SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
	1	36

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			2031JW26Q00074	06/29/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	ANETHRA FACIONE		07/17/2026 1200 ET

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219	OCC	☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 561450 SIZE STANDARD: $41

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
HEADQUARTERS BUILDING #4 400 7TH STREET, SW WASHINGTON DC 20024	OCC-DCOC45	Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219	OCC

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Department of Treasury's Office of the Comptroller of the Currency (OCC), Office of the Chief National Bank Examiner (CNBE) seeks to procure tri-merge credit reporting services to deliver consolidated credit reports sourced from the three major credit bureaus (Equifax, Experian, and TransUnion) via competition for commercially available items. Attachment A is provided as a template for properly pricing out all items needed. The resulting delivery order *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		ANETHRA FACIONE	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	type will be firm-fixed-unit-price (FFUP). Completion of the Standard Form (SF) 1449: The NASA SEWP contract holder should, at a minimum, fill-in block 24 ("AMOUNT") with its subtotal pricing for each contract line item (CLIN) and total price for the order, then data, sign and print or type the name and title of the signer in blocks 30a-c. Acceptance of the Government's proposal, provisions and clauses are required via return signature of this SF 1449 and Attachment B-Solicitation Provisions Attestations. (SEE CONTINUATION SHEETS FOR DETAILS) Period of Performance: 09/14/2026 to 09/13/2027				
0001	0001 - Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 420 Reports Anticipated Award Type: Firm-fixed-price	1	LO		
1001	1001 - Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery Continued ...	1	LO		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	fees; NTE 420 Reports Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/14/2027 to 09/13/2028				
2001	2001 - Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 420 Reports Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/14/2028 to 09/13/2029	1	LO		
3001	3001 - Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 375 Reports Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/14/2029 to 09/13/2030	1	LO		
4001	4001 - Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 300 Reports Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 09/14/2030 to 09/13/2031	1	LO		

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SECTION A – STANDARD FORM (SF) 1449

See the cover and continuation sheet of the standard form (SF) 1449 for details.

NOTE: Communication with other officials may compromise the integrity and competitiveness of this acquisition, which could result in the cancellation of the solicitation and/or exclusion of your quotation. Therefore, limit your communications accordingly.

SECTION B – CONTINUATION FROM SF-1449 (SCHEDULE OF SUPPLIES/SERVICES)

1.0 GENERAL

The Department of Treasury's Office of the Comptroller of the Currency (OCC), Office of Acquisition Management on behalf of the OCC's Office of the Chief National Bank Examiner (CNBE) is seeking tri-merge credit reporting services to deliver consolidated credit reports sourced from the three major credit bureaus (Equifax, Experian, and TransUnion). The solicitation is issued in accordance with Revolutionary FAR Overhaul (RFO) 12 for *Acquisition of Commercial Products and Commercial Services* under RFO 12.201-1 *Simplified procedures* for establishing a single-award contract. The Government will NOT be restricting this procurement to any specific business size or class. The Contractor shall, however, be registered in the System for Award Management (SAM) with the assertion of the North American Industry Classification System (NAICS) code 561450 —*Credit Bureaus*, noting a size standard of $41M. The coordinating Product Service Code (PSC) is R611—*Support- Administrative: Credit Reporting*. The resulting contract shall be for a period not to exceed 5 years (60 months).

2.0 LINE ITEM NUMBERS (LINs)

The Contractor must furnish all supplies/services as specified herein to be furnished to the Government, including deliverables and must do all that which is necessary or incidental to the satisfactory and timely to satisfactorily meet performance of the requirements. The Contractor must furnish the tri-merge services via the line items required under a resulting contract at a firm-fixed-unit-price (FFUP) basis per the Price Schedule table below:

2.1 September 14, 2026 through September 13, 2031)

LIN	Task Description	Qty	Unit/ Amount	Unit Price	Extended Price
0001	Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 420 Reports	1	LOT		
1001	Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 420 Reports	1	LOT		
2001	Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 420 Reports	1	LOT		
3001	Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 375 Reports	1	LOT		

LIN	Task Description	Qty	Unit/ Amount	Unit Price	Extended Price
4001	Tri-Merge (Transunion, Experian, and Equifax) Credit Reporting Services Inclusive of surcharge and regulatory recovery fees; NTE 300 Reports	1	LOT		
TOTAL COST FOR BASE + OPTIONS					

3.0 BACKGROUND

The Office of the Comptroller of the Currency (OCC) is an independent bureau of the United States Department of Treasury. The Office of the Comptroller of the Currency (OCC) charters, regulates, and supervises national banks and federal savings associations and licenses, regulates, and supervises federal branches and agencies of foreign banking organizations. Headquartered in Washington, D.C., the OCC has offices in approximately 50 cities nationwide, with teams of examiners that work from more than 70 operating locations. Additional information on the OCC may be found here: About | OCC (treas.gov).

The OCC's mission is to ensure the institutions (which comprise the federal banking system) operate in a safe and sound manner, provide fair access to financial services, treat customers fairly, and comply with applicable laws and regulations. To do so, the OCC has an established Chartering, Organization and Structure (CO&S) Department is responsible for ensuring that the corporate structure of national banks and Federal savings associations is established and maintained in accordance with applicable laws, regulations, and the principles of a safe and sound U.S. banking system. The CO&S Department reviews, analyzes, and renders decisions on filings related to the establishment of new institutions, structural changes, and modifications to the activities of national banks, federal savings associations, and federal branches and agencies of foreign banks. As part of this process, CO&S conducts background investigations, including credit checks, to assess the character, competence, experience, and integrity of individuals, and when applicable, national security eligibility of individuals associated with these entities.

4.0 DESCRIPTION OF SERVICES AND SUPPLIES

4.1 Scope

On July 18, 2025, the Guiding and Establishing National Innovation for U.S. Stablecoins (GENIUS) Act was signed into law, governing a unified national regulatory standard for dollar-pegged stablecoin issuers and payment stablecoins in the United States. The GENIUS Act establishes a comprehensive Federal regulatory framework for payment stablecoins and their issuers. It is designed to close regulatory gaps, address financial stability risks, and maintain the dominance of the U.S. economy in a digital age. The OCC is a central player in the regulatory scheme developed by the GENIUS Act as the OCC will be the primary regulator for the issuance of federal licenses and approval for foreign registrations under sections 5(12 USC 5904) and 18(a) (12 USC 5916(a)) of the GENIUS Act. Within the OCC, CO&S will be responsible for receiving, reviewing and deciding all applications for licenses or registrations under the GENIUS Act.

To accommodate all eligible filers under the GENIUS Act, which includes national banks, federal savings associations, federal branches, non-bank entities, and foreign entities, CO&S must conduct background investigations, including credit checks, on the proposed management staff. Failure to approve will negatively impact the OCC's ability to meet the statutory requirements under the GENIUS Act, possibly introducing financial instability to the U.S. economy. The GENIUS Act is effective the earlier of: 1) 18

months after the enactment date of July 18, 2025, or 2) 120 days after the OCC issues the final regulations implementing the GENIUS Act. (GENIUS Act Regulations: Notice of Proposed Rulemaking | OCC).

The Contractor must provide uninterrupted, enterprise-wide access to a secure, contractor-hosted, web-based solution (FedRAMP authorization, or equivalent federal security authorization, is preferable). The solution must enable OCC-authorized employees to request and obtain credit reports on individuals in accordance with the requirements set forth in Section 4.2, Tri-Merge Credit Reporting Services and Specifications listed below.

With an anticipated increase in application activity as a result of the GENIUS Act, CO&S expects to process approximately 840 background credit checks requests for the first 2 years. The Contractor must generate tri-merge credit reports to deliver consolidated credit reports sourced from the three major credit bureaus (Equifax, Experian, and TransUnion).

4.2 Tri-Merge Credit Reporting Services and Specifications

4.2.1 The Contractor's system must be available 24 hours per day, 7 days per week, and allow OCC-authorized users to order, generate, and print reports in an easy-to-read format

4.2.2 Customer service and technical support, with options for telephone, online help, and website support, provided 24 hours per day, 7 days per week, at no additional cost

4.2.3 The Contractor must deliver comprehensive pre-employment credit data, merged into one file from the three major credit bureaus, including:

- **4.2.3.1** Fraud alerts and fraud shield summaries;
- **4.2.3.2** Seven (7) years, if applicable, of credit history;
- **4.2.3.3** Credit and related data for individuals residing in all 50 states and the U.S. territories; and
- **4.2.3.4** Credit reports that include the following information:
  - **4.2.3.4.1** Name and address of the individual – including full names, aliases, and current and prior addresses for all time periods during with the individual held credit accounts;
  - **4.2.3.4.2** All available employment history; and
  - **4.2.3.4.3** Credit history that identifies—
    - **4.2.3.4.3.1** Collection items
    - **4.2.3.4.3.2** Creditors
    - **4.2.3.4.3.3** Opening date
    - **4.2.3.4.3.4** High credit
    - **4.2.3.4.3.5** Debt payment performance – current and past due
    - **4.2.3.4.3.6** Charge offs
    - **4.2.3.4.3.7** Balances and past due amounts
    - **4.2.3.4.3.8** Account status
    - **4.2.3.4.3.9** Credit utilization percentage
    - **4.2.3.4.3.10** Identifies individual's accounts as joint, individual, co-signor, co-maker, or authorized user
  - **4.2.3.4.4** Duplicate tradelines removed
- **4.2.3.5** Credit reports are "soft" inquiries on the individual's credit report and do not affect the individual's credit scores.

4.3 Period of Performance

This requirement consists of a 12-month base period, with four (4) 12-month option periods. Additionally, an option to extend the term of the contract for up to 6 months may be required during or after the 5-year contract period (see FAR Clause 52.217-8 for details).

4.4 Place of Performance

The place of performance will be at the Contractor's facility. The Contractor must attend/participate in a postaward orientation virtually within 5 days of contract award.

OCC's Observed Federal Holidays

Federal Holidays	Designated Dates
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' / Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

.

4.4.1 Applicable Wage Determination

Due to there not being a local area set-aside for this requirement, no one wage determination can be referenced for this solicitation, and Quoters must retrieve and abide by any applicable wage rate determinations. FAR Clause 52.222-41 "Service Contract Labor Standards" is applicable to this solicitation. Therefore, Quoters are encouraged to utilize the following link to determine the wage rate of applicable laborers, by state and county, for local areas used to support the resulting contract: https://sam.gov/content/wage-determinations

5.0 TRI-MERGE CREDIT REPORTING SERVICES DELIVERABLES

Timely submission of deliverables is essential to successfully completing this requirement. Schedules for deliverables are specified within the table below. All deliverables must be prepared and submitted by the Contractor to the Point of Contact (POC) or Designated Official according to the OCC's Best Practices Guide for Crafting 508-Compliant Word/PDF Documents (see Attachment B) to produce all electronic documents or reports for use by OCC users format, content, and schedule described in the chart below.

Ref. Sect.#	Deliverable Title	Frequency	Qty	Medium/ Format
Part B, Subsection 4.4	Postaward Orientation Confirmation	No later than 5 days after contract award	NTE	Emailed Confirmation/ Acceptance
Part B, Sect. 4.0	Tri-Merge Credit Reporting Services and Specifications	No later than 5 days after requested	NTE	Emailed in PDF (per Attachment B)

6.0 TRAVEL

Travel is not anticipated under the contract. Therefore, reimbursement of Contractor travel is not authorized.

7.0 SECTION 508 ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

The Contractor must comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). See OCC Clause 1052.239-8000 Information and Communication Technology (ICT) Accessibility (JAN 2023) for details.

The Contractor must provide Section 508-compliant Information and Communication Technology (ICT), as well as adhere to the OCC's *Accessibility Best Practices Guide for Crafting 508-Compliant Word/PDF Documents* (Attachment B) when producing all electronic documents or reports for use by OCC users.

The Contractor must ensure all ICT and electronic documents, charts, tables, spreadsheets, presentation slides, diagrams, graphics, and/or videos that will be generated to be accessible to OCC's assistive technology tools for users and/or employees with visual, hearing, or motor manipulation accommodation needs. The OCC currently provides Job Access With Speech (JAWS) Versions 2025/2024/2023, ZoomText Versions 2025/2024/2023, and Dragon Professional Version 16 as approved assistive technology tools.

8.0 OCC SECURITY AND PRIVACY REQUIREMENTS

A. Compliance with Applicable Laws, Regulations, and Standards

Secure User-to-Cloud Communications Standards. All user-to-cloud service communications (e.g., via internet) must be encrypted with the latest industry standard browser protocol.

B. General Requirements

Location. Information collected, used, stored, maintained, or otherwise processed by the contractor in the performance of this contract shall be accessed, transferred, stored or processed only within the United States. In addition, the maintenance and support operations of the contractor's technology and information must take place, and originate from, within the United States.

The contractor shall not host any portion of the information, information system, infrastructure, or environment in facilities outside the contiguous United States, Alaska, Hawaii, and other U.S. Territories.

Authorization to Use, Store, or Share Sensitive Information. The contractor shall be responsible for properly protecting all information used, gathered, or developed because of work under this contract. The contractor shall also protect all government data, equipment, etc. by treating the information as sensitive. All information gathered or created under this contract shall be considered as Controlled but Unclassified (CUI) information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area, they shall protect it to the same extent they would their proprietary data and/or company trade secrets.

Confidentiality. The contractor agrees to assume responsibility for protecting the confidentiality of government records and data associated with this contract, which are not public information.

Deliverables. The deliverables in this contract will be considered CUI and shall not be shared with any other organization without prior written approval from the [OCC's Point of Contact].

C. Security and Privacy Authorization

Authorization Boundary. The contractor shall provide a diagram specific to the OCC, that clearly demarcates the information system authorization boundary and depicts all its connections and components, including the means for monitoring and controlling communications at the external boundary and at key internal boundaries within the system. The contractor shall address all components and managed interfaces of the information system authorized for operation (e.g., routers, firewalls). The diagram must include a predominant border drawn around all system components and services included in the authorization boundary.

If there are OCC-specific components (e.g., components developed or customized for the OCC, OCC-hosted components, etc.) and/or other components supporting this solution that are not in the scope of the contractor's existing security documentation, then identify those components in the diagram as well, as part of a separate OCC-specific boundary since those are unique to OCC and shall be part of the OCC-specific security authorization. The diagram must be easy to read and understand. Formal names of components as they are known at the service provider organization in functional specifications, configuration guides, other documents and live configurations shall be named on the diagram and described. The contractor shall provide a key for symbols used.

External Service Provider Compliance & Monitoring Background. The FISMA and OMB policies require that federal agencies using external service providers to process, store, or transmit federal information or operate information systems on behalf of the federal government, assure that such systems meet the information security protections commensurate with the information and system sensitivity. Federal agencies are responsible and accountable for the information security risk incurred by the use of information system services provided by external providers.

Such risk is addressed by incorporating the Risk Management Framework (RMF)[1] and security requirements for external information systems and services as part of the terms and conditions of the contracts with external providers. Federal agencies can also require external providers to provide appropriate evidence to demonstrate that they have complied with protecting federal information. Prior to the implementation of the contractor's system or services, the OCC ensures compliance with the RMF by issuing an Authorization to Operate (ATO) or Authorization to Use (ATU), based on its review and analysis of the external provider's security documentation (described in detail in the next section) and assessment of customer (OCC's) security responsibilities.

[1] NIST Special Publication 800-37, as amended, Risk Management Framework for Information Systems and Organizations: A System Life Cycle approach for Security and Privacy.

1NIST Special Publication 800-37, as amended, Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy.

Non-Federal External Service Provider Security Documentation. Non-federal organizations with primarily non-federal customers have limitations with respect to complying with all federal requirements. As a result, the OCC obtains assurance through other industry standard security reviews, including Statement on Standards for Attestation Engagements (SSAE) No. 18.

a. Statement on Standards for Attestation Engagements (SSAE) No. 18 Requirements. The contractor shall provide the OCC with an SSAE 18 System and Organization Controls (SOC) 2 Type 2 Report on an annual basis for services provided.
b. The preferred coverage period for the report is July 1 through June 30 with a bridge letter covering the three months to September 30.
c. For any gaps in the fiscal year coverage period (October 1 - September 30), the OCC will work with the contractor to complete the internal controls assessment by relying on the work performed by the contractor's competent and objective internal audit function per Statement on Auditing Standards No. 128, Using the Work of Internal Auditors.
d. The submission of the results of the SSAE 18 SOC 2 Type 2 Report shall be as instructed per the "Security and Privacy Vendor Deliverables" section.
e. If SOC 2 Type 2 reports are not available within the last three years, the contractor shall inform the OCC to determine if there is a suitable alternative with similar level of information and detail.
f. If any portion of standard security objectives (e.g., contingency planning controls, etc.) were not in the scope of the independent auditors testing, then the contractor shall provide a bridge letter to identify the type of test, date of test, and third party who performed the testing of those security objectives not covered by the SOC 2 Type 2 report. The contractor shall also summarize any deficiencies identified by the auditor in the bridge letter.

OCC Security Authorization to Use. The determination of whether to issue an OCC security authorization will be made by the OCC based on the identified risks to the OCC's data and operations. These risks include: (1) deficiencies noted in the contractor's most recent SOC 2 Type 2 Report, (2) the gaps identified in the IT security and privacy control assessments performed specific to OCC customer responsibility implementations as designated in the CRM.

D. Configuration Management

Security Configuration Settings. The contractor shall establish and enforce security configuration settings for information technology products employed in the [Tri-Merge Credit Report External Service].

Security Updates and Patches. The contractor shall ensure that the [Tri-Merge Credit Report External Service] is properly maintained and monitored, to include immediate response to critical security patches, routine maintenance windows to allow for system updates, and compliance with the defined configuration management and change control processes. All patches and system updates shall be properly tested in a development environment before being implemented in the production environment.

Least Functionality. The contractor shall restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services for information technology products employed in Vision Insurance.

E. Continuous Monitoring

Compliance Reviews and Audits. The contractor shall permit and support compliance reviews and audits under applicable laws to allow the OCC to meet legal and compliance obligations and shall implement processes that allow visibility into the privacy and security controls employed and their effectiveness. The contractor shall provide the OCC or authorized designated officials with information requested by auditors in a timely manner, consistent with the respective auditor's deadline, in support of security compliance reviews and various annual audits, e.g., FISMA, Financial Statement Audit, A-123, etc.
Annual SOC 2 Type 2 Reviews. As mentioned in Section C. "Security and Privacy Authorization," under SSAE 18 requirements, the contractor shall provide the annual SSAE 18 SOC 2 Type 2 report to the OCC for review in support of continuous monitoring activities. If any portion of standard security objectives (e.g., contingency planning controls, etc.) were not in the scope of the independent auditor's testing, then the contractor shall provide a bridge letter to identify the type of test, date of test, and third party who performed the testing of those security objectives not covered by the SOC 2 Type 2 report. The contractor shall also summarize any deficiencies identified by the auditor in the bridge letter.

F. Data Protection

Data Encryption. Where encryption is required, as specified by the OCC, the contractor shall ensure that encryption is established and maintained for data at rest and in transit for the duration of the contract. The encryption employed shall be equivalent to those approved in Federal Information Processing Standards (FIPS) Publication 140-2 or 140-3.

Need to Know. Sensitive information, data, and/or equipment will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected.

For systems/services that are primarily sold to the Federal Government, such measures include controls listed in NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations, as amended, in the following areas: Access Control, Awareness and Training, Audit and Accountability, Configuration Management, Identification and Authentication, Incident Response, Maintenance, Media Protection, Personnel Security, Physical Protection, Risk Assessment, Security Assessment, System and Communications Protection, and System and Information Integrity.

Data Separation. Unless otherwise directed by the OCC and/or controls are implemented to ensure adequate separation, any storage of data shall be contained within the resources allocated by the contractor to support the OCC and may not be on systems that are shared with other commercial or government clients.

General Use of Controlled Unclassified Information (CUI). The contractor shall not use any CUI or CUI subcategories, including, Personally Identifiable Information (PII) or low-sensitivity PII (e.g., E-mail Groups and Lists), for any purpose other than those activities necessary to the performance of this contract.

Use of Contractor Equipment. Use of contractor-owned laptops or other equipment (e.g., media storage devices, servers, etc.) to process, transmit, or store OCC information or to access the OCC network or other OCC information resources without OCC's formal approval is prohibited. This restriction does not apply to the use of non-OCC laptops or PCs to use OCC-approved virtual desktop infrastructure to remotely access the OCC network.

G. Incident Response

Notification. The contractor must report all information security incidents that potentially or actually cause the compromise of OCC information, even if the contractor believes the security incident may be limited, small, or insignificant with respect to OCC data or systems. The OCC will determine when the contractor's reported security incident requires additional focus and attention.

Within one hour from the time the contractor validates that an information security incident has occurred, the contractor must report the security incident information to the OCC Cyber Defense Center (CDC): Computer.Security@occ.treas.gov, (202) 649-7930, regardless of day or time.

The contractor must provide any supplementary information or reports related to a previously reported incident directly to the OCC CDC with the following text in the subject line of the email: “Supplementary Information/Report related to previously reported incident # [insert number].”

Do NOT include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

When notifying the OCC CDC, copy the Contracting Officer if possible or, if reporting by phone or Contracting Officer's email is not immediately available, contact the Contracting Officer immediately after reporting the incident to the OCC CDC.

Information, System and Tool Availability. The contractor shall make available any information, systems and tools necessary for the OCC to respond to incidents in a manner consistent with NIST SP 800-61, as amended. In the case of a reported security incident, the contractor shall provide the OCC with access to the contractor's system and/or facilities within 72 hours of the OCC's request.

H. Information Ownership

Government Access. The government will retain unrestricted rights to government data. The OCC retains ownership of any user created/loaded data and deliverables (e.g., documents, applications, custom code, diagrams, workflows, data sets, etc.) hosted on contractor's equipment, systems, infrastructure, etc., as well as maintaining the right to request full copies of these at any time.

Removal of OCC Data. The contractor acknowledges the OCC's exclusive right of ownership of the information and is required to transfer, return, and/or delete all agency data collected, processed, stored or maintained by the contractor on behalf of OCC upon termination of services, and shall provide written certification and supporting documentation attesting to the transfer, return and/or deletion of agency information or data generated, collected, processed, maintained, or stored by the contractor and any subcontractors, per instructions the "Security and Privacy Vendor Deliverables" section.

Documents and Deliverables. The preliminary and final OCC-specific deliverables and all associated working papers are the property of the U.S. Government. The contractor shall not release any information without the written consent of the Contracting Officer. All work papers, preliminary and final deliverables must be submitted to the POC at the conclusion of the contract in an acceptable and usable format, which may include the original format.

eDiscovery. The contractor must ensure data preservation requirements (i.e., halt destruction and maintain data the contractor may not otherwise have to maintain) related to litigation holds are met. The contractor shall also ensure that metadata associated with litigation holds are preserved. Metadata is electronically-stored information that describes the history, tracking, or management of an electronic document. It is

created automatically when a user creates, modifies, accesses, or takes other actions with respect to an electronic document.

The contractor shall provide immediate access to all government data and government-related data impacting government data for review or scan, or conduct of a forensic evaluation, and physical access to any contractor facility with government data.

I. System Access

Government Right to Terminate Access. The OCC, at its discretion, may suspend or terminate the access to any systems and/or facilities when an information security incident or other electronic access violation, use or misuse issue gives cause for such action. The suspension or termination may last until such time as OCC determines that the situation has been corrected or no longer exists.

The system shall implement multi-factor authentication for remote users.

J. Training Requirements

Not applicable.

K. Supply Chain Risk Management

Background. In accordance with Federal requirements, the OCC requires supply chain entities to implement necessary security safeguards to: (i) reduce the likelihood of unauthorized modifications at each stage in the supply chain; and (ii) protect information systems and information system components, prior to taking delivery of such systems/components. This control also applies to information system services.

Supply Chain Safeguards. The contractor will:

a. Implement security and privacy controls for systems, facilities, and external connections to systems as necessary to ensure compliance with the laws, regulations, standards, and requirements specified in Sections C. Security and Privacy Authorization, F. Data Protection, and I. System Access.
b. Implement personnel screening processes to ensure suitability in accordance with relevant standards and requirements.
c. Use of tamper-evident packaging during shipping/warehousing.
d. Avoid the purchase of custom configurations to reduce the risk of acquiring information systems, components, or products that have been corrupted via supply chain actions targeted at specific organizations.
e. Vet the processes and security practices of subordinate suppliers, critical information system components, and services.
f. Employ a diverse set of suppliers to limit the potential harm from any given supplier in the supply chain.
g. Implement contract language regarding the prohibition of tainted or counterfeit components.
h. Restrict purchases from specific suppliers or countries per requirements issued by the U.S. Department of Homeland Security (DHS) and/or Federal Acquisition Security Council, as these requirements pertain to the management of supply chain risk for Federal Agencies.
i. Use trusted/controlled distribution, delivery and warehousing options to reduce supply chain risk.

L. Security and Privacy Vendor Deliverables

Authorization Boundary Deliverables

Section	Deliverable	Frequency	Due Date
C. Security and Privacy Authorization. Authorization Boundary	**OCC-specific Demarcated Security Authorization Boundary** for the solution.	Initially, and as changes occur	At time of Solicitation Close; Within 5 Days Upon Changes Occur

Non-Federal External Service Provider (ESP) Security Documentation Deliverables

Removal of Data Deliverables

Non-Federal ESP Security Documentation [Commercial ESP or Public Cloud ESP w/Nonfederal Customer Base and No FedRAMP ATO]

Section	Deliverable	Frequency	Due Date
C. Security and Privacy Authorization. SSAE 18 Requirements. E. Continuous Monitoring. Annual SOC 2 Type 2 Reviews	Statement on Standards for Attestation Engagements (SSAE) 18 SOC 2 Type II report. The preferred coverage period for the report is July 1 through June 30 with a bridge letter covering months the Type II report is delayed.	Initially and annually	At time of Solicitation Close; Annual: NLT September 30

M21-31 Logging Requirement

Section	Deliverable	Frequency	Due Date
E. Continuous Monitoring	Enterprise Logging Proof of Connection and testing for the solution. Coordinate with Cyber Security Engineering.	Initially, and as changes occur	5 Days After Request

SECTION C – CLAUSES AND OTHER TERMS AND CONDITIONS

1.0 APPLICABLE CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
The solicitation and resulting contract will incorporate one or more clauses by reference and the full text of a referenced clause may be accessed electronically at the FAR website: http://www.acquisition.gov/far/

Department of Treasury Acquisition Regulation (DTAR) Clauses Incorporated by Reference may be accessed electronically at the DTAR website: https://www.acquisition.gov/dtar

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE
FAR 52.202-1	Definitions	JUN 2020

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE
FAR 52.203-3	Gratuities	APR1984
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government, Alternate I	APR 2026
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
FAR 52.203-14	Display of Hotline (Poster(s)	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	RFO DEVIATION
FAR 52.204-13	System for Award Management Maintenance	RFO DEVIATION
FAR 52.204-14	Service Contract Reporting Requirements	RFO DEVIATION
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	RFO DEVIATION
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	RFO DEVIATION
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	RFO DEVIATION
FAR 52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	RFO DEVIATION
FAR 52.219-8	Utilization of Small Business Concerns	RFO DEVIATION
FAR 52.219-28	Post-Award Small Business Program Rerepresentation	RFO DEVIATION
FAR 52.222-3	Convict Labor	RFO DEVIATION
FAR 52.222-35	Equal Opportunity for Veterans	RFO DEVIATION
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	RFO DEVIATION
FAR 52.222-37	Employment Reports on Veterans	RFO DEVIATION
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act	RFO DEVIATION
FAR 52.222-41	Service Contract Labor Standards	RFO DEVIATION
FAR 52.222-42	Statement of Equivalent Rates for Federal Hires *Fill-ins for this clause available on request*	MAY 2014
FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	RFO DEVIATION

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE
FAR 52.222-50	Combating Trafficking in Persons	RFO DEVIATION
FAR 52.222-54	Employment Eligibility Verification	RFO DEVIATION
FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	RFO DEVIATION
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706	RFO DEVIATION
FAR 52.223-23	Sustainable Products and Services	RFO DEVIATION
FAR 52.224-1	Privacy Act Notification	APR 1984
FAR 52.224-2	Privacy Act	APR 1984
FAR 52.224-3	Privacy Training	JAN 2017
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
FAR 52.227-17	Rights in Data-Special Works	DEC 2007
FAR 52.229-3	Federal, State, and Local Taxes	RFO DEVIATION
FAR 52.229-12	Tax on Certain Foreign Procurements (if Identified as Foreign Person Under FAR 52.229-11)	FEB 2021
FAR 52.232-1	Payments	APR 1984
FAR 52.232-8	Discounts for Prompt Payment	FEB 2002
FAR 52.232-11	Extras	APR 1984
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-23	Assignment of Claims	MAY 2014
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
FAR 52.233-1	Disputes	RFO DEVIATION
FAR 52.233-3	Protest After Award	RFO DEVIATION
FAR 52.233-4	Applicable Law for Breach of Contract Claim	RFO DEVIATION
FAR 52.240-91	Security Prohibitions and Exclusions	RFO DEVIATION
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems	RFO DEVIATION
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.246-4	Inspection of Services-Fixed-Price	AUG 1996

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE
FAR 52.246-25	Limitation of Liability–Services	FEB 1997
FAR 52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
FAR 52.252-6	Authorized Deviations in Clauses [(Clause fill-in as follows: DTAR and OCC Clauses, Where Applicable)	RFO DEVIATION
FAR 52.253-1	Computer Generated Forms	RFO DEVIATION
DTAR 1052.232-7003	Electronic submission of payment requests	APR 2015
DTAR 1052.210-70	Contractor Publicity	APR 2015

Class Deviation No. 2025-00020 — Implementing the Class Deviation from the Federal Acquisition Regulation (FAR) Part 12, *Acquisition of Commercial Products and Commercial Services*, in accordance with Executive Order (EO) 14275, "Restoring Common Sense to Federal Procurement," effective November 3, 2025. [The following clause is not included in this solicitation: FAR 52.212-5, *Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services*].

***AUTHORITY*—**This class deviation is issued under the authority of EO 14275, OMB Memo M-25-26, 48 CFR 1.4, and RFO FAR 1.304.

FAR CLAUSES INCORPORATED IN FULL TEXT

FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **1 business day before the contract expiration date**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6** months. The Contracting Officer may exercise the option by written notice to the Contractor within **1 business day before the contract expiration date**.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **1 day prior to the current operating period end date**; 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 (5 years)**.

(End of Clause)

OCC CLAUSES INCORPORATED IN FULL TEXT

OCC 1052.204-8000 PROPER IDENTIFICATION OF CONTRACTOR PERSONNEL (AUG 2020)

(a) All contractor personnel shall provide proper identification in both oral and written communications. Oral communications include, but are not limited to, in-person, Skype video and audio communications, and teleconference communications. Additionally, when calling into meetings contractor personnel shall identify that they are a contractor by stating their name followed by stating contractor support for their respective OCC business unit.

(b) For written communications, all contractor personnel shall use a signature block that includes identification as a contractor, the name of the contractor personnel's company, office telephone number, alternate contact (mobile) number (if applicable), and identification of the current assigned Contacting Officer Representative (COR) as stated in the contract.

Name:	[Insert Name]
Job Title:	[Insert Title] (Contractor)
Company Name:	[Insert Name of Company]
COR's Name:	[Insert Name of the current COR]
Telephone:	Office: (XXX) XXX-XXXX
Work Cell:	Mobile: (XXX) XXX-XXXX
POC's Name:	TBD

(End of Clause)

OCC 1052.232-8002 AVAILABILITY OF FUNDS (APR 2014)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of non-appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

OCC 1052.239-8000 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (JAN 2023)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C 794d) , as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) products and services developed, acquired, maintained, or used under this contract/order must comply with the Information and Communication Technology (ICT) Accessibility Provisions, set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194 (36 CFR 1194.1 and 36 CFR 1194.2). Information about Section 508 is available at https://www.section508.gov/. The complete text of Section 508 Final Provisions can be accessed at https://www.access-board.gov/ict/about/

(b) The Section 508 accessibility standards applicable to this contract/order are identified in the Statement of Work/Performance Work Statement. If it is determined by the Government that ICT products and services provided by the Contractor do not conform to the described accessibility standards in the submitted Accessibility Conformance Report (ACR), using the Voluntary Product Assessment Template (VPAT), remediation of the products or services to the level of conformance specified in the Contractor's ACR/VPAT will be the responsibility of the Contractor at its own expense.

(c) Any modification(s) to this contract/order which adds new ICT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including ICT deliverables such as electronic documents and reports, the Contracting Officer may require that the Contractor submit an Accessibility Conformance Report (ACR) using the latest version of the Voluntary Product Assessment Template (VPAT) in accordance with its completion instructions and Section 508 requirements, found at https://www.itic.org/policy/accessibility/vpat, to assist the Government in determining that the ICT products or services support Section 508 accessibility standards.

(End of Clause)

OCC 1052.242-8001 POINT OF CONTACT (JUNE 2014)

(a) The Point of Contact (POC) for this award is responsible for inspection and invoice approval, and where required, acceptance of deliverables or services rendered.

(b) The POC does not have authority to take any action, either directly or indirectly, that would change pricing, quantity, place of performance, delivery schedule, or any terms and conditions of this award or to direct the contractor in the accomplishment of effort which goes beyond the scope.

(c) If the contractor believes the POC has changed the scope of this contract, order or blanket purchase agreement, the contractor shall promptly notify the Contracting Officer (CO) verbally or in writing. In the event the contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the award price to cover any increase incurred as a result thereof.

(d) The POC for this award is:

Name:	TBD
Address:	Office of the Comptroller of the Currency 400 7th Street SW, Floor #

Washington, D.C. 20219

Telephone: TBD
E-mail: TBD

(End of Clause)

OCC 1052.242-8002 PERIOD OF PERFORMANCE (SEP 2012)

The base period of performance of this contract is from September 14, 2026 through September 13, 2027.

If exercised, the first option period/year will extend the contract period of performance from September 14, 2027 through September 13, 2028.

If exercised, the second option period/year will extend the contract period of performance from September 14, 2028 through September 13, 2029.

If exercised, the third option period/year will extend the contract period of performance from September 14, 2029 through September 13, 2030.

If exercised, the fourth option period/year will extend the contract period of performance from September 14, 2030 through September 13, 2031.

(End of Clause)

OCC 1052.243-8001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (SEP 2016)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who provide technical direction or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer (CO) or is pursuant to specific authority otherwise included as a part of this contract.
(c) The CO is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the CO's. In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The primary CO will be identified via separate letter to the contractor. Any CO with appropriate warrant authority may direct changes through a modification to the contract.

(End of Clause)

OCC 1052.245-8003 CONTROLLED UNCLASSIFIED INFORMATION (SEP 2021)

(a) Because of the proprietary nature of such information, the contractor understands that work performed by and information released to the contractor is sensitive in nature and shall not be disclosed to anyone other than the Office of the Comptroller of the Currency (OCC) (Government) employees assigned to the contract and other contractor personnel the Government authorizes to receive the information. The contractor agrees to protect all Controlled Unclassified Information

received by or provided to the contractor pursuant to this contract from unauthorized disclosure or use for as long as the information remains proprietary or controlled and further agrees that it will not use such information for any purpose other than that relating to the performance of this contract. For purposes of the contract, all information provided to or received by the contractor is deemed confidential and proprietary.

(b) The contractor shall execute and is responsible for having all of its employees, subcontractor employees, and agents working under the contract and/or having access to sensitive information under this contract execute a "Conditional Access to Controlled Unclassified Information Non-Disclosure Agreement" (Attachment D), hereafter referred to as an NDA, provided as Attachment at time of award to this resulting contract. This NDA provides that Controlled Unclassified Information provided to the contractor or its employees, subcontractors, or agents, shall not, except as permitted in connection with the performance of the contract, be further disclosed or used without the prior written approval of the Government.

(c) Contractor employees processed in the Personnel and Administration Security System (PASS), will complete the NDA electronically.

(b) Contractor employees processed outside of PASS, will complete the attached hard copy NDA and submit to the Contracting Officer (CO).

(c) Executed copies of the NDA are required by each contractor employee, subcontractor employee or agent who will perform work on the contract before they can begin actual performance under the contract.

(End of Clause)

2.0 OTHER TERMS AND CONDITIONS

2.1 Discloser that the Government shall not Provide Indemnity to the Contractor, nor to any of its Subcontractors

Notwithstanding language in any license agreement or the non-appropriated status of the Office of the Comptroller of the Currency, the Government will not provide indemnity of any kind to the Contractor or its associates.

2.2 Immunity from State Courts and Foreign Jurisdictions

The US Government is immune from lawsuits in a state court (*see* U.S. Code Title 28 ("Judiciary and Judicial Procedure"), Part IV ("Jurisdiction and Venue"), Chapter 85 ("District Courts; Jurisdiction") § 1346 ("United States as defendant")) and does not submit to any foreign jurisdiction; and the contract may not be unilaterally terminated by the Contractor (this order subject to US Code Title 41 ("Public Contracts"), Subtitle III ("Contract Disputes"), Chapter 71).

3.0 TYPE OF CONTRACT

The resulting contract will be of a firm-fixed-unit-price (FFUP) type.

4.0 ADMINISTRATIVE MATTERS

A postaward orientation will be scheduled following contract award and will be coordinated by the Contracting Officer (CO) and/or POC. The purpose of the conference will be to familiarize the Contractor with contract expectations, clarifications, services and activities, performance standards and deliverables, terms and conditions, and administrative procedures; as well as achieve a clear and mutual understanding, by all parties, of the contractual requirements, including scope, schedule and deliverables. Sufficient time will also be available to parse out any potential problem areas or complex issues previously experienced. All Contractor participants may be required to have a signed NDA on file.

5.0 INVOICING PROCEDURES

The Contractor should invoice once upon providing the services and/or supplies contained in this delivery order. The Contractor must pre-arrange with the Contracting Officer if multiple invoice submissions are requested. Refer to DTAR 1052.232-7003 Electronic Submission of Payment Requests for information on the submission of invoices.

5.1 FFP LINs

In addition,, the following data elements shall be included on each invoice:

- Contract Number: (from SF 1449, Block 4)
- Paying Number: (From SF 1449, Block 1)
- Project Title: OCC Tri-Merge Credit Reporting Services

The Contractor shall certify with a signed and dated invoice for requesting payment.

Refer to **DTAR 1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)** for information on the submission of invoices.

The final invoice is desired to be submitted within 6 months of project completion. The Contractor shall provide the Government with a monthly status on when the final invoice will be submitted to the Government at contract end.

5.2 FFUP LINs Billing

The Contractor may invoice as stated in Section B –Price/Cost Schedule tables for the FFUP LINs monthly for payment. The invoice must include the PoP covered by the invoice (all current charges must be within the active billing cycle (i.e., PoP) and the LIN number(s) and title(s). All prices must be reported by LIN element (as shown in the table of Section B, 2.0 – Price/Cost Schedule table), and must be provided for the current invoice. The Contractor must provide the invoice data in an acceptable format (MS Excel or PDF) as identified by the Government's (OCC's) COR. In accordance with FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services, all invoices must be proper in form in order to be processed for payment, and must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, line item number and, if applicable, the order number;
- Description, quantity, unit of measure, unit price and extended price of the 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 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 defective invoice;
- Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- Electronic funds transfer (EFT) banking information

SECTION D – CONTRACT DOCUMENTS, EXHIBITS AND/OR ATTACHMENTS

1.0 LIST OF ATTACHMENTS

The following attachments are referenced throughout this request for quote (RFQ) for review and compliance, in order to be considered for each phase of the evaluation:

Attachment	Attachment Title
A	Cost/Price Schedule
B	OCC's Crafting 508 Compliant Word-PDF Docs Guide
C	Tri-Merge CRS Solicitation Provision Attestation
D	Non-Disclosure Agreement (Applicable to Awardee Only)
E	Questions and Answers (Q&A) Worksheet

SECTION E – SOLICITATION PROVISIONS, INSTRUCTIONS, AND EVALUATIONS

In accordance with (IAW) FAR 12, the following provisions, to the maximum extent practicable, are hereby included applicable to the acquisition of commercial products or commercial services related to this requirement. The Government reserves the right to determine the Quoter's consistency with customary commercial practices via the Quoter's SAM.gov registration. **Therefore, only provisions identified by Attachment C (Solicitation Provision Attestation Responses) must be submitted in response.**

1.0 APPLICABLE PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. After request, the CO will make the full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal of offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at: http://www.acquisition.gov/far/

PROVISION NO	PROVISION TITLE	PROVISION DATE
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
FAR 52.203-17	Contractor Employee Whistleblower Rights	NOV 2023

PROVISION NO	PROVISION TITLE	PROVISION DATE
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
FAR 52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
FAR 52.204-7	System for Award Management—Registration	RFO DEVIATION
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	RFO DEVIATION
FAR 52.204-13	System for Award Management—Maintenance	RFO DEVIATION
FAR 52.204-14	Service Contract Reporting Requirements	RFO DEVIATION
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	RFO DEVIATION
FAR 52.209-5	Certification Regarding Responsibility Matters	RFO DEVIATION
FAR 52.209-7	Information Regarding Responsibility Matters	RFO DEVIATION
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	RFO DEVIATION
FAR 52.212-1	Instructions to Offerors—Commercial Products and Commercial Services [Addendum Below]	RFO DEVIATION
FAR 52.216-1	Type of Contract (Provision fill-in as follows: FFP)	RFO DEVIATION
FAR 52.217-5	Evaluation of Options	RFO DEVIATION
FAR 52.233-2	Service of Protest (Provision fill-in info as follows: Anethra Facione, Contracting Officer at Anethra.Facione@occ.treas.gov)	SEP 2006
FAR 52.240-90	Security Prohibitions and Exclusions Representations and Certifications	RFO DEVIATION
FAR 52.252-5	Authorized Deviations in Provisions (Provision fill-in as follows: DTAR and OCC Provisions, Where Applicable)	NOV 2020

Class Deviation No. 2025-00020 — Implementing the Class Deviation from the Federal Acquisition Regulation (FAR) Part 12, *Acquisition of Commercial Products and Commercial Services*, in accordance with Executive Order (EO) 14275, "Restoring Common Sense to Federal Procurement," effective November 3, 2025. [The following provision is not included in this solicitation: FAR 52.212-3, *Offeror Representations and Certifications – Commercial Products and Commercial Services*].

***AUTHORITY*—**This class deviation is issued under the authority of EO 14275, OMB Memo M-25-26, 48 CFR 1.4, and RFO FAR 1.304.

FAR PROVISIONS INCORPORATED BY FULL TEXT (Fill-ins)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (RFO DEVIATION)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (RFO DEVIATION)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-7 Information Regarding Responsibility Matters (RFO DEVIATION)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (RFO DEVIATION)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that–

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered

suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

(End of Provision)

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [_] is [_] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [__] a full exemption, or [__] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions

(End of Provision)

2.0 INSTRUCTIONS TO QUOTERS OF COMMERCIAL BUYS

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (RFO DEVIATION)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However,

a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

Addendum to FAR 52.212-1

Per Federal Acquisition Regulation section 12.302, FAR 52.212-1 is hereby tailored as follows: Subdivision (a), *Submission of offers* through (e), *Debriefings*, **all references to "offer" and "Offeror" (including provision title) are replaced by "quote" or "quotation package", and "Quoter", respectively**; Subdivision (c), *Late submissions, modifications, revisions, and withdrawals of offers*, **Paragraph (c)(4) is deleted in full—as quotes, not offers, are being solicited**; and Subdivision (e), *Debriefing*, **is deleted in full—as debriefings will not be conducted per FAR Subpart 13.106-3(d), *Request for information***. The instructions identified below (Section E, 2.0—*Instructions to Quoters of Commercial Products and Services*) are incorporated as an addendum, which provides additional instructions to the provision at FAR 52.212-1. All other terms and conditions in FAR Provision 52.212-1 Deviation remains applicable to this RFQ in full force and effect. The original copy of the quotation package submission must contain any signed SF 30 with Blocks 15A.-C completed and the original of all documents requiring signature by the Quoter.

Quoters must examine and follow all instructions identified within this RFQ. Failure to comply with the instructions in any way may result in a determination that the quote is unacceptable and will not be

evaluated by the Government. This determination will be made at the sole discretion of the Contracting Officer (CO). All materials submitted must be directly pertinent to the requirements of this RFQ. Extraneous narrative, elaborate brochures, uninformative "Public Relations" material shall not be submitted.

2.1 General Instructions

a. The Government reserves the right to make an award based on initial quotes received, without discussion of such quotes. In responding to this RFQ, it is the Quoter's responsibility to provide current information in its quote. If in reviewing the quote the Government identifies or otherwise learns that any information provided therein is not accurate or misrepresents the Quoter's status or capabilities, the Government reserves the right to use that information as part of the Quoter's responsibility determination, i.e., resulting in the basis of a determination of non-responsibility. Quotes must set forth full, accurate, and complete information as required by this solicitation package (including attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001. The Government will review SAM for representations, certifications, and compliance requirements as deemed necessary.

b. Quotation packages must be submitted in response to the solicitation made through the Governmentwide point of entry (GPE), i.e., SAM.gov, to the person(s) listed and by the date and time identified in this RFQ and the GPE. The Government reserves the right not to consider any quotes received after the due date and time specified in RFQ or submitted in any other means other than via email, regardless of the reason. Hard copies will not be accepted. Late quotation package submissions may not be considered for evaluation or award.

c. Quoters are cautioned that "parroting" of the technical requirements in the solicitation does not demonstrate an understanding of the requirements or the capability to perform. "Parroting" is defined as quotations, or portions of a quotation, that merely repeat the technical requirements in the solicitation without further analysis, discussion, or insight do not demonstrate an understanding of the requirements or the capability to perform.

d. The Government will not pay any Quoter for preparation of its submission. The CO is the only individual who can legally commit the Government to the obligation of public funds in connection with this acquisition.

e. The Government will require the best suited Quoter, if identified as an Other Than Small Business, to submit an acceptable commercial or subcontracting plan.

f. **Price quotes must be valid for a period of not less 60 days after the solicitation close date** noting additional validation extensions may be requested. Quotation packages follow the not-to-exceed (NTE) pages per volume, excluding diagrams or instructions/guides.

2.2 Evaluation Factors and Response Submission Instructions

The Government anticipates three factors to in response to this solicitation: 1) Technical Capability, 2) Contractor Responsibility Determination/Past Performance, and 3) Price. The Quoter must submit a written narrative, submitted in Microsoft Word or Adobe PDF, detailing its capability to perform the technical requirements established within Section B of this RFQ. Past Performance will be performed by the Government using existing sources, including the Contractor Performance Assessment Reporting System to determine a Quoter's responsibility. Therefore, Quoters are not required to submit any details regarding its Past Performance, but may do so without exceeding a 3 page limitation. Quoters are required to utilize the pricing template (i.e., Attachment A) or a similar MS Excel document that

identifies the unit and total cost for the Price factor. Though there is no page limitation for the Price factor, the Quoter is responsible for ensuring all formulas and calculations are accurate, a narrative tab that identifies any assumptions is contained within, and is not locked from Government's capability to manipulate the format to perform other functions to support the overall analysis of the quoted price.

2.2.1 Evaluation Factors

2.2.1.1 Technical Capability

The Quoter must provide a technical narrative demonstrating its capability to provide a solution that meets the OCC's requirements identified in Section B, subsection 4.0 of this RFQ. The Quoter must address the type of reports, frequency, formats, customizations, and data contained within its tri-merge credit reporting solution. Additionally, for the Quoter's proposed reporting solution, draft copies of the following are required: 1) a Demarcated Security Authorization Boundary for the Tri-Merge Solution; and 2) a SOC II, Type 2 Report for the Solution Proposed for Tri-Merge Reports or the bridge letter from the time of when the last report was done to the solicitation close date.

2.2.1.2 Contractor Responsibility Determination/Past Performance

Should the Quoter elect to provide a response for Past Performance, at least one example must provide relevant past or ongoing projects for which the Quoter served as the prime Contractor and that are similar in type, magnitude, scope, and complexity to the credit reporting services described in this RFQ. The examples must be for projects currently in progress or completed within the last 3 calendar years prior to the closing date of this RFQ. The examples need not be the Quoter's three most recent projects. Past performance may include federal, state, or local government, and commercial/not-for-profit sources.

The Past Performance narratives, if providing, must include at a minimum:

- Name of contracting activity or client;
- Program title;
- Contract number or equivalent identifier;
- Contract type;
- Total contract dollar amount;
- Description of services provided, including results and successes;
- Contracting officer or equivalent name, telephone number, and email;
- If applicable, Program Manager or equivalent name, telephone number, and email;
- If applicable, Contracting Officer's Representative (COR) or equivalent name, telephone number and email; and
- Contract award date and period of performance

2.2.1.3 Price

The Quoter must submit pricing for all line items presented in Section B, Subsection 2.0 (see table), using Attachment A or some similar format. The price quotation must be complete and must include all pricing necessary to perform the requirements of the RFQ.

The total evaluated price will be the sum of the base and all option periods, including FAR 52.217-8 (Option to Extend Services). For evaluation purposes, FAR 52.217-8 will be evaluated by dividing option period four pricing in half and adding that amount to the

total price for the base and four option periods. The Government will determine whether the price, inclusive of all options (including options available under FAR 52.217-8), in combination with the other evaluation factors specified in the RFQ, represents the best value to the Government.

2.3 Quotation Package Format Submission Instructions

Quoters' quotation packages must be clearly and concisely written, as well as neat, indexed (cross-indexed as appropriate), and logically assembled, as applicable (see table below for details with consideration to page limitations). Pages should be appropriately numbered, and identified with the designation of the RFQ's title or number, to the extent practicable. Text shall be no smaller than 11-point font (graphics may be smaller). Screenshots, diagrams, sample report layouts are acceptable, and can be provided as a separate attachment, but not to exceed 3 pages.

Component of Quotation Package by Volume		Page Limitation
General (Compliance Requirement)	SF 1449 and 30 – Solicitation Amendments Acceptance (Page 1 only), as applicable; and Attestation to Solicitation Terms and Conditions and FAR Provisions (Attachment C)	Exempt from Page Limitations
Technical Capability	Technical Capability Narrative in MS Word or PDF Format;	NTE 3 Pages
	Demarcated Security Authorization Boundary for the Tri-Merge Solution	Exempt from Page Limitations
	SOC II, Type 2 Report for the Solution Proposed for Tri-Merge Reports or the Bridge Letter from the Previous Report	Exempt from Page Limitations
Past Performance (if Submitting)	Past Performance Narrative in MS Word or PDF Format	NTE 3 Pages
Price	Pricing Details Inclusive of All Line Items and Fees (Attachment A or in other MS Excel Format)	Exempt from Page Limitations

Quoters who include in their quotes any data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall identify such areas by clearly indicating such proprietary content.

2.4 Quotation Questions Delivery Instructions

Quoters are encouraged to submit questions to this RFQ in accordance with the table format specified in Attachment E—Q&A Worksheet via email to Anethra.Facione@occ.treas.gov by **12:00 PM ET on July 6, 2026**. Questions or requests for extension submitted after the Q&A cutoff date will not be considered. Ensure to reference: '**Questions to Tri-Merge Services RFQ #2031JW26Q00074'** in the email subject line of the submission.

Questions will not be considered if submitted outside of the submission end time. Any information given to a prospective Quoter concerning this solicitation will be furnished promptly to other prospective Quoters as an amendment to the solicitation.

2.5 Quotation Package Delivery Instructions

Quotation packages must be submitted electronically by 12:00 PM ET on July 17, 2026 via email to Anethra.Facione@occ.treas.gov. **A cover page of the package is not required, however, all Quoters must provide its Unique Entity Identifier and CAGE Code for the property being proposed, along with any additional or exceptions to the Government's terms and conditions compliance statement, and the name with contact information of the Quoter's POC**. Ensure to reference: '**Quotation Submission to Tri-Merge Services RFQ #2031JW26Q00074'** in the email subject line of the quotation package submission.

3.0 EVALUATIONS AND BASIS OF AWARD

The Government will review quotations to determine whether they contain the information required by the solicitation and whether any omissions or material deficiencies render the quotation ineligible for further evaluation.

The Government will evaluate quotations under the following factors:

Factor 1 – Technical Capability

The Government will evaluate the Quoter's Technical Capability narrative to assess whether the Quoter demonstrates a sound understanding of the requirement and a capability to successfully provide and the OCC's tri-merge credit reporting services. The Government will evaluate the suitability, completeness, and quality of the Quoter's proposed technical approach, speed and quality of delivery, customer/member support, portal access, file exchange capabilities, systems functionality, and geographic access. The Government will to verify the solution would operate safely in handling sensitive data, including operating information, and maintain strict internal cybersecurity practices with reporting compliance requirements. Lastly, the Government will evaluated the proposed Tri-Merge proposed solution to determine the precise capacity of an information system that is assessed, documented, and secured for Government use. The boundary diagram will be used by the Government as an evaluation document to dictate the components required in the event of an OCC Authority to Operate (ATO) approval.

Factor 2 – Contractor Responsibility Determination/Past Performance

The Government will evaluate the recency, relevancy, and quality of the Quoter's responsibility or past performance to assess the Government's determination of the Quoter's responsibleness to successfully perform the requirement. Relevancy will be based on similarity in type, magnitude, scope, and complexity to the requirement described in the RFQ. If the Quoter does not provided a narrative for past performance, the Government will rely on other sources for determining the responsibility capability to perform the work required. Differently, if a past performance narrative is provided, the Government will consider how the Quoter addressed the required tasks and deliverables, as well as how performance problems and challenges were overcome, if applicable, and the effectiveness of corrective actions taken.

In the case of a Quoter without a record of relevant past performance or for whom past performance information is not available, the Government will assign a rating of Neutral Confidence, and the Quoter will not be evaluated favorably or unfavorably on past performance.

Factor 3 – Price

The Government will evaluate the Quoter's proposed pricing contained in Attachment A (or a similar MS Excel template) for accuracy, completeness, fairness, reasonableness, and balance. The Government will not evaluate price using adjectival ratings. The Government may consider competitive quotations, historical prices, and the Government estimate, as applicable, in determining price reasonableness.

After completion of the evaluation, the Government will perform a best-value tradeoff among Technical Capability and Past Performance to overall Price.

3.1 Basis of Award

This procurement is conducted in accordance with RFO Subpart 12.201, *Simplified Procedures*, and will be evaluated on a tradeoff basis.

The Government will award a contract resulting from this solicitation to the responsible Quoter whose quotation, conforming to the solicitation, is most advantageous to the Government, price and non-price factors considered.

The Government intends to evaluate quotations and make award without exchanges or quote revisions. However, the Government reserves the right to seek clarifications, request additional information, or conduct exchanges if determined to be in the best interest of the Government. Any such exchanges will not be conducted in a manner inconsistent with the procedures applicable to this acquisition.

The evaluation factors are not listed in any order of importance. Technical Capability and Past Performance, when combined, are significantly more important than Price. For quotations eligible for award, the Government will perform a tradeoff analysis in which Technical Capability and Past Performance are weighed against Price. The Government may determine that a quotation offering superior Technical Capability and/or Past Performance merits payment of a price premium. Conversely, the Government may determine that a lower-priced quotation represents the best value where quotation differences are not worth the additional price.

When competing, non-price factors in quotes that are relatively equal in merit will result in price becoming increasingly more important. The Government reserves the right to perform whatever additional price reasonable analyses it might deem necessary. A Quoter's quotation package must yield, at a minimum, an acceptable or equivalent rating for all non-price factors to be considered for further evaluation (i.e., price analysis) and award. The total evaluated price must be determined fair and reasonable and must represent the overall best value to the Government.

In accordance with applicable procedures, formal debriefings will not be conducted. However, a brief explanation of the basis for the award decision may be provided upon request.