treated fairly and have someone on their side when they are not. To that end, the Bureau has strengthened our Office of Consumer Response and since our doors

opened in July 2011, we have received over 100,000 consumer complaints from people seeking help on topics such as their mortgages, credit cards, bank products, student loans, and credit reporting.

Each day, we work to accomplish the goals of renewing consumers' trust in the marketplace and ensuring that financial products and services help consumers climb that economic ladder of opportunity. Any progress we are making is attributable to the hard work performed by our team - people of the highest caliber who are dedicated to public service and protecting American consumers.

We look forward to continuing to fulfill Congress's vision of an agency dedicated to cultivating a consumer financial marketplace based on responsible practices, sound innovation, and excellent customer service.

Sincerely,

A handwritten signature in blue ink that reads "Richard Cordray". The signature is written in a cursive, flowing style.

Richard Cordray

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1. Executive Summary

The Consumer Financial Protection Bureau (CFPB or Bureau) is the nation's first federal agency focused solely on consumer financial protection.¹ The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) created the CFPB to protect consumers of financial products and services and to encourage the fair, transparent and competitive operation of consumer financial markets. The Bureau's mission is to make consumer financial markets work for American consumers, honest businesses, and the economy as a whole.

The CFPB proudly presents its third Semi-Annual Report to the President and to Congress, in fulfillment of its statutory responsibility and commitment to accountability and transparency. This report updates the Congress and the American people on the Bureau's mission, activities, accomplishments and publications since its last Semi-Annual Report², and additional information required by the Dodd-Frank Act.³

¹ Previously, seven different federal agencies were responsible for rulemaking, supervision, and enforcement relating to consumer financial protection. The agencies which previously administered statutes transferred to the Bureau are the Federal Reserve Board (and the Federal Reserve Banks), Department of Housing and Urban Development (HUD), Federal Deposit Insurance Corporation (FDIC), Federal Trade Commission (FTC), National Credit Union Administration (NCUA), Office of the Comptroller of the Currency (OCC), and Office of Thrift Supervision (OTS).

² The last Semi-Annual Report was published in July 2012 and may be viewed at http://files.consumerfinance.gov/f/201207_cfpb_Semi-Annual_Report.pdf.

³ The Semi-Annual Report *primarily* covers six-month increments beginning January 1st and July 1st. Certain sections of this report cover the time period between January 1, 2012 and December 31, 2012. Appendix B provides a guide to the Bureau's response to the reporting requirements of Section 1016(c) of the Dodd-Frank Act.

The Dodd-Frank Act requires the CFPB to:

- Ensure that consumers have timely and understandable information to make responsible decisions about financial transactions;
- Protect consumers from unfair, deceptive, or abusive acts and practices, and from discrimination;
- Identify and address outdated, unnecessary, or unduly burdensome regulations;
- Promote fair competition by consistent enforcement of the consumer protection laws in the Bureau's jurisdiction; and
- Ensure that markets for consumer financial products and services operate transparently and efficiently to facilitate access and innovation.⁴

The Bureau has continued its efforts to listen and respond to consumers and industry, to develop into a great institution worthy of the responsibility statutorily given to it by Congress, and to be a resource for the American consumer.

1.1 Consumer Challenges in Obtaining Financial Products and Services

In 2012, the Bureau sought input from consumers nationwide through different listening events, roundtables and town halls, and from our website, consumerfinance.gov. We seek to learn about their experiences with financial products and services, and collecting consumer input is an important step toward understanding consumer challenges in obtaining financial products and services in our troubling economic times. Consumer input is important for numerous reasons, including development of a research and data-driven agenda and various tools designed to help consumers of the financial services market obtain the products and services they need. We also desire to help the providers of those products and services comply with applicable regulations and keep the playing field fair for all participants.

The Bureau has also continued to improve and expand the capabilities of its Office of Consumer Response to receive, process, and facilitate responses to consumer complaints, as well as

⁴ See Dodd-Frank Act, Pub. L. No. 111-203, Sec. 1021(b).

establish a Consumer Complaint Database. The CFPB continually gathers data and information about consumers' behaviors, choices and experiences when they shop for financial products and how the market, market participants, and sales practices may influence the decisions that consumers make.

1.2 Delivering for American Consumers and Leveling the Playing Field

The CFPB continued to both develop and expand as a resource for consumers in 2012. For example, the CFPB's Consumer Education and Engagement Division developed and implemented initiatives to educate and empower consumers to make informed financial decisions. Its information-gathering efforts, educational tools, and reports include programs directed toward particular populations, such as service members, older Americans, and students. The Division of Supervision, Enforcement, and Fair Lending focused its efforts in 2012 on ensuring compliance with federal consumer financial laws and holding financial institutions accountable for their violations of those laws. The Research, Markets and Regulations Division focused its efforts on promoting markets in which consumers can shop effectively for financial products and services and finalizing a number of regulations implementing changes made by the Dodd-Frank Act to the laws governing various aspects of the mortgage market, including the origination and servicing of mortgages. While the various divisions of the Bureau play different roles in carrying out the Bureau's mission, they all work together to protect and educate consumers, keep the playing field fair for participants, and fulfill our statutory obligations under the Dodd-Frank Act.

In 2012, the Bureau also:

- Engaged in extensive outreach to consumers and industry throughout the country;
- Established advisory bodies, and initiated and developed partnerships with federal agencies, state financial regulatory entities, and state attorneys general;
- Implemented statutory protections for consumers who use consumer financial products and services, and continued the process of streamlining regulations that the CFPB inherited from other federal regulatory agencies; and
- Launched programs for supervising large banks, non-banks, and companies that provide consumer financial products and services, and investigated potential violations of consumer financial laws under the Bureau's jurisdiction.

1.3 Building a Great Institution

Many of these efforts have taken place during the Bureau's first full year as an independent regulatory agency. As of December 15, 2012, the CFPB team consisted of 1,073 employees working to carry out the Bureau's mission. It has worked to build a human and physical infrastructure that promotes – and will continue to promote – transparency, accountability, fairness, and service to the public. That includes:

- Demonstrating a strong commitment to openness and utilizing the Bureau's website to share information on its operations;
- Recruiting highly qualified personnel;
- Providing training and engagement opportunities for CFPB staff to improve skills, increase knowledge, and maintain excellence; and
- Promoting diversity in the CFPB's workforce and among its contractors, including through the Bureau's Office of Minority and Women Inclusion.



CFPB employees at an All Hands Meeting in August 2012

The CFPB is proud of the accomplishments it achieved in 2012, but this marks only the beginning of the Bureau's work on behalf of consumers and providers of financial products and services. In 2013, the CFPB's efforts to make consumer financial markets work better will

continue to expand. We invite you to visit the CFPB's website at consumerfinance.gov for updates on our work over the coming months.

2. Consumer Challenges in Obtaining Financial Products and Services

The challenges consumers face in obtaining financial products and services are a driving force behind the CFPB's efforts to make consumer financial markets work better. Listening and responding to consumers are integral components of our mission, and the Bureau provides numerous ways for consumers to make their voices heard.

2.1 Consumer Concerns

Financial markets are rooted in the daily lives and the financial and credit needs of individual Americans. Consumer financial products and services, when understood and appropriately used, can bring broad benefits to consumers. Savings accounts are a first step to help people pursue their dreams, and checking accounts facilitate everyday transactions. Mortgages help people buy homes and pay for them over time. Credit cards give people convenient access to money when needed. Student loans allow people who lack means but have talent and ambition to pursue their deepest aspirations.

Over the past year, consumers have shared with the CFPB their experiences – positive and negative – with financial products and services. Consumers have the opportunity to provide the CFPB with such feedback through a variety of forums, including, among others, the [“Tell Your Story” feature on the CFPB’s website](#), roundtables, town halls, and field hearings. This feedback is critical to our efforts to understand the challenges consumers face in obtaining the financial products and services they need.

The stories consumers have shared with the Bureau through “Tell Your Story” cover a wide range of financial products and services, and provide snapshots of consumers’ day-to-day experiences in the financial marketplace. Consumers’ stories are reviewed by CFPB staff and further the Bureau’s understanding of current issues in the financial marketplace. They also supplement what we learn from listening to consumer complaints.⁵ For example, consumers’ stories about student loans echo the issues raised in the CFPB Student Loan Ombudsman’s Annual Report about student loan complaints. The stories reflect consumers’ frustrations with loan origination and repayment, and often describe how these challenges have affected their day-to-day lives, as well as their long-term plans.

Consumers have expressed how their lives have been negatively impacted by their student loan obligations. For example, some consumers have reported:

- Experiencing difficulty balancing paying for basic necessities (housing, food, transportation, healthcare) while having to repay student loan debt;
- Amassing credit card debt to cover shortfalls due to having to repay student loan debt;
- Delaying family planning (marriage, children) because of their debt burden; and
- Being fearful that their debt burden will prevent them from owning a home, saving for their children’s education, and/or saving for retirement.

Stories illustrate that the lives of borrowers’ family members have been adversely affected as well:

- Parents and/or grandparents who cosigned for borrowers unable to repay their loans are now faced with having to repay these loans;
- Parents and/or grandparents who borrowed money to help their children and/or grandchildren pay for school are unable to repay the loans due to lost income; and
- Family members are harassed by debt collectors collecting on student loans, even if they did not cosign.

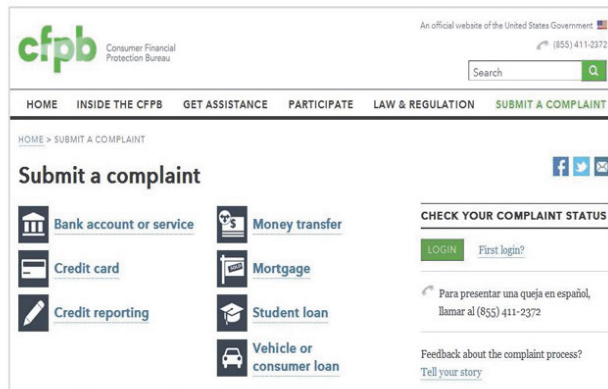
In addition to “Tell Your Story,” consumers have opportunities to voice concerns and share their experiences in person. Consumers and advocates have participated in large Bureau-sponsored

⁵ Consumer complaints are submissions that express dissatisfaction with, or communicate suspicion of wrongful conduct by, an identifiable entity related to a consumer’s personal experience with a financial product or service.

public events in [Detroit, MI](#), [St. Louis, MO](#), [Seattle, WA](#), and [Mountain View, CA](#)⁶, including town halls, field hearings and public meetings, focused on particular consumer finance issues. These events have drawn hundreds of participants, many of whom have shared their personal experiences with credit reporting, debt collection, and other consumer financial issues.

The CFPB's Office of Community Affairs (OCA) has also hosted roundtable conversations with leaders of consumer, civil rights, community, housing, faith, student, women, and other organizations. The roundtables have provided opportunities for stakeholders to meet with Director Cordray and other key Bureau staff to share their ground-level perspectives on key consumer finance issues that affect their communities.

Collecting, investigating, and responding to consumer complaints are integral parts of the CFPB's work, as Congress set forth in the Dodd-Frank Act.⁷ The Office of Consumer Response hears directly from consumers about the challenges they face in the marketplace, brings their concerns to the attention of companies, and assists in addressing their complaints.



consumerfinance.gov/complaint

⁶ Between July 1, 2012 and December 31, 2012.

⁷ See Dodd-Frank Act, Pub. L. No. 111-203, Sec. 1021(c)(2).

The CFPB began Consumer Response operations on July 21, 2011, by accepting consumer complaints about credit cards. Consumer Response now accepts complaints related to bank accounts and services, private student loans, mortgages, other consumer loans, and most recently, on October 22, 2012, it began handling credit reporting complaints. The CFPB continues to work toward expanding its complaint handling capacity to include other products and services, such as money transfers, payday loans, and debt collection. Consumers may also contact the CFPB with questions about other products and services. The Bureau answers these questions and refers consumers to other regulators or additional resources as appropriate.



consumerfinance.gov/complaintdatabase

Information about consumer credit card complaints is available to the public, through the CFPB's public Consumer Complaint Database, launched on June 19, 2012.⁸ Initially populated with credit card complaints received by the CFPB, the database was expanded in October 2012 to include consumer credit card complaints dating back to December 1, 2011. A complaint is listed in the database when the company responds to the complaint confirming a commercial relationship with the consumer, or after the company has had the complaint for 15 days, whichever comes first. Complaints can be removed if they do not meet all of the publication criteria.

The database is live, updates daily, and contains certain individual complaint-level data collected by the CFPB, including the type of complaint, the date of submission, the consumer's zip code, and the company that the complaint concerns. The database also includes information about the actions taken by a company in response to a complaint – whether the company's response was timely, how the company responded, and whether the consumer disputed the company's response. The database does not include confidential information about consumers' identities. Web-based and user-friendly features of the database include the ability to filter data based on specific search criteria, aggregate data in various ways, such as by complaint type, company, zip code, date, or any combination of available variables, and download data. Information from the database has been shared and evaluated on social media and using other new applications.

In the summer of 2012, the CFPB asked for public comment on adding complaints about other consumer financial products and services under its authority to the Consumer Complaint Database and received a wide range of comments from interested stakeholders.⁹ The CFPB continues to evaluate, among other things, the release of consumer narratives, the potential for normalization of data to make comparisons easier, and the expansion of functionality to improve user experience.

⁸ In December 2011, the CFPB asked the public to comment on a proposed policy of making some credit card complaint data publicly available. After considering those comments, the CFPB finalized its policy for disclosing some of the data through its Consumer Complaint Database ([Policy Statement](#)). See *Disclosure of Certain Credit Card Complaint Data*, 77 Fed. Reg. 37,558 (June 22, 2012).

⁹ In June 2012, the CFPB asked the public to comment on a proposed policy of duplicating the data disclosure practices described in the Policy Statement for consumer complaints about other consumer financial products and services within the Bureau's jurisdiction. 77 FR 37616 (June 22, 2012).

2.1.1 How the CFPB Handles Complaints

In keeping with the CFPB's statutory responsibility and its commitment to accountability, the following pages provide an overview of the handling and analysis of complaints received by Consumer Response from January 1, 2012 through December 31, 2012.

Consumer Response screens all complaints submitted by consumers based on several criteria, including whether the complaint falls within the CFPB's primary enforcement authority, whether the complaint is complete, and whether the complaint is duplicative of a prior submission by the same consumer. Screened complaints are forwarded via a secure web portal to the appropriate company.¹⁰ The company reviews the information, communicates with the consumer as needed, and determines what action to take in response. Then, the company reports back to the consumer and the CFPB via the secure "company portal", and the Bureau invites the consumer to review the response and provide feedback. Consumer Response reviews the feedback consumers provide about company responses, using this information along with other information such as the timeliness of the company's response,¹¹ for example, to help prioritize complaints for investigation. Consumers who have submitted complaints to the Bureau through Consumer Response can log onto the secure "consumer portal" available on the CFPB's website, or call a toll-free number, to receive status updates, provide additional information, and review responses provided to the consumer by the company.



Throughout this process, subject-matter experts help monitor certain complaints. For example, the Office of Servicemember Affairs coordinates on complaints filed by servicemembers or their spouses and dependents.

¹⁰ If a particular complaint does not involve a product or market that is within the Bureau's jurisdiction, or that is currently being handled by the Bureau, Consumer Response refers it to the appropriate regulator.

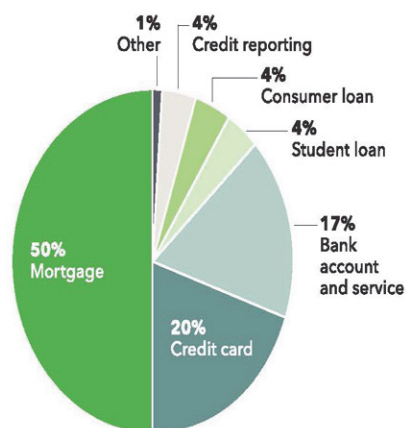
¹¹ The CFPB requests that companies respond to complaints within 15 calendar days. If a complaint cannot be closed within 15 calendar days, a company may indicate that its work on the complaint is "In progress" and provide a final response within 60 calendar days.

Consumer Response continually strives to improve data quality and protect sensitive information, while increasingly making data about the complaints the CFPB receives available through reports to Congress and the public, and by sharing certain data with the public through the Consumer Complaint Database.

2.1.2 Complaints Received by the CFPB

Between January 1, 2012 and December 31, 2012, the CFPB received approximately 91,000 consumer complaints.¹²

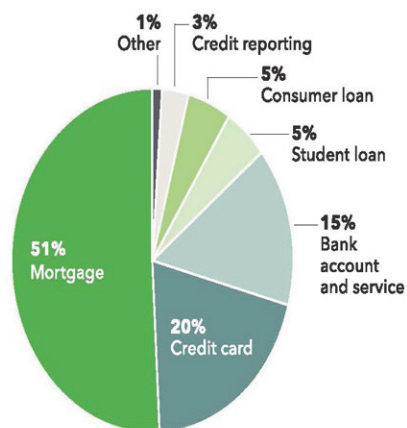
FIGURE 1: CONSUMER COMPLAINTS BY PRODUCT



The Dodd-Frank Act created the Office of Servicemember Affairs at CFPB to address the specific challenges faced by servicemembers, veterans, and their families (collectively “servicemembers”). It monitors complaints from servicemembers in conjunction with Consumer Response. Between January 1, 2012 and December 31, 2012, approximately 3,500 complaints were submitted by servicemembers.

¹² This analysis excludes multiple complaints submitted by a given consumer on the same issue and whistleblower tips. All data are current as of January 1, 2013. Since launching Consumer Response operations on July 21, 2011, the CFPB has received approximately 104,000 consumer complaints.

FIGURE 2: SERVICEMEMBER COMPLAINTS BY PRODUCT



Approximately 46% of all consumer complaints were submitted through the CFPB's website and 9% via telephone calls. Referrals accounted for 34% of all complaints received, with the remainder submitted by mail, email, and fax.

The tables and figures presented below show complaints by type, actions taken, company responses, and consumers' feedback about company responses.¹³

¹³ Percentages may not sum to 100% due to rounding.

CONSUMERS' CREDIT CARD COMPLAINTS

Table 1 shows the most common types of credit card complaints that the CFPB has received as reported by consumers. 67% of the approximately 18,600 credit card complaints fell into these 10 categories.

TABLE 1: MOST COMMON CREDIT CARD COMPLAINTS REPORTED BY CONSUMERS

Complaint	%
Billing disputes	14%
Annual Percentage Rate (APR) or interest rate	10%
Credit reporting	8%
Identity theft/Fraud/Embezzlement	7%
Closing/Cancelling account	6%
Collection practices	5%
Other	5%
Late fee	4%
Credit card protection/Debt protection	4%
Collection debt dispute	4%
Credit Card Complaints in Top 10 Types	67%

As the table illustrates, billing disputes are the most common type of credit card complaint. Some consumers are confused and frustrated by the process and by their limited ability to challenge inaccuracies on their monthly credit card billing statements. For example, some consumers realize only after their claim has been denied that they needed to notify their credit card companies within 60 days of any billing errors. In other cases, consumers are not aware that companies typically do not stop a merchant charge once the cardholder has authorized it, or do not override a merchant's "no-return policy." Other common types of credit card complaints

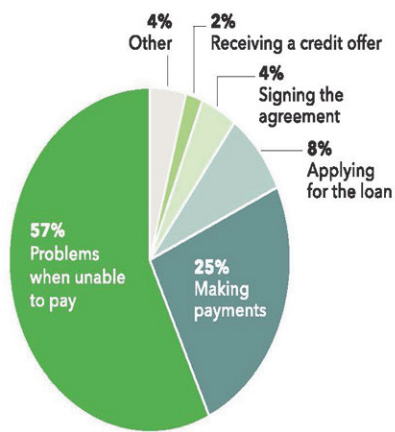
relate to annual percentage rates (APRs) or interest rates, credit reporting, and identity theft, fraud, or embezzlement.

The CFPB generally has relied on the consumer's characterization of his or her complaint to identify its nature for analytical purposes. However, the CFPB's experience to date suggests that consumers may have differing interpretations of what these categories mean. For example, one consumer might choose to categorize a problem as a billing dispute, while another might identify the same issue as a concern with a provider's setting or changing of an interest rate. To improve our reporting on the data we receive, the Bureau is evaluating the use of these categories by consumers to date and developing a simplified identification scheme to promote more consistent categorization of complaints.

CONSUMERS' MORTGAGE COMPLAINTS

Figure 3 shows the types of mortgage complaints reported by consumers for the approximately 45,200 mortgage complaints the CFPB has received.

FIGURE 3: TYPES OF MORTGAGE COMPLAINTS REPORTED BY CONSUMERS



Complaint	%
Problems when you are unable to pay (<i>Loan modification, collection, foreclosure</i>)	57%
Making payments (<i>Loan servicing, payments, escrow accounts</i>)	25%
Applying for the loan (<i>Application, originator, mortgage broker</i>)	8%
Signing the agreement (<i>Settlement process and costs</i>)	4%
Other	4%
Receiving a credit offer (<i>Credit decision/Underwriting</i>)	2%
Total Mortgage Complaints	100%

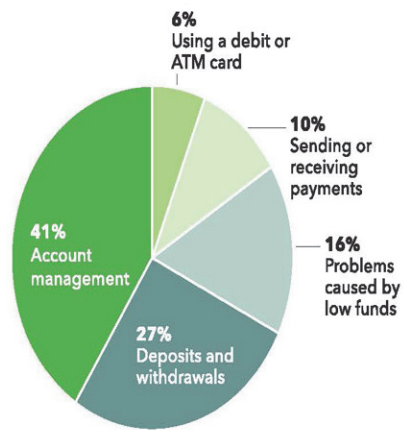
The most common type of mortgage complaint concerns problems consumers face when they are unable to make payments, such as loan modifications, collections, or foreclosures. Consumers who have submitted these complaints generally appear to be driven by a desire to seek agreement with their companies on foreclosure alternatives. These complaints indicate that consumer confusion persists around the process and requirements for obtaining loan modifications and refinancing, especially regarding document submission timeframes, payment trial periods, allocation of payments, treatment of income in eligibility calculations, and credit bureau reporting during the evaluation period. The shelf life of documents provided as part of the loan modification process is of particular concern to consumers. Although consumers must provide documents within short time periods and income documentation generally remains valid for up to 60 days, lengthy evaluation periods can result in consumers having to resubmit documentation – sometimes more than once, contributing to consumer fatigue and frustration with these processes.

Other common types of mortgage complaints address issues related to making payments, such as loan servicing, payments, or escrow accounts. For example, consumers express confusion as to whether making timely trial period payments will guarantee placement into a permanent modification. Issues related to applying for the loan, such as the application, the originator, or the mortgage broker, are also among the most common types of mortgage complaints.

CONSUMERS' BANK ACCOUNT AND SERVICE COMPLAINTS

Figure 4 shows the types of bank account and service complaints, such as complaints about checking and savings accounts, reported by consumers for the approximately 15,700 complaints received by the CFPB.

FIGURE 4: TYPES OF BANK ACCOUNT AND SERVICE COMPLAINTS REPORTED BY CONSUMERS



Complaint	%
Account opening, closing, or management (<i>Confusing marketing, denial, disclosure, fees, closure, interest, statements, joint accounts</i>)	41%
Deposits and withdrawals (<i>Availability of deposits, withdrawal problems and penalties, unauthorized transactions, check cashing, payroll deposit problems, lost or missing funds, transaction holds</i>)	27%
Problems caused by my funds being low (<i>Overdraft fees, late fees, bounced checks, credit reporting</i>)	16%
Making or receiving payments, sending money to others (<i>Problems with payments by check, card, phone or online, unauthorized or fraudulent transactions, money/wire transfers</i>)	10%
Using a debit or ATM card (<i>Disputed transaction, unauthorized card use, ATM or debit card fees, ATM problems</i>)	6%

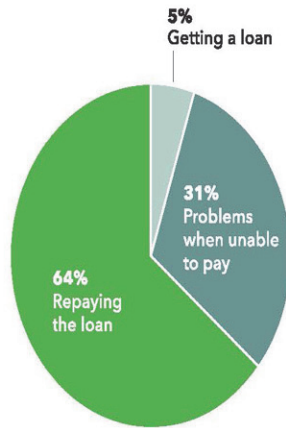
Total Bank Account and Service Complaints	100%
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As the table illustrates, the most common type of bank account and service complaint relates to opening, closing, or managing the account. These complaints address issues such as confusing marketing, denial, fees, statements, and joint accounts. Other common complaints relate to deposit and withdrawal issues, such as transaction holds and unauthorized transactions, and problems caused by the consumer's funds being low, including bounced checks, overdraft and late fees, and credit reporting. Many consumers remain frustrated with overdraft fees and the wide discretion companies have to assess these and other fees, so long as the fees are outlined in account agreements. Similarly, some consumers express frustration when some companies process larger withdrawal transactions before smaller ones, which can generate more overdraft fees.

CONSUMERS' STUDENT LOAN COMPLAINTS

Figure 5 shows the types of student loan complaints reported by consumers for the approximately 3,900 student loan complaints received by the CFPB.

FIGURE 5: TYPES OF STUDENT LOAN COMPLAINTS REPORTED BY CONSUMERS



Complaint	%
Repaying your loan (<i>Fees, billing, deferment, forbearance, fraud, credit reporting</i>)	64%
Problems when you are unable to pay (<i>Default, debt collection, bankruptcy</i>)	31%
Getting a loan (<i>Confusing terms, rates, denial, confusing advertising or marketing, sales tactics or pressure, financial aid services, recruiting</i>)	5%
Total Student Loan Complaints	100%

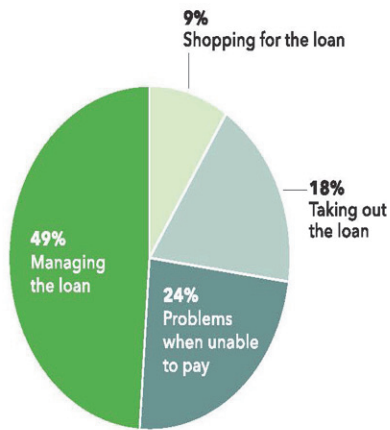
The most common type of student loan complaint relates to repaying the loan, such as fees, billing, deferment, forbearance, fraud, and credit reporting. Consumers struggle with the limited payment deferment options permitted in their loan agreements, especially when they have not found employment by the time they must begin repaying their loans, and because deferments often are limited to six months. Another common type of complaint addresses problems

consumers confront when they are unable to pay, such as issues related to default, debt collection, and bankruptcy.

CONSUMERS' CONSUMER LOAN COMPLAINTS

Figure 6 shows the types of consumer loan complaints, such as complaints about installment loans, vehicle loans and leases, and personal lines of credit, reported by consumers for the approximately 3,200 consumer loan complaints received by the CFPB.

FIGURE 6: TYPES OF CONSUMER LOAN COMPLAINTS REPORTED BY CONSUMERS



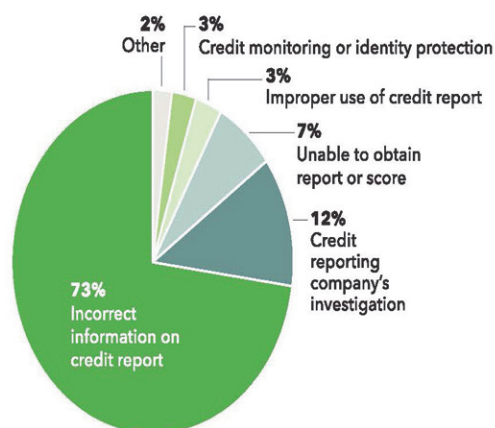
Complaint	%
Managing the loan, lease, or line of credit (<i>Billing, late fees, damage or loss, insurance (GAP, credit, etc.), credit reporting, privacy</i>)	49%
Problems when you are unable to pay (<i>Debt collection, repossession, set-off from bank account, deficiency, bankruptcy, default</i>)	24%
Taking out the loan or lease / Account terms and changes (<i>Term changes (mid-deal changes, changes after closing, rates, fees, etc.), required add-on products, trade-in payoff, fraud</i>)	18%
Shopping for a loan, lease, or line of credit (<i>Sales tactics or pressure, credit denial, confusing advertising or marketing</i>)	9%
Total Consumer Loan Complaints	100%

The table illustrates that the most common type of consumer loan complaint pertains to managing the loan, lease, or line of credit. Another common type of complaint addresses problems consumers have when they are unable to pay, including issues related to debt collection, bankruptcy, and default.

CONSUMERS' CREDIT REPORTING COMPLAINTS

Figure 7 shows the types of credit reporting complaints reported by consumers for the approximately 3,300 credit reporting complaints the CFPB has received.¹⁴

FIGURE 7: TYPES OF CREDIT REPORTING COMPLAINTS REPORTED BY CONSUMERS



Complaint	%
Incorrect information on credit report (<i>Information is not mine, Account terms, Account status, Personal information, Public record, Reinserted previously deleted information</i>)	73%
Credit reporting company's investigation (<i>Investigation took too long, Did not get proper notice of investigation status or results, Did not receive adequate help over the phone, Problem with statement of dispute</i>)	12%
Unable to get my credit report or credit score (<i>Problem getting free annual report, Problem getting report or credit score</i>)	7%

¹⁴ Consumer Response began handling credit reporting complaints on October 22, 2012.

Improper use of my credit reporting (<i>Report improperly shared by credit reporting company, Received marketing offers after opting out, Report provided to employer without written authorization</i>)	3%
Credit monitoring or identity protection services (<i>Problem cancelling or closing account, Billing dispute, Receiving unwanted marketing or advertising, Account or product terms and changes, Problem with fraud alerts</i>)	3%
Other	2%
Total Credit Reporting Complaints	100%

This table illustrates that the most common type of credit reporting complaint is about incorrect information appearing on the consumer's credit report, such as information that is not the consumer's, incorrect account status, and incorrect personal information. Another common type of complaint is about issues with credit reporting companies' investigations of information disputed by consumers.

HOW COMPANIES RESPOND TO CONSUMER COMPLAINTS

Approximately 75,400 (or 83%) of all complaints received between January 1, 2012 and December 31, 2012 were sent by Consumer Response to companies for review and response.¹⁵ Table 2 shows how companies responded to these complaints during this time period.

Company responses include descriptions of steps taken or that will be taken, communications received from the consumer, any follow-up actions or planned follow-up actions, and categorization of the response. Based on industry comments received about disclosure of credit card complaint data, beginning June 1, 2012, response category options included "closed with monetary relief," "closed with non-monetary relief," "closed with explanation," "closed," "in progress," and other administrative options. Monetary relief is defined as objective, measurable, and verifiable monetary relief to the consumer as a direct result of the steps taken or that will be taken in response to the complaint. "Closed with non-monetary relief" indicates that the steps taken by the company in response to the complaint did not result in monetary relief to the

¹⁵ The remaining complaints have been referred to other regulatory agencies (11%), found to be incomplete (3%), or are pending with the consumer or the CFPB (1% and 3%, respectively).

consumer that is objective, measurable, and verifiable, but may have addressed some or all of the consumer's complaint involving non-monetary requests. Non-monetary relief is defined as other objective and verifiable relief to the consumer as a direct result of the steps taken or that will be taken in response to the complaint. "Closed with explanation" indicates that the steps taken by the company in response to the complaint included an explanation that was tailored to the individual consumer's complaint. For example, this category would be used if the explanation substantively meets the consumer's desired resolution or explains why no further action will be taken. "Closed" indicates that the company closed the complaint without relief – monetary or non-monetary – or explanation. Consumers are given the option to review and dispute all company closure responses.

TABLE 2: HOW COMPANIES HAVE RESPONDED TO CONSUMER COMPLAINTS¹⁶

	All	Credit card	Mortgage	Bank account and service	Student loan	Consumer loan	Credit reporting
N ≈	75,400	15,700	39,500	13,000	2,900	2,100	2,000
Company reported closed with explanation	65%	56%	72%	57%	71%	66%	59%
Company reported closed with monetary relief	15%	29%	5%	28%	7%	12%	1%
Company reported closed with non-monetary relief	9%	8%	10%	5%	11%	9%	16%
Company reviewing	7%	4%	8%	5%	8%	8%	23%

¹⁶ While companies' responses under previous categorizations were maintained, for operational and reporting purposes, responses categorized as "full resolution provided," "partial resolution provided," and "closed with relief" are considered a subset of "closed with monetary relief," and responses categorized as "no resolution provided" and "closed without relief" are categorized as "closed with explanation." "Closed with non-monetary relief" and "closed" reflect only those responses provided by companies after June 1, 2012.

Company provided administrative response	3%	2%	3%	3%	2%	2%	1%
Company reported closed (without relief or explanation)	2%	1%	2%	3%	1%	4%	0%
Total Complaints	100%	100%	100%	100%	100%	100%	100%

Companies have responded to approximately 95% of complaints¹⁷ sent to them and report having closed 90% of the complaints sent to them. Table 2 shows how companies have responded.

Beginning December 1, 2011, companies had the option to report an amount of monetary relief, where applicable. In 2012, companies have provided relief amounts in response to more than 9,300 complaints. The median amount of relief reported by companies was \$145; however, company reports of relief amounts and medians vary by product. For the approximately 4,100 credit card complaints where companies provided a relief amount, the median amount of relief reported was approximately \$123. For the approximately 1,400 mortgage complaints where companies provided a relief amount, the median amount of relief reported was approximately \$413. For the more than 3,300 bank account and service complaints where companies provided a relief amount, the median amount of relief reported was approximately \$105. For the approximately 200 student loan complaints where companies provided a relief amount, the median amount of relief reported was approximately \$1,307. And for the approximately 200 consumer loan complaints where companies provided a relief amount, the median amount of relief reported was approximately \$174.

CONSUMERS' REVIEWS OF COMPANIES' RESPONSES

Once the company responds, the CFPB provides the company's response to the consumer for review. Where the company responds "closed with monetary relief," "closed with non-monetary

¹⁷ Approximately 71,300 of 75,400.

relief,” “closed with explanation,” or “closed,” consumers are given the option to provide feedback on the company’s response. Table 3 shows how consumers responded to the approximately 68,000 complaints where they were given the option to provide feedback.

Consumers are asked to notify the CFPB within 30 days if they want to provide feedback by disputing a company’s response. Approximately 61% of such consumers did not dispute the responses provided, while approximately 22% of consumers did dispute the response provided. The rest were pending with consumers at the end of this period.

TABLE 3: CONSUMER FEEDBACK ABOUT COMPANY RESPONSES

	All	Credit card	Mortgage	Bank account and service	Student loan	Consumer loan	Credit reporting
Consumer did not dispute company’s response	61%	67%	59%	64%	67%	57%	21%
Consumer disputed company’s response	22%	20%	24%	21%	19%	24%	20%
Pending consumer review of company’s response	17%	14%	17%	16%	14%	19%	59%
Total Complaints	100%	100%	100%	100%	100%	100%	100%

CONSUMER RESPONSE INVESTIGATION AND ANALYSIS

After requesting that companies respond to complaints sent to them for response and giving consumers the opportunity to review and provide feedback on company responses, Consumer Response prioritizes complaints for investigation based on a review of the complaint, the company's response, and the consumer's feedback. Consumer Response seeks to determine why a company failed to provide a timely response (if applicable) and whether the consumer's feedback of the company's response (if applicable) justifies additional review of the company's minimum required actions under the consumer financial protection laws within the CFPB's authority. In the course of an investigation, Consumer Response may ask companies and consumers for additional information, and once an investigation is completed, Consumer Response sends the consumer a summary. In some cases, Consumer Response has referred complaints to colleagues in the CFPB's Division of Supervision, Enforcement, and Fair Lending and Equal Opportunity for further action.

Listening to consumers and reviewing and analyzing their complaints is an integral part of the CFPB's work in understanding issues in the financial marketplace, and in helping the market work better for consumers. The information shared by consumers and companies throughout the complaint process informs the Bureau about business practices that may pose risks to consumers and helps the Bureau in its work to supervise companies, enforce federal consumer financial laws, and write better rules and regulations.

2.2 Shopping Challenges

The challenges that consumers face in the marketplace highlight the importance of a tenet which is central to the CFPB's mission – promoting markets in which consumers can shop effectively for financial products and services. When the costs, risks, and other key features of financial products are transparent and understandable, consumers are better able to compare products and choose the best one for them. This discussion presents preliminary observations about opportunities and challenges that consumers face when shopping for short term credit needs.

2.2.1 Small Dollar Lending

Many American households face an unexpected expense or simply find that their expenses regularly outstrip their income. Low-to moderate-income households may use credit options such as payday loans, pawn loans, or consumer finance installment loans to deal with a financial

shortfall. Other strategies may include cutting back on expenses, delaying a bill payment, tapping savings, or getting help from friends, family, or an employer. Individual consumers may consider a range of products and strategies for this type of need. For example, several surveys of payday loan borrowers found that a significant share of respondents considered other options, either as an alternative to obtaining a payday loan or after some length of payday loan use, including borrowing from their bank or credit union, taking a loan from a consumer finance company, using a credit card, or getting assistance from a friend or relative.¹⁸

While credit cards are perhaps the most common way to address a short-term credit need, this section focuses on other options such as payday loans, overdraft signature loans from a bank or credit union, installment loans from a consumer finance company, or a pawn shop. Because surveys suggest that some consumers shopping for small loans may choose among these options, we consider the trade-offs and challenges inherent in making this decision.

2.3 Shopping Channels

Consumers shopping among small dollar loan options may find that various products are offered with different prices, terms, and conditions. The cost of a payday loan is typically communicated as a fee calculated as a percentage of the loan amount, with the entire amount due on the borrower's next payday. In addition, the lender must disclose an APR. Somewhat similarly, an overdraft also has an upfront fee and usually is repaid when a consumer next deposits funds into their bank account, although an overdraft fee is usually fixed regardless of the amount by which a transaction overdraws an account. Other options, such as installment and signature loans, carry varying interest rates and are typically repaid over longer periods of time. Finally, a pawn loan is usually repaid within a month, or the borrower may choose to simply forfeit the item being held as collateral at the end of the loan term.

¹⁸ Surveys showing households' consideration of these various strategies when faced with a financial short-fall include *Payday Advance Customer Research Cumulative State Research Report*, IO Data Corporation (September 2002), *North Carolina Consumers After Payday Lending: Attitudes and Experiences with Credit Options*, University of North Carolina Center for Community Capital (November 2007), Gregory Elliehausen, *An Analysis of Consumers' Use of Payday Loans* (January 2009), *Payday Lending in America: Who Borrows, Where They Borrow, and Why*, Pew Charitable Trusts (July 2012), and *A Complex Portrait: An Examination of Small-Dollar Credit Consumers*, Center for Financial Services Innovation (August 2012).

While the cost of obtaining a loan may be a major consideration when deciding to take on debt and selecting which credit product to use, it is not the only factor in a consumer's decision-making process. For example, in some surveys, borrowers of small dollar amounts have overwhelmingly cited the speed, convenience and near-certainty that they will be approved for a loan as the primary considerations for using these products.¹⁹ Likewise, while friends and family may charge little or nothing to a consumer needing some assistance, there may be concerns about mixing financial needs with these important relationships that outweigh cost considerations.²⁰

Many of those decisions are dependent on the loan products for which the consumer can qualify, with consumers on the subprime end of the credit scale potentially having fewer credit options. In the case of payday loans, availability is generally dependent on the state in which the borrower resides, since a significant number of states do not permit loans at the interest rates these products typically carry.²¹ However, in these (and other) states, residents may be obtaining internet payday loans.

¹⁹ Speed, convenience, and likelihood of approval were top reasons borrowers decided to use small dollar credit products in four national surveys. See *Payday Advance Customer Research Cumulative State Research Report*, IO Data Corporation (September 2002), *Payday Advance Customer Satisfaction Survey*, Cypress Research Group (May 2004), Gregory Elliehausen, *An Analysis of Consumers' Use of Payday Loans* (January 2009), and *A Complex Portrait: An Examination of Small-Dollar Credit Consumers*, Center for Financial Services Innovation (August 2012).

²⁰ In a survey of how low and moderate-income North Carolina families managed financial shortfalls, 42% noted that they obtained money from friends and family. See *North Carolina Consumers After Payday Lending: Attitudes and Experiences with Credit Options*, University of North Carolina Center for Community Capital (November 2007). Similarly, over a quarter of payday borrowers consider taking a loan from a friend or family member, according to two national surveys. See survey results in *Payday Advance Customer Research Cumulative State Research Report*, IO Data Corporation (September 2002) and Gregory Elliehausen, *An Analysis of Consumers' Use of Payday Loans* (January 2009).

²¹ Stephens Inc. reports that 13 states and the District of Columbia have no payday lending storefronts and an additional state would no longer authorize the product by mid-2010. See *Payday Loan Industry Update*, Stephens Inc. (June 6, 2011). There are, however, a small number of consumers in these states that do report using payday loans in a recent Pew survey. See *Payday Lending in America: Who Borrows, Where They Borrow, and Why*, The Pew Charitable Trusts (July 2012).

2.4 Product Complexity

Given the diversity of small dollar loans that exists in the marketplace, consumers may have difficulty comparing these products on an “apples-to-apples” basis. It may be challenging to determine whether taking out a two-week payday loan, pawning a household good for a month, or gradually paying down a six-month installment loan makes better financial sense. One standard approach to comparing loan costs is the APR; however, APRs may not be provided in every case, or include all fees. For example, APRs are not disclosed when a consumer incurs an overdraft fee, and other products might have application or other fees that are not included in this calculation.²² At least one survey suggests that many consumers may not understand how to use APR to measure the relative costs of different small dollar credit options.²³

Importantly, especially for payday loans, some consumers may overestimate (or fail to give consideration to) their ability to fully repay a loan, resulting in the need to refinance or otherwise extend their loan, which can result in considerable additional cost. If consumers do not understand all their options and potential obligations, they may not fully anticipate their repayment costs, and may lose the opportunity to choose a different product that might be more appropriate to meet their needs.

²² For example, “deposit advance” products offered by banks to checking account customers with direct deposit are structured as “open end” lines and the cash advance fee on such a line may not trigger an APR disclosure.

²³ A national survey of 1,173 payday borrowers found that only 34% were able to cite an APR for a payday loan. Of those who reported an APR, about half reported a rate that was unrealistically low. See Gregory Elliehausen, *An Analysis of Consumers’ Use of Payday Loans* (January 2009).

3. Delivering for American Consumers and Leveling the Playing Field

The CFPB is authorized to exercise its authorities under federal consumer financial protection laws to administer, implement, and promote compliance with those laws. To this end, the Bureau has worked to expand the resources it makes available to consumers and build the infrastructure necessary for making consumer financial markets work better.

3.1 Resources for Consumers

The CFPB has launched a variety of offices to provide assistance and information to consumers. The Bureau strives to provide individualized help to consumers based on their specific issues with financial products and services, and it works to improve financial literacy and capability – amongst the public as a whole and consumers who have experienced particular challenges in the financial markets.

3.1.1 Consumer Response

Consumer Response receives complaints and inquiries directly from consumers. The CFPB accepts complaints through its website and by telephone, mail, email, fax, and referral. Consumers submit complaints on the CFPB [website](#) using complaint forms tailored to specific products, and can also log on to the secure consumer portal to check the status of a complaint and review a company's response. While on the website, consumers can chat with a live agent to receive help completing a complaint form. Consumers can also call the Bureau's toll-free number to ask questions, file a complaint, check the status of a complaint, and more. The CFPB's U.S.-based contact centers handle calls with little-to-no wait times and can provide

services to consumers in more than 180 languages and serve hearing- and speech-impaired consumers via a toll-free telephone number. Cutting-edge technology, including the secure company and consumer portals, makes the process efficient and user-friendly for consumers and companies. The CFPB also provides secure channels for companies to communicate directly with dedicated staff about technical issues.

As Consumer Response processes complaints and responds to inquiries, it continues to seek new ways to improve existing processes to make them as efficient, effective, and easy-to-use as possible. Based on feedback from consumers and companies, as well as its own observations, Consumer Response identifies new opportunities to improve its processes and implement changes with each product launch. By applying the lessons learned through previous complaint function rollouts, Consumer Response has continued to improve its intake process, enhance communication with companies, and ensure the system's ease-of-use and effectiveness for consumers, while providing services trusted by consumers and companies alike.

3.1.2 Consumer Education and Engagement

The CFPB's Consumer Education and Engagement Division is responsible for developing and implementing initiatives to educate and empower consumers to make better-informed financial decisions. Improving financial literacy and capability encompasses many short and longer-term efforts, including education and engagement with information and tools designed to provide clear and meaningful assistance to consumers when they need it.

Reaching out to consumers is essential to the work of this division. From July 1, 2012 through December 31, 2012, the division's offices engaged with different groups across the country through more than 240 listening sessions, town halls and roundtables, visits to military installations, and other stakeholder events. These and other opportunities to hear directly from consumers about their financial needs, aspirations, and experiences help inform all of the Bureau's work. Through this outreach work, the CFPB has connected to more than 4,100 stakeholder organizations that were involved in these events.

As a 21st-century agency, the Bureau has focused on bringing financial decision-making tools and information to consumers through an accessible online format. In 2012, a steadily increasing number of consumers took advantage of these offerings. The Bureau's website received more than five million unique views in the past year. The CFPB estimates that more than 3,750,000 of those were to areas of the site providing consumer tools, information, and assistance.

3.1.3 Financial Education

The Bureau's Office of Financial Education (OFE) has engaged a variety of communities and stakeholders in its work. OFE has continued to prioritize outreach to key stakeholders, including financial educators and community leaders, and directly with consumers, through webinars, listening sessions, and large consumer events. Much of OFE's outreach has prioritized innovation to solve common financial challenges for consumers by holding a number of events around the country to assess need and to establish its priorities in this area.

In its efforts to engage with a larger American audience, OFE has produced some of its core consumer education materials in Spanish, and provided radio interviews both in Spanish and English to appeal to a broad audience. OFE also received more than 100 comments from a range of organizations, individuals, financial institutions and other entities in response to a Request for Information (RFI) on Effective Financial Education.

OFE has also added to its research and innovation portfolios, procuring the services of outside experts to develop metrics for success in financial education and to test solutions for consumers as they make regular, everyday financial decisions.

3.1.4 Consumer Engagement

The Office of Consumer Engagement (CE) continues to encourage the public to participate in the Bureau's work by developing programs, initiatives, and digital experiences that help consumers make informed financial decisions.

CE continues to improve and build out the Bureau's online presence with innovative, user-focused, and data-driven approaches to social media and web development. Through research and user testing, CE has been able to tap into the needs, habits and interests of consumers, thus allowing the team to create opportunities to engage the public at the moments we can be most useful to them.

In particular, CE has focused on building an online consumer experience through the beta version of its [Paying for College project](#). This online module guides users through the primary decision points of the college decision-making process and offers tools that help users to:

- Find financial aid and choose a loan;
- Compare financial aid and college costs;
- Manage college money; and

- Repay student debt

CE continues to collaborate with divisions across the Bureau on ways to best engage the public through digital media.

3.1.5 Servicemember Affairs

The CFPB's Office of Servicemember Affairs (OSA) conducted 82 outreach events in 2012, delivering consumer financial information to more than 31,000 military and veteran consumers to help them make better informed financial decisions.

More specifically, this figure includes reaching out to servicemembers where they live and work, by visiting 10 military installations/National Guard units, and participating in six town halls and 15 roundtable discussions with senior military leaders from July 1, 2012 through December 31, 2012. At these outreach events, the Servicemember Affairs team listened to servicemembers discuss the financial challenges they face, observed financial education training, and provided educational materials. In addition to the military units/installations visited, OSA participated in 40 outreach events sponsored by external organizations seeking additional educational information about OSA and the CFPB. OSA also launched Facebook and Twitter accounts specifically to serve the military and veteran communities. By incorporating the use of digital and social media channels into the delivery methodology for consumer financial education, OSA reached approximately 2.8 million more consumers.

OSA awarded a contract to develop an effective "just enough and just in time" financial education experience designed to equip Delayed Entry Program (DEP) participants (those who have committed to join the military but not yet been sent to boot camp) with the information and education needed to make sound financial decisions in predetermined target areas. The DEP education program aims to offer experiential education that engages the interest and caters to the learning style of the recruit demographic. Due to the varied timelines and geographical locations of the future recruits in DEP and to ensure the curriculum's availability across the services, course content and materials will be made available through an e-learning platform that DEP personnel can access regardless of time or location. This experience should also set the stage for future financial education efforts.

Collaboration and building upon viable outreach networks was a key focus throughout 2012. OSA connected with the Departments of Defense, Veterans Affairs, Justice, and Labor to raise awareness of the CFPB's mission and OSA's specific efforts on behalf of the military and veteran

communities. At the state level, efforts have centered on introducing state and local resources to the military community. Military consumer-focused events included the participation of 14 state National Guard Adjutants General and the Attorneys General of 11 states.

3.1.6 Older Americans

The Consumer Education and Engagement Division's Office for Older Americans (OA) has continued its outreach efforts nationwide with its core constituency, key public officials, financial institutions, industry, advocates, and other stakeholders. OA's mission is "to facilitate the financial literacy of individuals who have attained the age of 62 or more... on protection from unfair, deceptive, and abusive practices, and on current and future financial choices, including through the dissemination of materials to seniors on such topics." OA participated in 46 events from July 1, 2012 through December 31, 2012, reaching more than 2,050 participants.

OA's outreach work is raising awareness of the critical problem of financial exploitation and unfair, deceptive, or abusive practices targeted at older people. OA is also building on its outreach work to help foster local networks to prevent financial harm directed at older people. In support of its mission, Hubert H. "Skip" Humphrey III, Assistant Director for OA, testified before the U.S. Senate Special Committee on Aging on November 15, 2012 regarding OA's many initiatives to combat the crisis of financial exploitation facing older Americans.²⁴

Specific examples of these outreach efforts include helping coordinate Older American Protection Networks in four states, representing the CFPB on the federal Elder Justice Coordinating Council, which consists of 11 federal agencies that play a role in addressing elder abuse, and collecting and reviewing comments submitted in response to the CFPB's RFI Regarding Senior Financial Exploitation. The Bureau received over 1,200 comments in response to the RFI, providing invaluable public participation to inform OA's work.

The RFI has also provided important input for OA's work on an upcoming report to Congress and the Securities and Exchange Commission (SEC) on senior financial advisor certifications and designations, pursuant to Section 1013(g)(3)(C) of the Dodd-Frank Act. That report will

²⁴ Assistant Director Humphrey's testimony may be found in Appendix F.

address consumer issues relating to certifications or designations of financial advisors for seniors.

Other initiatives underway include developing consumer guides to help fiduciaries handle finances on behalf of older consumers, a guide to help identify and intervene when financial exploitation occurs in congregate living facilities, and developing, along with the FDIC, a community education and awareness program called Money Smart for Older Americans, which focuses on preventing, recognizing, and reporting elder financial exploitation targeting older consumers, family caregivers and other key audiences.

3.1.7 Students

Pursuant to Section 1035 of the Dodd-Frank Act, the CFPB's Student Loan Ombudsman submitted a report to the Director of the CFPB, the Secretary of the Treasury, the Secretary of Education, and Congress in October 2012. The report offered analysis of complaints from private student loan borrowers, and was informed by nearly 3,000 complaints, as well as input from borrowers and stakeholders.

The report found that some private student loan borrowers are experiencing similar issues to borrowers struggling with mortgages. For example, borrowers complained about the difficulty in negotiating a lower payment, as well as issues they faced when loans and servicing rights change hands.

In a separate report, the Student Loan Ombudsman, in coordination with OSA, identified a unique set of issues facing servicemembers with student loans. The report identified problems faced by servicemembers when attempting to invoke their rights afforded by the Service Members Civil Relief Act.

The Bureau has developed more tools to help consumers make better financial decisions about paying for college and managing student debt. In July 2012, the CFPB launched the [Student Loan Debt Collection Assistant](#) to help borrowers avoid costly penalties and fees when their loans are in collection. As part of the Paying for College suite of tools, the Bureau launched Repay Student Debt, a combined, expanded version of our tools.

Based on public feedback received in response to a prototype launched in April 2012, the CFPB released the next iteration of Compare Financial Aid and College Cost, a tool to help students and families make smarter choices when weighing financial aid offers. The Bureau also issued a

special guide to assist students when choosing a checking account and accessing financial aid offers.

3.1.8 Financial Empowerment

Since its launch in May 2012, the Office of Financial Empowerment (Empowerment) has conducted extensive outreach to consumers and stakeholders from around the country. Empowerment participated in five listening sessions in San Francisco, CA, New York, NY, St. Louis, MO, Cleveland, MS and Dallas, TX. The team conducted field research focused on organizations and companies that provide innovative programs and services designed to build the financial capability of underserved and vulnerable consumers. It also participated in community events and conferences focused on low-income issues.

On November 28-29, 2012, at the CFPB's headquarters in Washington, DC, Empowerment brought together 125 external stakeholders to discuss opportunities to make consumer financial markets work better for low-income and economically vulnerable consumers. This meeting included Bureau leaders, local, state, and federal financial regulators, senior government and agency officials, and leaders and practitioners from industry, academia, and nonprofit organizations who have been developing and evaluating innovative initiatives to address the financial services needs of low-income and economically vulnerable consumers.

Empowerment launched two major projects in September 2012. The first is a three-phase information-gathering effort to better understand whether bundled financial products and services are effective in building the financial capability of consumers. This effort will help gauge whether programs designed to build the credit and/or savings of consumers are more effective if they include a bundled secondary product or service. This phase is designed to lead to further stages that will include an evaluation of two programs that currently use the bundled products and/or services strategy, and eventually a pilot phase that will test two "ideal" programs based on the lessons learned from the previous two stages. The second project is the development of Financial Empowerment Training for front-line staff, like social workers or benefits administrators, for organizations that provide services directly to low-income and economically vulnerable consumers.

Empowerment is also working with other federal agencies to streamline and integrate federal resource services designed to make consumers more financially capable and stable. Current work includes coordination with the Department of Labor's Office of Disability Employment

Policy (ODEP) in a joint effort to identify opportunities to promote financial capability strategies to selected ODEP grantees.

3.2 Outreach

In addition to its efforts to engage and educate particular populations, the CFPB has hosted events throughout the country to inform and receive input about its work on issues related to consumer financial products and services. More than 1,000 consumers have made their voices heard by participating in town halls and field hearings convened by the CFPB – such as one [on credit reporting in Detroit, MI](#) and one [on debt collection in Seattle, WA](#). The CFPB has actively solicited public input on key policy initiatives at the launch of Project Catalyst in Silicon Valley, CA, and at the inaugural meeting of the Consumer Advisory Board (CAB) in St. Louis, MO.



Director Cordray speaks at an event on credit reporting in Detroit, Michigan

The CFPB unveiled Project Catalyst as part of its effort to foster consumer-friendly innovation in the marketplace. The Bureau believes markets work best when they are open to new ideas, and that the insights and innovations that come from looking at problems and solutions from new angles hold great potential in our efforts to achieve our mission of making the consumer finance

market work for all consumers. Project Catalyst is designed to open lines of communication and foster collaborations that promote consumer-friendly innovation. In addition to conducting ongoing outreach and forums for discussion, the CFPB has launched a [new section of its website](#) where innovators can obtain relevant information, propose ways the Bureau can make innovation easier, or suggest pilot projects to develop and test new market ideas.

In conjunction with field events, Director Cordray and Deputy Director Date held roundtables with community banks, credit unions, and other members of the financial services industry as part of our continuing commitment to engage with financial services providers. The Bureau has actively solicited the perspectives of consumer and civil rights groups and has held roundtables with community-based organizations across the country. Since July 2012, the CFPB's OCA has engaged thousands of community group representatives through more than 100 meetings, briefing calls, and public appearances. Topics discussed include mortgage, credit cards, payday loans, student loans, bank accounts, prepaid cards, credit reporting and scoring, debt collection, remittances, and more.

As with industry outreach, the Bureau has ensured that consumer groups' perspectives inform its internal deliberations on policy initiatives. Bureau representatives have met with hundreds of industry representatives, and Director Cordray and senior CFPB leadership have delivered several speeches at widely-attended industry and nonprofit conferences.²⁵

²⁵ A list of speeches given in 2012 by CFPB personnel may be found in Appendix G of this report.



Senior CFPB leadership addresses comments at an event on debt collection in Seattle, Washington.

3.3 Partnerships

The Bureau has furthered many existing partnerships and formalized several new ones.

To date, the Bureau has signed numerous memoranda of understanding (MOU) with intergovernmental partners, including federal agencies, state financial regulatory entities, state attorneys general, and municipal law enforcement agencies.²⁶ The Bureau has also actively solicited the perspectives of consumer and civil rights groups.

²⁶ consumerfinance.gov/newsroom/.

Bureau personnel also testified before Congress on 17 occasions between January 1, 2012 and December 31, 2012 to discuss policy, operations and budget matters.²⁷

3.3.1 Office of the Consumer Advisory Board and Councils

In addition, the Bureau has established the [Office of the Consumer Advisory Board and Councils](#), which is charged with managing the Bureau's advisory groups and serving as the liaison between advisory group members and the Bureau. It oversees the Bureau's engagements with external stakeholders and includes the:

- Consumer Advisory Board (CAB);
- Community Bank Advisory Council (CBAC);
- Credit Union Advisory Council (CUAC); and
- Academic Research Council (ARC)

The Office of the Consumer Advisory Board and Councils is part of the External Affairs Division. To manage these bodies, the Office of Consumer Advisory Boards and Councils:

- Regularly facilitates discussions between the Bureau and advisory board/council members;
- Recommends policy and associated strategies as suggested by advisory boards and councils;
- Manages the selection process for the Bureau's advisory boards and councils;
- Conducts agenda setting for advisory board and council meetings; and
- Manages the policies and procedures for the constitution and management of advisory boards and councils.

These groups will meet at least twice per year and offer vital insight and perspective of financial service providers as the Bureau strives to issue thoughtful, research-based rules.

²⁷ CFPB testimony before Congress may be found in Appendix F of this report.

ROLE OF THE CONSUMER ADVISORY BOARD

Section 1014(a) of the Dodd-Frank Act states:

*The Director shall establish a Consumer Advisory Board to advise and consult with the Bureau in the exercise of its functions under the Federal consumer financial laws, and to provide information on emerging practices in the consumer financial products or services industry, including regional trends, concerns, and other relevant information.*²⁸

The Consumer Advisory Board and the other advisory councils help the Bureau solicit external stakeholder feedback on a range of topics, including consumer engagement, policy development and research, and from a range of actors, academics, industry, community members and advocates. Advisory boards and councils may consult on a variety of cross-cutting topics, report on meetings, and provide minutes and/or summaries of their meetings. Members of boards and councils will serve for limited, specified terms.

MEMBERSHIP AND PUBLIC NOMINATING PROCESS OF THE CONSUMER ADVISORY BOARD

Section 1014(b) of the Dodd-Frank Act states:

*In appointing the members of the Consumer Advisory Board, the Director shall seek to assemble experts in consumer protection, financial services, community development, fair lending and civil rights, and consumer financial products or services and representatives of depository institutions that primarily serve underserved communities, and representatives of communities that have been significantly impacted by higher-priced mortgage loans, and seek representation of the interests of covered persons and consumers, without regard to party affiliation.*²⁹

Following these statutory guidelines, the Bureau invited external experts, industry representatives, consumers, community leaders, and advocates to apply to be a member of the

²⁸ Dodd-Frank Act, Pub. L. No. 111-203, § 1014(a).

²⁹ Dodd-Frank Act, Pub. L. No. 111-203, § 1014(b).

Consumer Advisory Board. Additionally, the Bureau published a notice for nominations on its website, distributed a notice widely through mass email distributions, and published a notice outlining the functions of the Board and soliciting nominations for members to serve on the Board in the Federal Register. In response to this call for nominations, the Bureau received over 1,100 unique candidate nominations for membership on the Board. On September 12, 2012, the Bureau announced the appointment of 25 consumer experts to the Consumer Advisory Board³⁰.



The inaugural members of the Consumer Advisory Board, meeting in St. Louis, Missouri

INAUGURAL MEETINGS OF THE CONSUMER ADVISORY BOARD AND THE OTHER COUNCILS

The Bureau held the inaugural meeting of the **Consumer Advisory Board** in St. Louis, MO on September 27-28, 2012, inviting members of the public to watch a portion of the meeting and to provide testimony directly to CAB members on the financial issues that affect their

³⁰ The announcement and list of members may be found at <http://www.consumerfinance.gov/pressreleases/consumer-financial-protection-bureau-announces-consumer-advisory-board-members/>.

communities. Director Cordray provided remarks at the event that are available on our website.³¹

The inaugural meetings of the Community Bank Advisory Council and the Credit Union Advisory Councils were held, respectively, on October 11, 2012 and October 12, 2012.

For more information about the CAB and the other CFPB advisory bodies, please visit our website.

³¹ Director Cordray's remarks may be read at <http://www.consumerfinance.gov/speeches/prepared-remarks-by-richard-cordray-at-the-inaugural-consumer-advisory-board-meeting/>.

4. Regulations and Guidance

Since the issuance of the July 2012 Semi-Annual Report, the Bureau issued a number of proposed and final rules on mortgage-related issues, in anticipation of meeting a January 21, 2013 deadline under the Dodd-Frank Act, as well as a number of non-mortgage related proposed and final rules on various other matters within its authority. Along with the issuance of these new rules, the CFPB is also working to facilitate industry compliance. In addition, the Bureau continues to implement suggestions received in response to a Bureau RFI seeking public comments on potential projects to streamline Bureau regulations.

4.1 Implementing Statutory Protections

The CFPB has recently finalized a number of rules implementing changes made by the Dodd-Frank Act to the laws governing various aspects of the mortgage market, including originations and servicing of mortgages. In 2012, the Bureau issued a series of proposed rules for public comment after months of preparation and outreach, including several small business review panels. The Bureau analyzed the comments received on those proposals and prepared the final rules, as well as various final rules for proposals inherited by the Bureau from the Federal Reserve Board. These rules will provide significant improvements to the mortgage process that will benefit both consumers and the mortgage industry alike through strengthened consumer protections and increased efficiencies. The Bureau issued the following final rules in January 2013.³²

- A rule implementing Dodd-Frank Act amendments to the Truth in Lending Act (TILA) requiring that creditors make a reasonable, good-faith determination of a consumer's

³² Links to final and proposed rules discussed in this section are *available at: consumerfinance.gov/regulations/*.

ability to repay any consumer credit transaction secured by a dwelling (excluding an open-end credit plan, timeshare plan, reverse mortgage, or temporary loan), establishing certain protections from liability under this requirement for “qualified mortgages,” and limiting prepayment penalties. The rule also requires creditors to retain evidence of compliance with the rule for three years after a covered loan is consummated.

- Rules implementing new Dodd-Frank Act requirements in the Real Estate Settlement Procedures Act (RESPA) and in TILA related to mortgage servicing. The rule amending Regulation X, which implements RESPA, addresses servicers’ obligations to correct errors asserted by mortgage loan borrowers, to provide certain information requested by such borrowers, and to provide protections to such borrowers in connection with force-placed insurance. Additionally, this rule addresses servicers’ obligations to establish reasonable policies and procedures to achieve certain delineated objectives, to provide information about mortgage loss mitigation options to delinquent borrowers, to establish policies and procedures for providing delinquent borrowers with continuity of contact with servicer personnel capable of performing certain functions, and to evaluate borrowers’ applications for available loss mitigation options. Further, the rule modifies and streamlines certain existing servicing-related provisions of Regulation X. The rule amending Regulation Z, which implements TILA, includes requirements concerning notices of initial rate adjustments for adjustable rate mortgages (ARMs), periodic statements for residential mortgage loans, prompt crediting of mortgage payments, and responses to requests for payoff amounts. This rule also amends current rules governing scope, timing, content, and format of disclosures to consumers regarding the interest rate adjustments of their variable-rate transactions.
- A rule implementing certain amendments to TILA made by the Dodd-Frank Act that lengthens the time for which a mandatory escrow account established for a higher-priced mortgage loan must be maintained and exempts certain transactions from the escrow requirement, including creating an exception for certain small servicers in rural or underserved areas.
- A rule implementing Dodd-Frank Act changes to TILA regarding loan originator compensation, qualifications of and registration or licensing of loan originators, compliance procedures for depository institutions, mandatory arbitration, and the financing of single premium credit insurance. The rule also revises or provides additional commentary on restrictions on loan originator compensation, including application of these restrictions to prohibitions on dual compensation and compensation based on a term of a transaction or a proxy for a term of a transaction, and to recordkeeping

requirements. The rule also establishes tests for when loan originators can be compensated through certain profits-based compensation arrangements.

- An interagency rule implementing Dodd-Frank Act amendments to TILA that requires appraisals for “higher-risk mortgages,” including, for certain mortgages, requiring creditors to obtain an appraisal or appraisals meeting certain specified standards, and providing applicants with a notification regarding the use of the appraisals and a copy of the written appraisals used.
- A rule implementing a Dodd-Frank amendment to the Equal Credit Opportunity Act (ECOA) that requires creditors to provide applicants with free copies of all appraisals and other written valuations developed in connection with an application for a loan secured by a first lien on a dwelling, and requires creditors to notify applicants in writing that copies of appraisals will be provided to them promptly.
- A rule implementing Dodd-Frank Act amendments to TILA that expands the types of mortgage loans that are subject to the protections of the Home Ownership and Equity Protection Act of 1994 (HOEPA), revises and expands the tests for coverage under HOEPA, and imposes additional restrictions on HOEPA mortgage loans, including a pre-loan counseling requirement. The rule also implements other Dodd-Frank Act amendments to TILA and RESPA that impose certain other requirements related to homeownership counseling, including a requirement that consumers receive information about homeownership counseling providers.

In addition, since the July 2012 Semi-Annual Report, the Bureau has issued other proposed and final rules, including the following:

- In November 2012, the Bureau proposed to amend the rules implementing the credit card ability to pay provisions of TILA to address concerns that the current rules unduly limit the ability of spouses and partners not working outside the home to obtain credit cards based on the income of the other spouse or partner.
- In August 2012, the Bureau issued a final rule that provides a “safe harbor” provision exempting from the requirements of the Bureau’s Regulation E, which implements the Electronic Fund Transfer Act, as amended by the Dodd-Frank Act, those who, in the normal course of business, provided 100 or fewer remittance transfers in the current calendar year. This amendment will make the remittance transfer process easier for institutions that handle 100 or fewer remittances per year. The August 2012 rule also adjusts rules regarding transfers that consumers schedule several days in advance. In December 2012, the Bureau proposed three substantive amendments to the remittance

rule, which would temporarily delay the February 7, 2013 effective date of the rule and provide additional clarity regarding disclosures and error resolution procedures. On January 22, 2013, the Bureau issued a final rule temporarily delaying the February 7, 2013 effective date.

- In January 2013, concurrently with issuing its ability to repay/qualified mortgage rule, the Bureau issued a proposed rule proposing certain amendments to the rule, including exemptions for certain nonprofit creditors and certain homeownership stabilization programs and an additional definition of a qualified mortgage for certain loans made and held in portfolio by small creditors. The Bureau also sought feedback on whether additional clarification is needed regarding the inclusion of loan originator compensation in the points and fees calculation.

The Bureau continues work to finalize the proposal it issued in July 2012 that would, among other things, combine certain disclosures that consumers receive in connection with applying for and closing on a mortgage loan under TILA and RESPA, as required by the Dodd-Frank Act. The Bureau also continues work to finalize the proposal it issued in April 2012 with respect to fees charged by credit card issuers prior to the opening of an account, and continues working on an interagency basis to complete rulemakings related to appraisals and implementation of the Expedited Funds Availability Act.

As the Bureau completes work on these pending rulemakings, it is also in the process of analyzing and prioritizing additional projects. It expects, for example, to accelerate work on other rulemakings that are mandated under the Dodd-Frank Act, such as amendments to the Home Mortgage Disclosure Act (HMDA) to require creditors to collect and report certain additional lending data. In addition, the Bureau is in the process of assessing information gathered in the past year concerning a variety of consumer financial products and services besides mortgage loans to determine whether rulemakings are warranted to address other markets. In particular, the CFPB has issued a number of RFIs, an advance notice of proposed rulemaking, and congressionally mandated and other reports in the past year concerning a wide variety of markets and consumer financial issues. The Bureau expects, for example, to issue a proposed rule with respect to prepaid cards in 2013.

4.2 Interpreting and Streamlining Inherited Regulations; Facilitating Compliance with New Regulations

The CFPB continues to work with consumer and industry stakeholders to interpret and streamline regulations that implement existing federal consumer financial protection laws. These regulations were issued previously by other federal financial regulators and transferred to the Bureau in July 2011. The Bureau is also working to find ways of facilitating industry compliance with newly issued Bureau rules.

In 2012, the Bureau issued interpretive guidance³³ on a variety of topics, including interpreting regulations concerning [mortgage loan originator compensation](#), [licensing requirements for loan originators under the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 \(SAFE Act\)](#), and [reaffirming the applicability of the disparate impact doctrine under ECOA](#).

The CFPB is also considering opportunities to streamline, modernize, and harmonize regulations that it inherited from other federal agencies. The Bureau issued an RFI in December 2011 on this topic seeking broad stakeholder input, and as a result of the comments received, has identified several priority areas for regulatory action. For example, the proposal that the Bureau issued in November to amend the ability-to-pay regulations under the Credit Card Accountability Responsibility and Disclosure Act of 2009 (the Credit Card Act) was advocated by a number of industry participants responding to the streamlining RFI. Similarly, the Bureau is carefully exploring methods to reduce the burden of HMDA reporting while simultaneously increasing the value of the information collected.

In addition, the CFPB is assessing ways to facilitate industry compliance with newly-issued regulations. The Bureau has determined that one important way to help reduce compliance burdens is to assist regulated entities, especially community banks, credit unions, and small entities, in understanding and complying with the rules. For example, in connection with the remittance rule, the Bureau has engaged in outreach and provided educational materials to industry. In October 2012, the Bureau issued its [International Fund Transfers Small Entity](#)

³³ consumerfinance.gov/guidance/.

Compliance Guide. As one industry representative remarked upon reading the Guide, “I commend the CFPB for providing a guide that is so informative. ... The guide presented the requirements of the remittance rule in a clear and concise manner in a format that could be understood by all levels of employees.” The Bureau also held a webinar in October 2012 explaining the remittance rule that was similarly well received.³⁴ The webinar was viewed live by over 3,000 participants and more than 1,000 individuals have viewed the archived webinar online. As one industry professional stated in an e-mail to the Bureau, “This webinar was much better than one I paid \$300 for from a reputable banking resource. . . Great job, CFPB!” In addition, Bureau staff have participated in a large number of conferences to discuss the remittance rule, and have handled informal inquiries from a myriad of remittance service providers. The Bureau intends to engage in similar activities in the coming months to facilitate understanding of, and compliance with, the mortgage regulations that the Bureau has issued.

The Bureau is also working to develop opportunities to test alternatives to currently-mandated disclosures which may enhance the efficacy of such disclosures and/or reduce costs. In December 2012, the Bureau issued a proposed Policy to Encourage Trial Disclosure Programs and invited public comment on that proposed policy. The Bureau expects to finalize the policy shortly so as to create room for such trial disclosures.

Finally, the CFPB promulgated supplemental ethics regulations for Bureau employees, establishing restrictions on outside employment and business activities, prohibitions on the ownership of certain financial interests, restrictions on seeking, obtaining, or renegotiating credit and indebtedness, prohibitions on recommendations concerning debt and equity interests, disqualification requirements based on credit or indebtedness, prohibitions on purchasing certain assets, and restrictions on participating in particular matters involving outside entities.³⁵

³⁴ Remarks, the webinar, and a slide presentation on the remittance rules may be found at www.consumerfinance.gov/blog/remittance-rule-session/.

³⁵ consumerfinance.gov/regulations/.

5. Supervision

The CFPB's supervision program seeks to ensure that businesses that provide financial products and services to consumers comply with federal consumer financial laws. Initially, the CFPB's supervision office was organized into two groups, one addressing the supervision of large banks and the other focusing on nonbank supervision. In December 2012, Supervision announced the reorganization of its headquarters staff into an examinations team and a policy team. This realignment replaces the previous organizational structure and is consistent with the Bureau's mission to protect consumers across financial markets without regard to the charter of the provider. The examinations team focuses on the processes vital to accomplishing the CFPB's examination function, including recruitment, training, and commissioning of examiners, the implementation of examination policies and procedures, and the planning and execution of examinations appropriately in light of the Bureau's resources and priorities. The policy team ensures that policy decisions for Supervision are consistent with both the law and our mission, and that they are consistent across markets, charters and regions. The Supervision Policy office is organized by product or service market rather than by type of service provider or financial institution.

5.1 Supervisory Activities

On October 31, 2012, the Office of Supervision issued three public documents:

SUPERVISORY HIGHLIGHTS: FALL 2012

The CFPB supervises certain financial institutions and service providers to determine their compliance with applicable federal consumer financial laws and regulations and to help ensure that markets for financial products and services work in a fair and transparent way for consumers and the businesses that serve them. As part of its commitment to transparency, the CFPB has issued Supervisory Highlights: Fall 2012, a periodic publication that apprises the public and the financial services industry about its supervision and examination program,

including significant concerns discovered during the course of its completed work. The CFPB believes this communication will help providers of financial products and services better understand steps they can take to fully comply with federal consumer financial laws and protect against the risk of harm to consumers. This first edition of *Supervisory Highlights* emphasizes the need for financial institutions to implement sound compliance management systems, and discusses issues noted in three key product areas: credit cards, credit reporting, and mortgages.³⁶

SUPERVISION AND EXAMINATION MANUAL, VERSION 2

The CFPB's *Supervision and Examination Manual* guides CFPB examiners in overseeing companies that provide consumer financial products and services. In Version 2, the *Manual* has been updated to restate outdated regulatory citations with new CFPB citations, reflecting the rulemaking authority for federal consumer financial laws which was transferred from other federal agencies to the CFPB by the Dodd-Frank Act. CFPB regulations are codified in Title 12, Chapter X, of the *Code of Federal Regulations*.

The *Manual* also incorporates updated interagency examination procedures based on revisions to (1) TILA, and its implementing Regulation Z, pursuant to the Credit Card Accountability, Responsibility and Disclosure Act of 2009 and (2) the Fair Credit Reporting Act (FCRA), that requires the disclosure of credit score and related information when a credit score is used in taking an adverse action or in risk-based pricing. In addition, it provides new examination procedures covering short-term, small-dollar lending, the Secure and Fair Enforcement for Mortgage Licensing Act, and consumer reporting. It includes updated guidance and procedures for compliance with of RESPA in mortgage originations, and incorporates the June 21, 2012 [Interagency Guidance on Mortgage Servicing Practices Concerning Military Homeowners with Permanent Change of State Orders](#).³⁷

³⁶ *Supervisory Highlights, Fall 2012* can be found at: http://files.consumerfinance.gov/f/201210_cfpb_supervisory-highlights-fall-2012.pdf.

³⁷ The updated CFPB Supervision and Examination Manual can be found at: http://files.consumerfinance.gov/f/201210_cfpb_supervision-and-examination-manual-v2.pdf.

EXAMINATION APPEALS POLICY

The CFPB has issued a new policy that allows supervised entities that receive final, less than satisfactory ratings on their reports of examination to request review of their rating by CFPB officials not involved in the examination or determination of the rating. Supervised entities may also appeal adverse findings conveyed in a supervisory letter. This new appeals policy promotes the CFPB's goals of establishing constructive relationships with supervised entities and maintaining a fair and factually based supervision program. It will help assure consistency in ratings, and will encourage greater industry compliance with applicable laws and regulations and better markets for consumers.³⁸

5.2 Supervisory Guidance and Examination Procedures

CFPB BULLETIN: MARKETING OF CREDIT CARD ADD-ON PRODUCTS

On July 18, 2012, the CFPB issued Bulletin 2012-06, entitled "Marketing of Credit Card Add-on Products". Credit card issuers market "add-on" products to card users, including debt protection, identity theft protection, credit score tracking, and other products that are supplementary to the credit provided by the card itself. The CFPB's supervisory experience indicates that some credit card issuers have employed deceptive promotional practices for add-on products. They have failed to disclose important product terms and conditions, enrolled consumers in programs without their affirmative consent, billed for services that were not activated or performed, and misled consumers by the marketing and sales practices employed. This Bulletin outlines the CFPB's expectation that institutions under its supervision and their service providers offer such products in compliance with provisions of law, including Dodd-Frank Act prohibitions against deceptive practices, TILA, ECOA, and other applicable federal laws and regulations.

³⁸ The Appeals Bulletin can be found at: http://files.consumerfinance.gov/f/201210_cfpb_bulletin_supervisory-appeals-process.pdf.

The Office of Supervision has issued new examination procedures in three broad areas, which are now incorporated into the Supervision and Examination Manual:

LARGER PARTICIPANT RULES

Pursuant to provisions of the Dodd-Frank Act, the CFPB generally has authority to supervise nonbank covered persons of all sizes in the residential mortgage, private education lending, and payday lending markets. In addition, the CFPB has the authority to supervise “larger participant[s]” of markets for other consumer financial products or services, as the Bureau defines by rule.

On July 20, 2012, the Bureau issued a final rule to define larger participants in the consumer credit reporting market. This final rule facilitates the supervision of nonbank covered persons active in that market. In September 2012, the Bureau released [examination procedures related to this rule](#), and since then has begun exercising its supervisory authority in this market. Further, in October 2012, the Bureau issued a final rule to define larger participants of the consumer debt collection market, bringing those entities under its supervisory and examination authority. The Bureau also released examination procedures for this market and held a field hearing in Seattle, WA on October 24, 2012 to receive public feedback.³⁹ The rule and related examination procedures became effective on January 2, 2013.⁴⁰

RULES ESTABLISHING SUPERVISORY AUTHORITY OVER CERTAIN PERSONS POSING RISKS TO CONSUMERS

The Bureau has also proposed a rule to establish supervisory authority over any nonbank entity that it has reasonable cause to determine is posing a risk to consumers with regard to the offering or provision of consumer financial products or services.⁴¹ The proposed rule would

³⁹ The video for this event may be viewed at www.consumerfinance.gov/blog/category/debt-collection/ and Director Cordray’s remarks for the event may be viewed at www.consumerfinance.gov/speeches/prepared-remarks-by-richard-cordray-at-the-public-field-hearing-on-debt-collection-practices/.

⁴⁰ <http://www.gpo.gov/fdsys/pkg/FR-2012-12-07/pdf/2012-29438.pdf>.

⁴¹ <https://www.federalregister.gov/articles/2012/05/25/2012-12718/procedural-rules-to-establish-supervisory-authority-over-certain-nonbank-covered-persons-based-on>.

establish a process for the CFPB to give notice to the nonbank entities of such determinations and would provide them with a reasonable opportunity to respond. The proposed rule would not impose new substantive consumer protection requirements on any nonbank entity. The Bureau anticipates that this rule will be finalized in 2013.

EDUCATION LOANS

On December 17, 2012, the CFPB published procedures it will use in examining private student lenders. These procedures will help CFPB examiners ensure that private student lenders comply with applicable federal consumer financial laws, including TILA, the Electronic Fund Transfer Act, the Fair Debt Collection Practices Act, the FCRA, ECOA, and the Gramm-Leach-Bliley Act.

5.3 Information Sharing With State Regulators

The Office of Supervision has continued to expand its information sharing outreach to state regulators, and now has in place information sharing MOUs with 61 state regulatory agencies in 49 states, the District of Columbia, and Puerto Rico. On December 6, 2012, the CFPB issued a Statement of Intent for Sharing Information with State Banking and Financial Services Regulators. Under an access agreement with the State Regulatory Registry, a subsidiary of the Conference of State Bank Supervisors, the Bureau will have access to state regulatory and licensing information in the Nationwide Mortgage Licensing System.

5.4 Examiner Training and Commissioning

The CFPB's field examination work is carried out by a highly qualified and diverse examination staff that has broad experience in planning and conducting examinations of financial institutions and businesses supervised by the CFPB. In August 2012, 89 experienced examiners became commissioned CFPB examiners, based on their prior experience and commissioning at other federal agencies. The CFPB is continuing to develop its own examiner commissioning test, which will be based on the CFPB's examiner training strategy and components. The examiner training component includes, among other items, the Bureau's Fair Lending Examination Techniques course. Examiners who complete the training and pass the test that the CFPB adopts will become commissioned CFPB examiners.

5.5 Technology

The Bureau has continued to build out its technology infrastructure in order to supervise covered persons in a data-driven manner.

EXAMINERS ENCYCLOPEDIA (E2)

Supervision has launched the Examiners Encyclopedia (e2), an internal online resource that organizes supervisory documentation for reference. The Examiners Encyclopedia includes guidance and publications to support and facilitate the work of the CFPB's Supervision program, including links to the CFPB Supervision and Examination Manual. Additional publications referenced in the tool include:

- CFPB Handbooks and Examination Programs;
- Regulatory Bulletins (Federal and State);
- Federal Register Publications;
- Legal Opinions; and
- Interagency Guidance

COMPLIANCE ANALYSIS SOLUTION

Supervision has also developed the Compliance Analysis Solution (the Solution), an automated system which supports collection, validation and analysis of loan portfolio data through a centralized system. The overall objective of the Solution is to analyze 100% of a loan portfolio, giving examiners the analytical insights necessary to conduct risk-based and targeted compliance assessments. It also allows secure and standardized data submission to the CFPB, which enables consistency in the examination process across institutions. A fair lending-focused component to the Solution is also under development.

The first release of the Solution, on October 19, 2012, performed compliance analysis on mortgage loans, specifically for compliance with the requirements of HOEPA, TILA, and RESPA.

6. Enforcement

The CFPB aims to enforce the consumer protection laws within the Bureau's jurisdiction consistently and to support consumer-protection efforts nationwide by investigating potential violations both independently and in conjunction with other federal and state law enforcement agencies.

6.1 Conducting Investigations

Since the CFPB's launch, the Office of Enforcement has been conducting research and investigating potential violations of federal consumer financial laws. Some investigations were transferred to the Bureau by the prudential regulators and HUD, and the Bureau initiated other investigations based on potentially problematic practices that Bureau staff identified or consumers and others have reported. Enforcement has focused its investigative resources on violations of law that cause the greatest harm to consumers. The investigations currently underway span the full breadth of the Bureau's enforcement jurisdiction. Further detail about ongoing investigations will not generally be made public by the Bureau until a public enforcement action is filed.

6.2 Public Supervisory and Enforcement Actions

Section 1016(c)(5) of the Dodd-Frank Act requires the Bureau to include in the annual report "a list, with a brief statement of the issues, of the public supervisory and enforcement actions to which the Bureau was a party during the preceding year." The Bureau was a party in nine such enforcement actions from January 1, 2012 through December 31, 2012, detailed as follows:

In the Matter of: Capital One Bank (U.S.A.), N.A., File No. 2012-CFPB-0001 (July 18, 2012).

The CFPB brought this public enforcement action and obtained an order requiring Capital One Bank (U.S.A.), N.A. to refund approximately \$140 million to an estimated two million customers and pay an additional \$25 million penalty. The action resulted from a CFPB examination that identified deceptive marketing tactics used by Capital One's vendors to pressure or mislead consumers into paying for "add-on products" such as payment protection and credit monitoring when they activated their credit cards. The Office of the Comptroller of the Currency (OCC) brought a coordinated enforcement action against Capital One, which also included restitution and civil monetary penalties.

In the Matter of: Discover Bank, File No. 2012-CFPB-0005 (September 24, 2012)

The CFPB and the Federal Deposit Insurance Corporation (FDIC) jointly determined that Discover Bank used deceptive telemarketing practices to sell certain credit card add-on products to consumers. Discover agreed to stop deceptive marketing practices, pay approximately \$200 million in restitution to more than 3.5 million customers who purchased credit card add-on products over the telephone between December 1, 2007 and August 31, 2011, and pay a \$14 million civil money penalty.

In the Matters of: American Express Centurion Bank, et al., File Nos. 2012-CFPB-0002, 2012-CFPB-0003, and 2012-CFPB-0004 (October 1, 2012).

The CFPB ordered three American Express subsidiaries to refund an estimated \$85 million to approximately 250,000 customers, and, together with the FDIC, the OCC and the Federal Reserve Board, imposed an additional \$27.5 million in civil money penalties. The Utah Department of Financial Institutions (DFI) also took its own enforcement action. The investigation of American Express began after a routine exam by the FDIC and Utah DFI which was shared with the CFPB after the CFPB inherited jurisdiction over federal consumer financial laws in July of 2011. The CFPB and its sister regulators determined that the programs of various American Express-related companies violated consumer protection laws, including the Card Act, ECOA, the FCRA, and the prohibition against deceptive practices, at nearly every stage of the consumer experience, by using deceptive marketing and debt collection practices, unlawfully discriminating against new account applicants on the basis of age, failing to report consumer disputes to consumer reporting agencies, and charging unlawful fees. The fair lending violations at issue in this matter are discussed in greater detail in the Fair Lending Enforcement section below.

Consumer Financial Protection Bureau v. Gordon, et al. (C.D. Cal. No. 12-cv-06147) (complaint filed July 18, 2012).

This action involves a nationwide mortgage relief scheme in which the CFPB alleges that the defendants took advantage of financially distressed homeowners by promising to help them obtain loan modifications and charging them an advance fee ranging from \$2,500 to \$4,500. In reality, the CFPB believes, the defendants provided consumers with little, if any, meaningful assistance to modify their mortgages. On July 18, 2012, at the Bureau's request, the U.S. District Court issued a Temporary Restraining Order, effectively halting the alleged scheme. The complaint charges that the Defendants violated the Dodd-Frank Act and the Mortgage Assistance Relief Services Rule, recodified as Regulation O. On November 16, 2012, the Court entered a Preliminary Injunction against the Defendants, finding that the Bureau was likely to succeed on the merits of its case. On February 1, 2013, the Court entered a Stipulated Final Judgment and Order for Permanent Injunction and Settlement of Claims as to Defendants Abraham Michael Pessar, Division One Investment and Loan, Inc., and Processing Division, LLC.

In re: 3D Resorts-Bluegrass, LLC, (W.D. Ky., Bankruptcy No. 11-41599) (proof of claim filed July 20, 2012).

The CFPB filed a proof of claim in this bankruptcy action based on potential violations of the Interstate Land Sales Full Disclosure Act and the Dodd-Frank Act of 2010. The potential violations include a series of alleged misrepresentations by a lot seller debtor and others regarding the registration, marketing, and sale of certain lots on a property known as the Green Farm Resort.

Consumer Financial Protection Bureau v. Jalan, et al. (C.D. Cal. No. 8:12-cv-02088)(complaint filed December 3, 2012).

This action involves a nationwide mortgage relief scheme that the CFPB alleges took advantage of financially distressed homeowners. The complaint alleges that the defendants promised to help those homeowners obtain loan modifications and charged them an advance fee ranging from \$1,000 to \$3,000 or more. The CFPB contends that the defendants provided consumers with little, if any, meaningful assistance to modify their mortgages. On December 4, 2012, at the Bureau's request, the U.S. District Court issued a temporary restraining order, effectively halting the alleged scheme, and the defendants subsequently stipulated to a preliminary injunction that was issued on December 14, 2012. The complaint charges that the defendants violated the Dodd-Frank Act and the Mortgage Assistance Relief Services Rule, recodified as Regulation O.

Consumer Financial Protection Bureau, et al. v. Payday Loan Debt Solution, Inc., et al. (S.D. Fla. 2012).

The CFPB obtained a stipulated final judgment in federal district court against a nationwide debt-relief company, Payday Loan Debt Solution, Inc. (PLDS) and its principal, Sanjeet Parvani. The CFPB brought this action in partnership with the State Attorneys General of New Mexico, North Carolina, North Dakota and Wisconsin, and with the State of Hawaii Office of Consumer Protection, based on a CFPB investigation. The investigation revealed that PLDS routinely charged consumers advance fees before attempting to settle their debts. This practice violates the Telemarketing Sales Rule, the Dodd-Frank Act of 2010, and various state laws. The court required PLDS to pay a full refund of up to \$100,000 for the advance fees, imposed a \$5,000 civil penalty, and enjoined PLDS and its principal from engaging in future unlawful conduct.

7. Fair Lending

The CFPB's Office of Fair Lending and Equal Opportunity (Fair Lending) is charged by Congress with "providing oversight and enforcement of Federal laws intended to ensure fair, equitable, and nondiscriminatory access to credit for both individuals and communities" that are enforced by the CFPB, including ECOA and HMDA.⁴²

ECOA⁴³ prohibits discrimination in mortgage lending and a wide array of other lending, including auto finance, credit cards, business loans, and unsecured loans. HMDA⁴⁴ requires that specified mortgage lenders annually collect and accurately report mortgage lending data in order to determine whether institutions are serving the housing needs of their communities, to aid in targeting public investment, and to identify possible discriminatory lending patterns and enforce fair lending laws.

In addition, Fair Lending is charged with "coordinating fair lending efforts of the Bureau with other federal agencies and state regulators, as appropriate, to promote consistent, efficient, and effective enforcement of federal fair lending laws"⁴⁵ and "working with private industry, fair lending, civil rights, consumer and community advocates on the promotion of fair lending compliance and education."⁴⁶ The Dodd-Frank Act also mandates "annual reports to Congress

⁴² Dodd-Frank Act, § 1013(c)(2)(A).

⁴³ See 15 U.S.C. § 1691 *et seq.*

⁴⁴ See 12 U.S.C. § 2801 *et seq.*

⁴⁵ Dodd-Frank Act, § 1013(c)(2)(B).

⁴⁶ Dodd-Frank Act, § 1013(c)(2)(C).

on the efforts of the Bureau to fulfill its fair lending mandate⁴⁷ and transfers to the CFPB annual reporting responsibilities set forth in ECOA⁴⁸ and HMDA.⁴⁹

Pursuant to the Dodd-Frank Act's requirement that the Bureau report to Congress annually on its efforts to fulfill its fair lending mission⁵⁰, the Bureau submitted its **Fair Lending Report** in December 2012 in satisfaction of both this requirement and the Bureau's reporting requirements under ECOA and HMDA. The inaugural Fair Lending Report described the Bureau's first-year accomplishments in fair lending, which included – among other things – establishment of the Office of Fair Lending, commencement of the CFPB's fair lending supervision program and completion of various levels of fair lending reviews at dozens of bank and nonbank institutions offering a variety of lending products, development of the CFPB's fair lending enforcement program, and initiation of fair lending investigations.

In this update, we focus on highlights from our fair lending supervision program, a recent fair lending enforcement action, and interagency coordination activity.

7.1 Fair Lending Supervision

With respect to ECOA, the CFPB has discovered that some institutions have inadequate fair lending compliance programs. In order to avoid potential fair lending compliance issues, every financial institution should establish fair lending policies, procedures and internal controls which are tailored to the particular institution's size and operations, in order to ensure that it is operating in compliance with ECOA and its implementing Regulation B, in all of the financial institution's relevant lines of business. Additionally, CFPB examiners have identified several institutions with significant error rates in data reported pursuant to HMDA. HMDA data plays a key role in the work of the CFPB's examination teams and Fair Lending, as well as other

⁴⁷ Dodd-Frank Act, § 1013(c)(2)(D).

⁴⁸ See 15 U.S.C. § 1691f.

⁴⁹ See 12 U.S.C. § 2807.

⁵⁰ Dodd-Frank Act, § 1013(c)(2)(D).

regulatory agencies. Lenders that do not accurately report data under HMDA violate the law, and hinder regulators' and the public's ability to compare mortgage data across the industry in a meaningful way.

7.2 Fair Lending Enforcement

As discussed in the section on Enforcement above, on October 1, 2012, the CFPB – together with federal and state partners – announced a [public enforcement action against American Express](#). The CFPB announced that it had issued orders requiring three American Express subsidiaries to, among other things, refund an estimated \$85 million to approximately 250,000 customers and pay a civil money penalty of \$14.1 million to the CFPB for violations of consumer protection laws. Fair Lending, working closely with Supervision and Enforcement colleagues within the Bureau, addressed practices at one subsidiary involving the use of a credit scoring system that took age into account when evaluating applicants. The CFPB found that the subsidiary, American Express Centurion Bank, discriminated against applicants on the basis of age because its credit scoring system did not comply with ECOA and its implementing regulation.

The Consent Order required American Express Centurion Bank to take all action necessary to eliminate violations of ECOA and ensure full compliance with the law. Specifically, American Express Centurion Bank will not unlawfully discriminate based on age in credit decisions and will also be required to certify that all qualified consumers who suffered unlawful age discrimination have an opportunity to reapply for a card.

7.3 Interagency Fair Lending Coordination

Fair lending supervision and enforcement requires close partnerships and coordination both among the various divisions and offices within the Bureau, as well as among the Bureau's many federal and state regulatory and enforcement partners. Recently, recognizing that effective cooperation is important to protect consumers, prevent duplication of efforts, and provide consistent enforcement of federal fair lending laws, the CFPB formalized its fair lending enforcement relationship with the Civil Rights Division of the United States Department of Justice via an [MOU](#).

The CFPB has also engaged in a variety of efforts to coordinate with other federal supervisory and enforcement agencies, and has begun outreach to state agencies. Those efforts include joining the U.S. Department of Justice, HUD, the Federal Reserve, and the National Association of Attorneys General as a co-chair of the Federal Financial Fraud Enforcement Task Force's Non-Discrimination Working Group. The Task Force brings together representatives from law enforcement agencies, regulatory authorities, inspectors general, and state attorneys general to combat financial fraud. The CFPB also participates in the Federal Interagency Task Force on Fair Lending, which brings together various federal regulatory agencies⁵¹ to discuss and coordinate fair lending activities.

The CFPB is committed to working with federal and state partners to ensure that all instances of unlawful discrimination in lending and unequal access to credit are appropriately addressed.

⁵¹ The following agencies also participate in the Federal Interagency Task Force on Fair Lending: HUD, the U.S. Department of Justice, the OCC, the Federal Reserve, the FDIC, the Federal Housing Finance Agency, the NCUA, and the FTC.

8. Building a Great Institution: Update

The CFPB strives to promote transparency, accountability, and fairness. Built on these values, the CFPB is better able to make consumer financial markets work for consumers, honest businesses, and the economy.

8.1 Open Government

A key mission of the CFPB is to make consumer financial products and services more transparent in the consumer marketplace. The CFPB strives to lead by example by being transparent with respect to its own activities.

The Bureau's website is its primary vehicle for sharing information. For example, the Bureau posts the following information on consumerfinance.gov:

- **Leadership Calendars**

The CFPB is committed to letting consumers know the daily schedules of its senior leadership. The Bureau posts the monthly calendars of its Director and Deputy Director on its [website](http://consumerfinance.gov). To further the usefulness of these calendars, the Bureau provides the calendars in multiple formats⁵² on a monthly basis.

- **Budget Updates**

The CFPB has published regular quarterly budget updates on its website, including financial reports for each quarter of the fiscal year, three fiscal years' worth of funding

⁵² E.g. interactive/web-based, ics file, RSS feed and Adobe pdf.

requests and acknowledgements, and information about the Bureau's [Civil Penalty Fund](#) that was created under the Dodd-Frank Act.

- **General Reports**

The CFPB publishes a variety of reports to document challenges observed in the consumer financial marketplace, to present empirical findings to policymakers, and to illustrate progress in specific areas. Recently published reports concern reverse mortgages, private education loans, an analysis of differences between consumer and creditor-purchased credit scores, a report on the credit reporting marketplace, the annual report of the CFPB Student Loan Ombudsman, and a report on student loan servicing and the cost to our men and women in uniform.⁵³ Additionally, the CFPB posted a [list of depository institutions and depository affiliates of depository institutions](#) under its supervisory authority. Finally, in certain instances, the Bureau publicizes [petitions made to modify or set aside civil investigative demand actions](#).

- **Guidance Updates**

From time to time, the CFPB will publish specific materials providing guidance to industry and members of the public. In 2012, the Bureau provided additional guidance on its website in the form of a Statement of Intent for sharing information with state banking and financial services regulators, a bulletin regarding FCRA's streamlined process requirement for consumers to obtain free annual credit reports, a bulletin regarding implementation of the remittance rule, a bulletin regarding appeals of supervisory matters, a bulletin regarding the marketing of credit card add-on products, a final policy statement on the publication of credit card complaint data, interagency guidance on mortgage servicing practices concerning military homeowners with Permanent Change of Station Orders and a supervisory coordination MOU with the Federal Reserve Board, FDIC, NCUA and OCC.⁵⁴ Additionally, the Bureau has posted [information about its Amicus program](#), the briefs filed in court, and the [Information Quality Guidelines](#) that illustrate how the Bureau strives to ensure and maximize the quality, objectivity, utility and integrity of the information it disseminates to the public.

⁵³ See Appendix E for a list of all the reports published in 2012 by the CFPB.

⁵⁴ All guidance documents and MOUs may be found at consumerfinance.gov/guidance/.

9. Budget

The Bureau is committed to fulfilling its statutory responsibilities and delivering value to American consumers by being accountable and using our resources wisely and carefully.

The CFPB's Operations Division is responsible for coordinating activities related to the development of the CFPB's annual budget. The Office of the Chief Financial Officer within the Division has primary responsibility for developing the budget, and works in close partnership with the Office of Human Capital, the Office of Procurement, the Technology and Innovation team, and other program offices to develop budget and staffing estimates in consideration of statutory requirements, performance goals, and priorities of the Bureau. The CFPB Director ultimately approves the CFPB budget.

9.1 How the CFPB is Funded

The CFPB is funded principally by transfers from the Board of Governors of the Federal Reserve System, up to the limits set forth in the Dodd-Frank Act. The Director of the CFPB requests transfers from the Federal Reserve System in amounts that are reasonably necessary to carry out the Bureau's mission. Annual funding from the Federal Reserve System is capped at a fixed percentage of the total 2009 operating expenses of the Federal Reserve System, equal to:

- 10% of these Federal Reserve System expenses (or approximately \$498 million) in fiscal year (FY) 2011;
- 11% of these expenses (or approximately \$547.8 million) in FY 2012; and

- 12% of these expenses (or approximately \$597.6 million) in FY 2013 and each year thereafter, subject to annual adjustments.⁵⁵

As of December 31, 2012, the CFPB had requested transfers from the Federal Reserve totaling \$136.2 million to fund CFPB operations and activities for the first quarter of FY 2013.⁵⁶ These funds are held in an account for the Bureau at the Federal Reserve Bank of New York.

Bureau funds that are not funding current needs of the CFPB are invested in Treasury securities. Earnings from those investments are also deposited into the Bureau's account.⁵⁷

If the authorized transfers from the Federal Reserve are not sufficient in FY 2010-2014, the CFPB has the authority to ask Congress for up to \$200 million in additional funds, subject to the appropriations process.⁵⁸ The CFPB did not request an appropriation in FY 2011 or FY 2012 and does not plan to request one in FY 2013 or FY 2014.

Pursuant to the Dodd-Frank Act, the CFPB is also authorized to collect and retain for specified purposes civil penalties collected from any person in any judicial or administrative action under federal consumer financial laws.⁵⁹ The CFPB generally is authorized to use these funds for payments to victims of activities for which civil penalties have been imposed, but may also use the funds for purposes of consumer education and financial literacy programs under certain circumstances. The CFPB maintains a separate account for these funds at the Federal Reserve Bank of New York.

In the fourth quarter of FY 2012, the CFPB conducted major enforcement actions against Capital One Bank and Discover, which resulted in the institutions entering into two separate consent orders. The institutions agreed to pay a total of \$32 million in civil monetary penalties to the CFPB, and also agreed to provide other relief directly to consumers.

⁵⁵ See Dodd-Frank Act, Pub. L. No. 111-203, Sec. 1017(a)(2).

⁵⁶ The Bureau posts all funding request letters on its website at consumerfinance.gov/budget.

⁵⁷ See Dodd-Frank Act, Pub. L. No. 111-203, Sec. 1017(b).

⁵⁸ See id. Sec. 1017(e).

⁵⁹ See id. Sec. 1017(d).

In the first quarter of FY 2013, the CFPB also settled enforcement actions against American Express and PLDS, which resulted in the institutions entering into four separate consent orders. American Express agreed to pay a total of \$14.1 million in civil penalties to CFPB and to provide relief directly to consumers identified in the action. PLDS agreed to pay a total of \$5,000 in civil penalties to CFPB and provide \$100,000 in redress for harmed consumers.

9.1.1 Fiscal Year 2013 Spending

As of December 31, 2012, the end of the first quarter of FY 2013, the CFPB had spent \$85.9 million (including commitments, obligations, and outlays) for FY 2013. The CFPB spent approximately \$45 million on employee compensation and benefits for the 1,073 CFPB employees who were on-board as of December 15, 2012.

In addition to payroll expenses, the largest obligations for the first quarter of FY 2013 were related to contractual services. Large obligations of \$1 million and over made during the first quarter of FY 2013 to both government and non-government vendors included:

- \$7.5 million to the Department of Treasury for cross-servicing of various human resource and financial management services, such as core financial accounting, transaction processing and reporting, travel and payroll;
- \$3.5 million for maintaining ongoing operations of the CFPB's consumer contact center and enhancements to the case management database;
- \$3.5 million for facility operations and maintenance costs for the CFPB's headquarters building;
- \$1.5 million for electricity at CFPB headquarters;
- \$1.4 million for security services at CFPB headquarters; and
- \$1.2 million for management and consulting services for the CFPB's Office of Consumer Response.

TABLE 4: BREAKS OUT YEAR-TO-DATE SPENDING BY EXPENSE CATEGORY

Expense Category	FY 2013 Spending to Date*
Personnel Compensation	\$35,323,000
Benefit Compensation	9,605,000
Travel	2,569,000
Transportation of Things	15,000
Rents, Communications, Utilities & Misc.	3,635,000
Printing and Reproduction	72,000
Other Contractual Services	28,865,000
Supplies & Materials	836,000
Equipment	5,002,000
Total (as of 12/31/12)	\$85,922,000

* Includes open commitments for procurements for which a vendor has not yet been determined and funds have not yet been obligated.

TABLE 5: TABLE 9 BREAKS OUT 2013 YEAR-TO-DATE SPENDING BY DIVISION/PROGRAM AREA

Division/Program Area	FY 2013 Spending to Date
Office of the Director	\$1,231,000
Operations	29,791,000
Consumer Education & Engagement	2,585,000
Research, Markets & Regulations	7,910,000
Supervision, Enforcement, Fair Lending	22,857,000
Legal Division	2,521,000

External Affairs	1,066,000
Ombudsman	95,000
Centralized Services ⁶⁰	17,866,000
Total (as of 12/31/12)	\$85,922,000

9.1.2 Fiscal Year 2012 Spending

In FY 2012, which ended on September 30, 2012, the CFPB incurred \$299.76 million in obligations.⁶¹ Approximately \$134 million was spent on employee compensation and benefits for the 970 CFPB employees on-board by September 30, 2012.

In addition to payroll expenses, the largest obligations for FY 2012 were related to other contractual services, such as administrative services provided by other Federal agencies, including the Department of Treasury.

As required by the Dodd-Frank Act, the CFPB prepared financial statements for FY 2012. The Government Accountability Office (GAO) rendered an unqualified, or “clean” [audit opinion](#) on the CFPB’s financial statements. GAO noted no material weaknesses or significant deficiencies in CFPB’s internal controls and cited no instances of noncompliance with laws and regulations. The CFPB financial statements and GAO’s opinion are available in the [Financial Report of the CFPB for FY 2012](#).

⁶⁰ Centralized services include the cost of certain administrative and operational services provided centrally to other Divisions (e.g., building space, utilities, and IT-related equipment and services).

⁶¹ Budget and spending information is available at consumerfinance.gov/budget.

TABLE 6: BREAKS OUT FINAL FY 2012 SPENDING BY EXPENSE CATEGORY

Expense Category	FY 2012 Spending
Personnel Compensation	\$99,464,000
Benefit Compensation	34,727,000
Travel	10,117,000
Transportation of Things	166,000
Rents, Communications, Utilities & Misc.	1,514,000
Printing and Reproduction	1,693,000
Other Contractual Services	134,933,000
Supplies & Materials	2,556,000
Equipment	14,590,000
Total (as of 9/30/12)	\$299,760,000

TABLE 7: BREAKS OUT FINAL FY 2012 SPENDING BY DIVISION/PROGRAM AREA

Division/Program Area	FY 2012 Spending
Office of the Director	\$3,948,000
Operations	73,895,000
Consumer Education & Engagement	15,036,000
Research, Markets & Regulations	24,838,000
Supervision, Enforcement, Fair Lending	83,027,000
Legal Division	7,821,000
External Affairs	3,773,000

Centralized Services	87,422,000
Total (as of 9/30/12)	\$299,760,000

Some of the Bureau's significant obligations that occurred during FY 2012 included:

- \$19.8 million to Treasury for various administrative support services, including information technology and human resource systems support;
- \$14.2 million for occupancy agreements with other federal agencies;
- \$10.3 million for project and administrative management, as well as general consulting services, to support the Office of the Chief Information Officer through the end of FY 2013;
- \$8.4 million to a contractor for the development and operation of the Consumer Response System;
- \$7.6 million to the Bureau of the Public Debt for cross-servicing of various human resource and financial management services, such as core financial accounting, transaction processing and travel;
- \$6.8 million to an information technology contractor for project management support services;
- \$4.0 million to a contractor for hosting, cloud infrastructure, and system administration services; and
- \$3.9 million to a contractor for human resource support services.

10. Diversity and Excellence

10.1 Recruiting and Hiring

Over the past year, the CFPB has pursued a strategic imperative to recruit and hire highly qualified individuals. These efforts have focused on filling vacancies at its headquarters in Washington, DC, and in its examiner workforce distributed across the country. The Bureau's examiners are organized by regions and anchored by key strategic satellite offices in three of the nation's financial hubs – Chicago, IL; New York, NY; and San Francisco, CA. As of December 15, 2012, there were 1,073 staff on-board and working to carry out the CFPB's mission. These include approximately 230 highly qualified regulators, researchers, lawyers, and market practitioners who transferred to the CFPB from consumer protection divisions of the prudential regulators and other federal agencies.

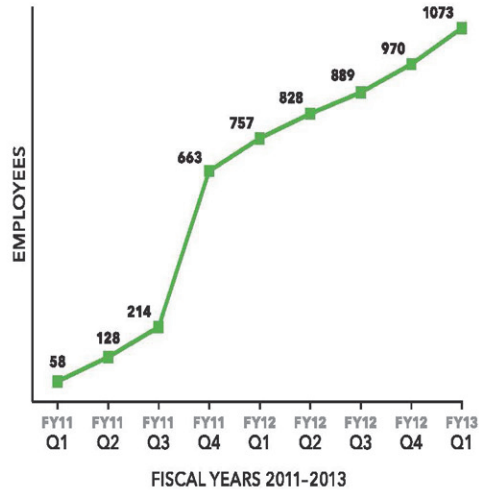
As the Bureau continues to grow, the CFPB has implemented a strategic recruiting plan that enhances formal recruiting efforts⁶² to ensure a sustainable pipeline of diverse candidates for occupations across the Bureau. This strategy includes:

- Conducting significant and broad outreach at over 60 universities and affinity group events to introduce potential employees to the mission, vision, and values of the CFPB;
- Establishing a flagship jobs website to provide candidates with information about employment opportunities across CFPB divisions;
- Utilizing over 200 existing staff as recruiters to share their experiences with potential employees;

⁶² These include utilizing USA Jobs and the posting of job announcements on the CFPB website at consumerfinance.gov/jobs/.

- Using social media to connect with potential employees and spread information about employment opportunities at the CFPB;
- Enlisting senior leadership to host outreach events to attract people to the CFPB as a “best place to serve”;
- Creating professional development programs to build a robust pipeline of talent to meet current and emerging workforce needs, such as the Presidential Management Fellows, Director’s Financial Analysts and Honors Attorney programs, as well as a 51-person summer intern program;
- Partnering with diversity and professional groups such as the Hispanic National Bar Association and the Partnership for Public Service to conduct online and in person information sessions about applying for careers with the CFPB and other federal agencies;
- Employing a novel strategy of reaching candidates through focused social media and relevant print and online publications;
- Working closely with our colleagues to help prospective employees get a sense for the CFPB culture and employee experience; and
- Working closely with our colleagues in design, technology, and consumer engagement to develop an employer identity that invites people to learn more about the work of the CFPB.

FIGURE 8: QUARTERLY GROWTH OF CFPB POSITIONS FILLED THROUGH DECEMBER 15, 2012



10.2 Staff Education, Training and Engagement

Since its creation, the CFPB has focused on strong engagement with existing and potential Bureau staff, successfully utilizing education, training, and engagement programs. As the CFPB matures, it continues to build and offer:

- Robust programs that aim to keep its employees current on the latest skills they need to conduct their work and be successful;
- Vehicles for full participation in a vibrant culture that adheres to the CFPB's values of Serve, Lead, and Innovate, and that fosters the successful achievement of its mission;
- Management training and process support for performance management to provide employees with clear performance plans and objectives, and meaningful feedback on their performance; and
- Programs and methods to ensure that the CFPB attracts the best, brightest, and most diverse group possible to carry out its mission.

The CFPB is developing a learning environment tailored to meet the specific needs of the Bureau's divisions and the individuals within them.

In addition, the Bureau's Office of Human Capital (OHC) is working to identify, cultivate, and sustain a diverse workforce and inclusive work environment. OHC is committed to a culture that encourages collaboration and fairness, and leverages diversity throughout the organization so that all individuals are equipped to Serve, Lead, and Innovate.

10.3 Diversity

Diversity has been a cornerstone of the CFPB's foundation, its strategic workforce planning programs, and its contracting since its establishment. In January 2012, the Bureau formally established The Office of Minority and Women Inclusion (OMWI) to ensure that inclusion continues to inform its work, and in April 2012 hired the first Director for this office.

The OMWI focuses on developing and refining standards for:

- Equal employment opportunity, workforce diversity, and inclusion at all levels of the Bureau;
- Increased participation of minority-owned and women-owned businesses in the CFPB's programs and contracts; and
- Assessing the diversity policies and practices of entities that the CFPB regulates.

10.3.1 Diversity in the CFPB's Workforce

As of December 15, 2012, the CFPB's workforce is 48% women and 52% men. Minorities comprise 34% of the CFPB workforce.

FIGURE 9: BUREAU-WIDE GENDER AND MINORITY STATISTICS TO FIRREA COMPARISONS

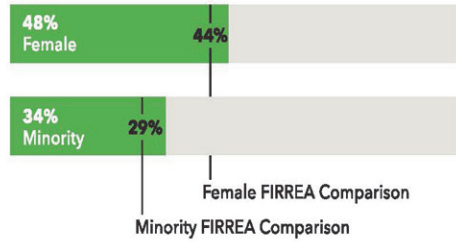


Figure 9⁶³ compares CFPB's workforce to the FIRREA community with respect to diversity by gender, race, and ethnicity.

10.3.2 OMWI'S Role at the CFPB

OMWI helps all parts of the Bureau bring diverse perspectives to their work and promotes inclusive hiring and contracting practices.

EMPLOYMENT

OMWI is responsible for promoting diverse and inclusive employment practices at the Bureau. OMWI is collaborating with OHC to develop long-term plans that focus on active participation at recruitment and outreach events in order to attract a diverse pool of qualified candidates emphasizing diversity from a wide range of American society.

OMWI is assisting with the development of internal systems and processes that will continually support the capability to attract applicants and ensure that the CFPB has the benefit of a diverse and qualified pool of candidates for all job openings. To support this effort, OMWI is developing

⁶³ FIRREA numbers as of September 2012. Figure 9 compares the CFPB with other FIRREA agencies with respect to the percentage of women and racial and ethnic minorities in the workforce.

strategic partnerships with colleges, universities, professional organizations and affinity groups from across the country. OMWI is working with hiring managers at the CFPB to create internship opportunities and entry-level positions that target diverse groups of students around the country.

OMWI is also collaborating with OHC and the Office of Equal Employment Opportunity (OEEO) to develop baseline metrics and reporting systems to monitor and analyze the diversity of applicants and hires. OMWI is involved in developing the applicant assessment process, including exploring the use of methods that will enhance the qualifications review process.

OMWI is working with OHC to ensure that employees and supervisors receive diversity training to expand awareness, knowledge and cultural competencies that aid in the understanding and management of a diverse workforce and its value to the CFPB mission.

OMWI is collaborating with OHC and division heads to promote policies, practices, and procedures to ensure that all employees are developed to their maximum potential. This is accomplished through a comprehensive workforce planning strategy centered around training and developmental opportunities, mentoring programs, rotations, lateral moves, and details that enhance the skills and key competencies necessary for advancement and success. OMWI works closely with OHC, OEEO, and department heads in analyzing [annual employee survey](#) results, exit interview trends and workforce analytics to determine retention issues and areas of opportunity to maintain and grow an inclusive workforce at the CFPB. OMWI also supports affinity group development for the CFPB's workforce to further foster collaboration and inclusion within the Bureau.

DIVERSITY AND INCLUSION AT REGULATED ENTITIES

Under the Dodd Frank Act, OMWI is required to create standards for assessing the diversity and inclusion policies and practices of the entities regulated by the CFPB. OMWI is coordinating with fellow OMWI Directors at the FDIC, the Federal Reserve, the NCUA, the OCC, and the SEC to create these standards. The OMWIs have met with stakeholders from the banking and finance community, as well as with advocacy and community organizations to discuss methods to develop the standards.

EXTERNAL AFFAIRS AND COMMUNICATION

In collaboration with External Affairs, OMWI conducts outreach to consumer groups, advocacy organizations and other stakeholders to develop strong and productive partnerships. These

meetings serve as forums to discuss concerns and issues such as those related to minority and women-owned business contracting opportunities with the Bureau, as well as opportunities within the regulated entities. OMWI and the Procurement Office will continue to develop productive relationships with the representatives of the communities that we serve.

PROCUREMENT

The Procurement Office is currently measuring obligations for certain small business contracts awarded to minority-owned small disadvantaged businesses and women-owned small businesses. During FY 2012, the Bureau awarded 27% of contract dollars to small businesses.⁶⁴ As shown in Table 8, of the total contract dollars awarded in FY 2012, 9%⁶⁵ went to small disadvantaged businesses, with a substantial majority of that 9%⁶⁶ being awarded to certified 8(a) minority-owned firms. Additionally, 6.5%⁶⁷ of total contract dollars went to woman-owned small businesses.

TABLE 8: CONTRACT DOLLARS AWARDED TO SMALL BUSINESS BY TYPE

	Obligated dollars*
Small disadvantaged business	\$7 M
Woman-owned small business	\$5 M
Service disabled veteran owned small business	\$4 M
HubZone small business	\$1 M

*Dollars may apply to multiple socio-economic categories.

⁶⁴ Approximately \$21 million.

⁶⁵ Approximately \$7 million.

⁶⁶ 85% of contract dollars awarded to small disadvantaged businesses, or approximately \$6 million, were awarded to certified 8(a) minority-owned firms.

⁶⁷ Approximately \$5 million.

Coordinating with OMWI, the Procurement Office is developing an external website presence with a forecast of procurement opportunities. Many small and minority-owned businesses may find trying to do business with the Federal Government difficult and unclear. In an effort to increase transparency, both offices are working together to provide a forum for Frequently Asked Questions, and are partnering with our fellow FIRREA partners in developing a joint training event on “how to do business with the Federal Government,” targeting small, minority and woman-owned businesses.

APPENDIX A:

More about the CFPB

**GENERAL INFORMATION:**Email Address: info@consumerfinance.gov

Phone Number: (202) 435-7000

Mailing Address:

Consumer Financial Protection Bureau

ATTN: Employee Name, Division, and/or Office Number

1700 G Street, NW

Washington, DC 20552

**CONSUMER RESPONSE:**

Hours of Operation: 8 am - 8 pm EST

Toll Free Number: (855) 411-CFPB (2372)

Español: (855) 411-CFPB (2372)

TTY/TDD: (855) 729-CFPB (2372)

Fax Number: (855) 237-2392

**MAILING ADDRESS:**

Consumer Financial Protection Bureau

PO Box 4503

Iowa City, Iowa 52244

**WHISTLEBLOWERS:**Email: whistleblower@consumerfinance.gov

Toll Free Number: 855-695-7974



PRESS & MEDIA REQUESTS:

Email: press@consumerfinance.gov



OFFICE OF LEGISLATIVE AFFAIRS:

Legislative Affairs: 202-435-7960



CFPB OMBUDSMAN'S OFFICE:

Email: CFPBOmbudsman@cfpb.gov

Webpage: consumerfinance.gov/ombudsman

Toll Free Number: (855) 830-7880

Fax Number: (202) 435-7888

APPENDIX B:

Statutory Reporting Requirements

This Appendix provides a guide to the Bureau's response to the reporting requirements of Section 1016(c) of the Dodd-Frank Act. The sections of the report identified below respond to Section 1016(c)'s requirements.

Statutory Subsection	Reporting Requirement	Section	Page
1	A discussion of the significant problems faced by consumers in shopping for or obtaining consumer financial products or services	Consumer Challenges in Obtaining Financial Products and Services – Shopping Challenges	36-39
2	A justification of the Bureau's budget request for the previous year	Building a Great Institution: Update – Budget; Appendix H – Financial and Budget Reports	76-82 109-110
3	A list of significant rules and orders adopted by the Bureau, as well as other significant initiatives conducted by the Bureau, during the preceding year, and the plan of the Bureau for rules, orders, or other initiatives to be undertaken during the upcoming period	Appendix C – Significant Rules, Orders, and Initiatives	95-100
4	An analysis of complaints about consumer financial products or services that the Bureau has received and collected in its central database on complaints during the preceding year	Consumer Challenges in Obtaining Financial Products and Services – Consumer Concerns	12-36

5	A list, with a brief statement of the issues, of the public supervisory and enforcement actions to which the Bureau was a party during the preceding year	Public Supervisory and Enforcement Actions	66-69
6	The actions taken regarding rules, orders, and supervisory actions with respect to covered persons which are not credit unions or depository institutions	Appendix D – Actions Taken Regarding Rules, Orders, and Supervisory Actions with Respect to Covered Persons Which Are Not Credit Unions or Depository Institutions	101-02
7	An assessment of significant actions by State attorneys general or State regulators relating to Federal consumer financial law	N/A ⁶⁸	N/A
8	An analysis of the Bureau's efforts to fulfill its fair lending mission	Delivering for American Consumers and Leveling the Playing Field – Fair Lending	70-73
9	An analysis of the Bureau's efforts to increase workforce and contracting diversity consistent with the procedures established by OMWI	Building a Great Institution: Update – Diversity and Excellence	83-90

⁶⁸ The Bureau has not learned of any such actions that have been filed between January 1, 2012 and December 31, 2012.

APPENDIX C:

Significant Rules, Orders, and Initiatives⁶⁹

Section 1016(c)(3) requires “a list of significant rules and orders adopted by the Bureau, as well as other significant initiatives conducted by the Bureau, during the preceding year and the plan of the Bureau for rules, orders or other initiatives to be undertaken during the upcoming period.”

In the past year, the Bureau proposed or adopted the following significant rules and orders and conducted the following significant initiatives⁷⁰:

- Rules (proposed and final) to implement Dodd-Frank Act protections concerning consumer remittance transfers to foreign countries;
- Final rule temporarily delaying the effective date of the CFPB’s final rule on remittance transfers;
- Rules to implement Dodd-Frank Act provisions on the following:
 - Ability to Repay/Qualified Mortgages (final rule);
 - Escrows (final rule);
 - Appraisal requirements for higher-risk mortgages (interagency) under TILA (proposed and final rules);
 - Appraisal requirements under ECOA (proposed and final rules);

⁶⁹ Links to final rules, proposed rules and guidance documents are available from the CFPB’s website, *available at:* consumerfinance.gov/regulations/.

⁷⁰ To provide a more complete description of the Bureau’s work during this period, this Appendix also discusses rules issued in January 2013. In addition, to better inform the public, this Appendix contains a discussion of a broad range of rulemakings, orders, and initiatives, which may not be defined as “significant” for other purposes.

- High-cost mortgage loans under HOEPA (proposed and final rules);
 - Loan originator compensation (proposed and final rules); and
 - Mortgage loan servicing (proposed and final rules).
- Proposed rule combining certain disclosures that consumers receive under TILA and RESPA in applying for and closing on a mortgage loan;
- Final rule delaying the implementation date for certain new mortgage disclosure requirements in order for those requirements to be implemented with the Bureau's final rule integrating mortgage disclosures under TILA and RESPA;
- Concurrently with issuing the final Ability to Repay/Qualified Mortgage rule, a proposed rule proposing amendments to the final rule, including exemptions for certain nonprofit creditors and certain homeownership stabilization programs, and an additional definition of a qualified mortgage for certain loans made and held in portfolio by small creditors. The Bureau also sought feedback on whether additional clarification is needed regarding the inclusion of loan originator compensation in the points and fees calculation;
- Proposed rule amending the rules implementing the credit card ability to pay provisions of TILA to address concerns that the current rule unduly limits the ability of spouses and partners not working outside the home to obtain credit cards based on the income of the other spouse or partner;
- Proposed rule amending the rules implementing TILA's limits on the total amount of fees that a credit card issuer may require a consumer to pay during the first year after account opening;
- Final rule defining "larger participants" in the debt collection market;
- Final rule defining "larger participants" in the consumer reporting market;
- Final rules defining procedures for investigations, rules of practice for adjudication proceedings;
- Final rule regarding confidential treatment of privileged information;
- Interim final rule ensuring nondiscrimination on the basis of disability in programs and activities undertaken by the Bureau;
- Interim final rule regarding supplemental ethics regulations for CFPB employees;
- Advance Notice of Proposed Rulemaking seeking comment, data and information about GPR prepaid cards;
- Appointed 25 consumer experts for the CFPB's Consumer Advisory Board;
- Began accepting complaints on bank products and services, private student loans, consumer loans, and credit reporting;

- Continued to expand information sharing with state regulators; information sharing agreements are now in place with 61 state regulatory agencies in 49 states, the District of Columbia, and Puerto Rico;
- Entered into an MOU formalizing the CFPB's fair lending enforcement relationship with the Civil Rights Division of the Department of Justice;
- Entered into an MOU with the FTC to protect consumers and avoid duplication of federal law enforcement and regulatory efforts;
- Entered into an MOU with the prudential regulators to ensure the coordination of important aspects of the supervision of insured depository institutions with more than \$10 billion in assets and their affiliates;
- In collaboration with the Department of Education, released a report to Congress with respect to private student loans;
- Issued Bulletin on third-party service providers to supervised entities;
- Issued Bulletin regarding marketing of credit card add-on products;
- Issued Bulletin regarding Remittance Rule implementation;
- Issued the Bureau's *Supervision and Examination Manual, Version 2.0*;
- Issued Examination Appeals Policy;
- Issued examination procedures for education loans;
- Issued Statement of Intent for sharing information with state banking and financial services regulators;
- Launched *Ask CFPB*, an interactive online tool that helps consumers find clear, unbiased answers to their financial questions;
- Launched the Consumer Complaint Database;
- Proposed policy to Encourage Trial Disclosure Programs;
- Launched an interactive online tool to allow students and families to compare financial aid offers to better understand future debt burdens and navigate paying for college. Based on feedback from consumers, institutions of higher education, and other stakeholders, new features and improvements have been implemented;
- Released a compliance bulletin regarding the enforcement of ECOA, and recognizing the disparate impact doctrine;
- Released a report and consumer guide about reverse mortgages;
- Released a report on the difference in "educational" credit scores sold to consumers and scores sold to and used by creditors;
- Released a white paper describing the credit reporting infrastructure at the three largest credit reporting agencies;
- Released and tested a draft periodic mortgage statement;

- Request for Comment on Payday Lending Hearing Transcript;
- Request for Information Regarding Complaints From Private Education Loan Borrowers;
- Request for Information Regarding Consumer Use of Reverse Mortgages;
- Request for Information Regarding Credit Card Market;
- Request for Information Regarding Impacts of Overdraft Programs on Consumers;
- Request for Information Regarding Scope, Methods, and Data Sources for Conducting Study of Pre-Dispute Arbitration Agreements;
- Request for Information Regarding Senior Financial Exploitation;
- With the U.S. Department of Defense, the FTC, and the National Association of Attorneys General, developed a database to combat consumer financial fraud directed at military members, veterans, and their families;
- With the FDIC, the Federal Reserve, the OCC, and the NCUA, released joint guidance to address mortgage servicer practices that may pose risks to homeowners who are serving in the military;

In 2013, the Bureau also plans to propose or adopt the following significant rules and orders, and conduct the following significant initiatives:

- Final rule addressing proposed amendments to the Bureau's Ability to Repay/Qualified Mortgage rule and Regulation Z (TILA) to exempt certain nonprofit creditors and certain homeownership stabilization programs and to add an additional definition of a qualified mortgage for certain loans made and held in portfolio by small creditors. The rule will also address whether there is a need for additional clarification regarding the inclusion of loan originator compensation in the points and fees calculation;
- Final rule (proposed in December 2012) amending the CFPB's remittance rule to provide additional clarity regarding disclosures and error resolution procedures;
- Rule finalizing a Bureau proposal amending the regulations implementing TILA's limits on the total amount of fees that a credit card issuer may require a consumer to pay during the first year after account opening;
- Rule finalizing a Bureau proposal to amend the regulations implementing the credit card ability to pay provisions of TILA to address concerns that the current rule unduly limits the ability of spouses and partners not working outside the home to obtain credit cards based on the income of the other spouse or partner;

- Rules finalizing the restatement of regulations implementing consumer financial protection laws transferred from other regulatory agencies to the Bureau by the Dodd-Frank Act;
- Rules concerning the Consumer Financial Civil Penalty Fund, which will establish procedures that the Bureau will follow when allocating funds in the Civil Penalty Fund to victims of activities for which civil penalties were imposed under federal consumer financial laws;
- Rules concerning debt collection, which will contain procedures for the Bureau's collection of debts owed to the United States;
- Continue to finalize integrated disclosures and accompanying rules for mortgage loans that satisfy the requirements of both TILA and RESPA;
- Continue work on possible regulatory streamlining and burden reduction efforts;
- Continue work toward a rulemaking to implement the Dodd-Frank Act amendments to HMDA;
- Continue work toward a rulemaking on GPR prepaid cards;
- Continued expansion of the Bureau's capacity to handle consumer complaints with respect to all products and services within its authority;
- Enforcement of Nondiscrimination on the Basis of Disability in Programs and Activities Conducted by the Bureau of Consumer Financial Protection;
- Enforcement of Nondiscrimination on the Basis of Disability in Programs Receiving Financial Assistance from the Bureau;
- Issue reports on private student loans and recommendations on best practices concerning financial advisors who work with older Americans, as directed in the Dodd-Frank Act;
- Issue reports on various aspects of the Bureau's work and operations, including reports on Consumer Response, Financial Education, Fair Lending, and Human Capital, among others,⁷¹ as directed in the Dodd-Frank Act;
- Pilot program to evaluate certain financial education programs in the field;
- Procedures for Filing Claims against the Bureau under the Federal Tort Claims Act for loss of or damage to property or for personal injury or death;

⁷¹ See Appendix E for reports.

- Propose additional rules to further define the scope of the Bureau's nonbank supervision program; and
- Working jointly with the Federal Reserve Board, rules finalizing a Board proposal regarding the Expedited Funds Availability Act as implemented by Regulation CC.

APPENDIX D:

Actions Taken Regarding Rules, Orders, and Supervisory Actions with Respect to Covered Persons which are not Credit Unions or Depository Institutions

Section 1016(c)(6) requires a report on “the actions taken regarding rules, orders and supervisory actions with respect to covered persons which are not credit unions or depository institutions.” Between January 1, 2012 and December 31, 2012, the Bureau has taken the following actions with respect to such covered persons:

- Final rule defining “larger participants” in the debt collection market⁷²;
- Final rule defining “larger participants” in the consumer reporting market⁷³; and
- Proposed rule regarding procedures for supervising nonbanks that pose risks to consumers.⁷⁴

⁷² <https://www.federalregister.gov/articles/2012/12/07/2012-29438/defining-larger-participants-of-the-consumer-debt-collection-market-correction>.

⁷³ <https://www.federalregister.gov/articles/2012/07/20/2012-17603/defining-larger-participants-of-the-consumer-reporting-market>.

- In addition to these items, other Bureau rules issued in 2012 apply to both depository institutions and non-depository institutions.

⁷⁴ <https://www.federalregister.gov/articles/2012/05/25/2012-12718/procedural-rules-to-establish-supervisory-authority-over-certain-nonbank-covered-persons-based-on>.

APPENDIX E:

Reports

The CFPB published the following reports from January 1, 2012 through December 31, 2012, which may be found at consumerfinance.gov/reports/:

- **January 30, 2012:** Semi-Annual Report of the CFPB;
- **March 20, 2012:** Fair Debt Collection Practices Act;
- **March 31, 2012:** Consumer Response Annual Report;
- **April 13, 2012:** Plain Writing Compliance Report;
- **June 19, 2012:** Consumer Response: A Snapshot of Complaints Received;
- **June 28, 2012:** Reverse Mortgage Report;
- **July 30, 2012:** Semi-Annual Report of the CFPB;
- **July 31, 2012:** Annual Report to the Committee on Appropriations of the House of Representatives;
- **August 10, 2012:** Final Report of the Small Business Review Panel on CFPB's Proposals Under Consideration for Mortgage Servicing Rulemaking;
- **August 29, 2012:** Private Student Loans;
- **September 2012:** Analysis of Differences between Consumer and Creditor- Purchased Credit Scores;
- **October 10, 2012:** Consumer Response: A Snapshot of Complaints Received;
- **October 16, 2012:** Annual Report of the CFPB Student Loan Ombudsman;
- **October 18, 2012:** The Next Front? The Student Loan Servicing and the Cost to our Men and Women in Uniform;
- **October 31, 2012:** Supervisory Highlights: Fall 2012;
- **November 13, 2012:** Independent Performance Audit of CFPB Operations and Budget;
- **November 15, 2012:** Financial Report of the CFPB – Fiscal Year 2012;
- **December 6, 2012:** Fair Lending Report of the CFPB;
- **December 7, 2012:** 2012 CFPB Annual Employee Survey;
- **December 13, 2012:** Key Dimensions and Processes in the U.S. Credit Reporting System: A review of how the nation's largest credit bureaus manage consumer data; and
- **December 20, 2012:** Growing our Human Capital.

APPENDIX F:

Congressional Testimony

Senior CFPB staff has testified before Congress a total of 29 times in 2011 and 2012, including on the following 17 occasions between January 1, 2012 and December 31, 2012, which may be found at consumerfinance.gov/speeches:

- **January 24, 2012:** Richard Cordray before the House Oversight and Government Reform Subcommittee on TARP, Financial Services and Bailouts of Public and Private Programs;
- **January 31, 2012:** Richard Cordray before the Senate Banking Committee;
- **February 15, 2012:** Richard Cordray before the House Financial Services Subcommittee on Oversight and Investigations;
- **March 29, 2012:** Richard Cordray before the House Financial Services Committee;
- **April 26, 2012:** Camille Busette before the Senate Homeland Security and Governmental Affairs Subcommittee on Oversight of Government Management, the Federal Workforce, and the District of Columbia;
- **June 6, 2012:** Richard Cordray before the Senate Banking Committee;
- **June 6, 2012:** Gail Hillebrand before the House Financial Services Subcommittee on Financial Institutions and Consumer Credit;
- **June 20, 2012:** Raj Date before the House Financial Services Subcommittee on Insurance, Housing, and Community Opportunity;
- **June 26, 2012:** Holly Petraeus before the Senate Committee on Banking, Housing and Urban Affairs;
- **July 19, 2012:** Raj Date before the House Financial Services Subcommittee on Financial Services and Consumer Credit;
- **July 24, 2012:** Rohit Chopra before the Senate Committee on Banking, Housing, and Urban Affairs;
- **July 24, 2012:** Richard Cordray before the House Oversight and Government Reform Subcommittee on TARP, Financial Services, and Bailouts of Public and Private Programs;
- **August 1, 2012:** Richard Cordray before the House Committee on Small Business;

- **September 13, 2012:** Richard Cordray before the Senate Committee on Banking, Housing, and Urban Affairs;
- **September 20, 2012:** Richard Cordray before the House Committee on Financial Services;
- **November 15, 2012:** Hubert H. “Skip” Humphrey before the Senate Special Committee on Aging; and
- **December 19, 2012:** Corey Stone before the Senate Banking Subcommittee on Financial Institutions and Consumer Protection.

APPENDIX G:

Speeches

Director Richard Cordray or Deputy Director Raj Date spoke at the following public events between January 1, 2012 and December 31, 2012, which may be found at

consumerfinance.gov/speeches:

- **January 5, 2012:** Remarks by Richard Cordray at The Brookings Institution in Washington, DC;
- **January 17, 2012:** Remarks by Richard Cordray at FDIC Board of Directors in Washington, DC;
- **January 18, 2012:** Remarks by Richard Cordray at U.S. Conference of Mayors in Washington, DC;
- **January 19, 2012:** Remarks by Richard Cordray at Payday Loan Field Hearing in Birmingham, AL;
- **February 15, 2012:** Remarks by Richard Cordray at League of United Latin American Citizens Conference in Washington, DC;
- **February 22, 2012:** Remarks by Richard Cordray at CFPB Roundtable on Overdraft Practices in New York, NY;
- **March 6, 2012:** Remarks by Richard Cordray at National Association of Attorneys General in Washington, DC;
- **March 14, 2012:** Remarks by Richard Cordray at Independent Community Bankers of America National Convention in Nashville, TN;
- **March 16, 2012:** Remarks by Richard Cordray at Society of American Business Editors and Writers in Indianapolis, IN;
- **March 19, 2012:** Remarks by Richard Cordray at Credit Union National Association Governmental Affairs Conference in Washington, DC;
- **March 21, 2012:** Remarks by Richard Cordray at Consumer Bankers Association in Austin, TX;
- **March 28, 2012:** Remarks by Richard Cordray at U.S. Chamber of Commerce in Washington, DC;
- **April 10, 2012:** Remarks by Richard Cordray at Operation Hope in Washington, DC;

- **April 11, 2012:** Remarks by Richard Cordray on the launch of the Financial Aid Comparison Shopper in Sioux Falls, SD;
- **April 18, 2012:** Remarks by Richard Cordray at the National Community Reinvestment Coalition in Washington, DC;
- **April 18, 2012:** Remarks by Richard Cordray at Jump\$tart in Washington, DC;
- **April 20, 2012:** Remarks by Raj Date at Greenlining Institute Conference in Los Angeles, CA;
- **May 3, 2012:** Remarks by Richard Cordray at 2012 Simon New York City Conference in New York, NY;
- **May 7, 2012:** Remarks by Raj Date at Mortgage Bankers Association National Secondary Market Conference in New York, NY;
- **May 10, 2012:** Remarks by Richard Cordray at the White House Financial Summit in Washington, DC;
- **May 11, 2012:** Remarks by Richard Cordray at Michigan State University College of Law Commencement in East Lansing, MI;
- **May 23, 2012:** Remarks by Richard Cordray at CFPB Prepaid Cards Field Hearing in Durham, NC;
- **June 5, 2012:** Remarks by Richard Cordray at a White House press briefing on student loan transparency in Washington, DC;
- **June 11, 2012:** Remarks by Raj Date at American Bankers Association Conference in Orlando, FL;
- **June 14, 2012:** Remarks by Richard Cordray at World Elder Abuse Awareness Day Event in Washington, DC;
- **June 15, 2012:** Remarks by Richard Cordray at American Constitution Society Conference in Washington, DC;
- **June 21, 2012:** Remarks by Richard Cordray at a press conference on Military Permanent Change of Station (PCS) Guidance for Mortgage Servicers in Washington, DC;
- **June 27, 2012:** Remarks by Richard Cordray on Reverse Mortgages Study in Washington, DC;
- **July 9, 2012:** No Más: Remarks by Richard Cordray to the National Council of La Raza in Las Vegas, Nevada;
- **July 16, 2012:** Remarks by Richard Cordray on Credit Reporting at the Credit Reporting Field Hearing in Detroit, MI;
- **September 20, 2012:** Remarks by Richard Cordray at the Corporation for Enterprise Development Conference in Washington, DC;

- **September 21, 2012:** Remarks by Richard Cordray at the Congressional Black Caucus Foundation in Washington, DC;
- **September 27, 2012:** Remarks by Richard Cordray at the inaugural Consumer Advisory Board meeting in St. Louis, MO;
- **October 24, 2012:** Remarks by Richard Cordray at the Public Field Hearing on Debt Collection Practices in Seattle, WA;
- **October 25, 2012:** Remarks by Richard Cordray at the National Consumer Law Center Conference in Seattle, WA;
- **November 14, 2012:** Remarks by Richard Cordray on Project Catalyst: Stimulating Innovation in Financial Products and Services in Mountain View, CA;
- **December 5, 2012:** Remarks by Richard Cordray at a press conference with Mayor Rahm Emanuel in Chicago, IL; and
- **December 13, 2012:** Prepared remarks by Richard Cordray on a credit reporting white paper press call.

APPENDIX H:

Financial and Budget Reports

The CFPB has published the following financial reports from January 1, 2012 through December 31, 2012, which are all available at consumerfinance.gov/budget:

- **January 20, 2012:** CFO update for the first quarter of fiscal year 2012;
- **May 11, 2012:** CFO update for the second quarter of fiscal year 2012;
- **July 27, 2012:** CFO update for the third quarter of fiscal year 2012;
- **November 15, 2012:** Financial Report of the CFPB – Fiscal Year 2012; and
- **December 15, 2012:** CFO Update for the fourth quarter of fiscal year 2012

The CFPB has published the following Budget Documents, which are all available at consumerfinance.gov/budget:

- Fiscal Year 2013 Budget Justification;
- Fiscal Year 2013 Budget in Brief;
- Fiscal Year 2012 Congressional Budget Justification; and
- Fiscal Year 2012 Budget in Brief.

The CFPB has published the following funding requests to the Federal Reserve Board, from January 1, 2012 through December 31, 2012, which are all available at consumerfinance.gov/budget:

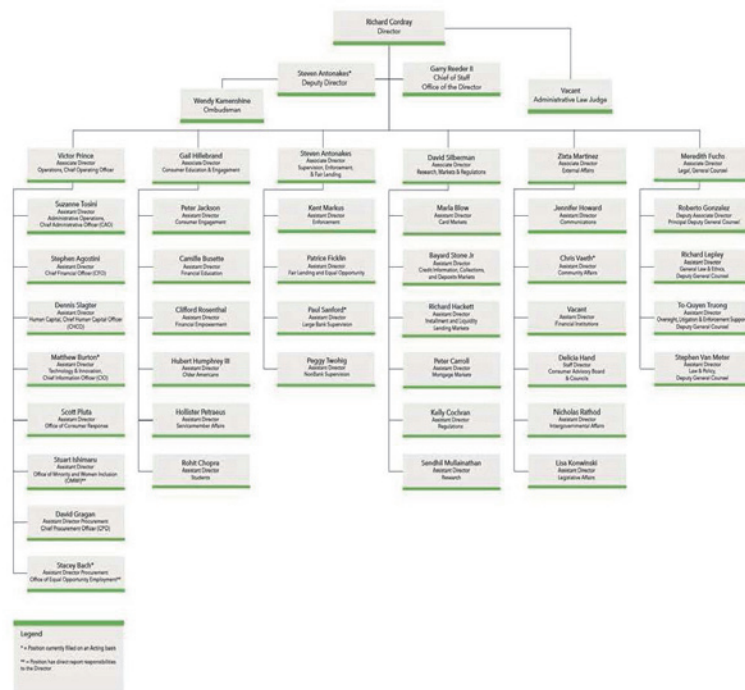
- **January 6, 2012:** Funding Acknowledgement from the Federal Reserve Board;
- **March 30, 2012:** Funding Request to the Federal Reserve Board;
- **April 5, 2012:** Funding Acknowledgement from the Federal Reserve Board;
- **July 2, 2012:** Funding Request to the Federal Reserve Board;
- **July 9, 2012:** Funding Acknowledgement from the Federal Reserve Board;
- **October 2, 2012:** Funding Request to the Federal Reserve Board; and

- **October 18, 2012:** Funding Acknowledgement from the Federal Reserve Board.⁷⁵

⁷⁵ Additional quarterly funding requests to the Federal Reserve Board and the corresponding funding acknowledgements from the Federal Reserve Board will be made available at consumerfinance.gov/budget.

APPENDIX I:

CFPB Organizational Chart



APPENDIX J:

Defined Terms

ACRONYM	Defined Term
APR	Annual Percentage Rate
ARC	Academic Research Council
ATM	Automated Teller Machine
BUREAU	The Consumer Financial Protection Bureau
CAB	Consumer Advisory Board
CARD ACT	The Credit Card Act
CBAC	Community Bank Advisory Council
CE	The CFPB's Office of Consumer Engagement
CFPB	The Consumer Financial Protection Bureau
COO	Chief Operating Officer
CUAC	Credit Union Advisory Council
DEP	Delayed Entry Program
DODD-FRANK ACT	The Dodd-Frank Wall Street Reform and Consumer Protection Act
ECOA	Equal Credit Opportunity Act
EFTA	Electronic Fund Transfer Act
FCRA	Fair Credit Reporting Act

FDIC	The Federal Deposit Insurance Corporation
FEDERAL RESERVE BOARD	The Board of Governors of the Federal Reserve System
FHFA	The Federal Housing Finance Agency
FIRREA	The Financial Institutions Reform, Recovery, and Enforcement Act
FTC	The U.S. Federal Trade Commission
FY	Fiscal year
GAO	Government Accountability Office
GPR	General Purpose Reloadable
HMDA	Home Mortgage Disclosure Act
HOEPA	Home Ownership and Equity Protection Act
HUD	The U.S. Department of Housing and Urban Development
MOU	Memorandum of Understanding
NCUA	The National Credit Union Administration
OA	The CFPB's Office of Older Americans
OCA	The CFPB's Office of Community Affairs
OCC	The U.S. Office of the Comptroller of the Currency
ODEP	The U.S. Department of Labor's Office of Disability Employment Policy
OEEEO	The CFPB's Office of Equal Employment Opportunity
OFE	The CFPB's Office of Financial Education
OHC	The CFPB's Office of Human Capital
OMWI	The CFPB's Office of Minority and Women Inclusion
OSA	The CFPB's Office of Service Member Affairs

PLDS	Payday Loan Debt Solutions
RESPA	Real Estate Settlement Procedures Act
RFI	Request for Information
SAFE ACT	The Secure and Fair Enforcement for Mortgage Licensing Act
SEC	The U.S. Securities and Exchange Commission
TARP	The Troubled Asset Relief Program
TILA	The Truth in Lending Act
TISA	The Truth in Savings Act
TREASURY	The U.S. Department of the Treasury