**COMBINED SYNOPSIS/SOLICITATION**

This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested and a separate written solicitation will not be issued.

Solicitation No. 2031JW26Q00068 is issued as a Request for Quotation (RFQ) for subscription access to a web-based macroeconomic forecasting and analytical platform.

This acquisition IS NOT set aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV.

The Government intends to award a firm-fixed-price contract consisting of a one-year base period and four one-year options.

See the attached SF-1449, Performance Work Statement, pricing schedule, and solicitation provisions and clauses for complete requirement details.

**Questions Due:** July 14, 2026, at 5:00 PM Eastern Daylight Time (EDT).

**Quotation Due Date and Time:** Tuesday, July 21, 2026, at 5:00 PM Eastern Daylight Time (EDT).

**Point of Contact:** Sean Frey, Contracting Officer, at sean.frey@occ.treas.gov

**North American Industry Classification System (NAICS) Code:** 519290 – Web Search Portals and All Other Information Services (Size Standard: 1,000 Employees)

**PSC:** DA10 – IT and Telecom – Business Application/Application Development Software as a Service

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

| 1. REQUISITION NUMBER | PAGE | OF |
|---|---|---|
| OCCR000706600 | 1 | 37 |

| 2. CONTRACT NO. | 3. AWARD/ EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 2031JW26Q00068 | 07/07/2026 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | SEAN FREY | | 07/21/2026 1700 ET |

| 9. ISSUED BY | CODE | 10. THIS ACQUISITION IS |
|---|---|---|
| Comptroller of the Currency<br>Acquisitions Management<br>400 7TH STREET SW<br>Washington DC 20219 | OCC | ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:<br>☐ SMALL BUSINESS<br>☐ HUBZONE SMALL BUSINESS<br>☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br>☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br>☐ EDWOSB<br>☐ 8(A)<br>NAICS: 519290<br>SIZE STANDARD: 1,000 |

| 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 |
|---|---|---|---|
| ☐ SEE SCHEDULE | | ☐ | 14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP |

| 15. DELIVER TO | CODE | 16. ADMINISTERED BY | CODE |
|---|---|---|---|
| HEADQUARTERS BUILDING #4<br>400 7TH STREET, SW<br>WASHINGTON DC 20024 | OCC-DCOC45 | | |

| 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 |
|---|---|---|---|---|---|
| 0001 | US National and Regional Historical Database (25 Licenses) - Firm-Fixed-Price<br><br>Period of Performance: 09/22/2026 to 09/21/2027<br><br>Continued ...<br>*(Use Reverse and/or Attach Additional Sheets as Necessary)* | 25 | EA | | |

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 _____ 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 |
|---|---|---|---|
| | | SEAN FREY | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 0002 | US National and Regional Forecast Database (25 Licenses) - Firm-Fixed-Price<br><br>Period of Performance: 09/22/2026 to 09/21/2027 | 25 | EA | | |
| 0003 | Website Access for State and Local Reports (5 Licenses) - Firm-Fixed-Price<br><br>Period of Performance: 09/22/2026 to 09/21/2027 | 5 | EA | | |
| 0004 | Website Access for Written Analysis of U.S. Economic Trends and New Data Releases (25 Licenses) - Firm-Fixed-Price<br><br>Period of Performance: 09/22/2026 to 09/21/2027 | 25 | EA | | |
| 1001 | Option One - US National and Regional Historical Database (25 Licenses) - Firm-Fixed-Price (Option Line Item)<br><br>Continued ... | 25 | EA | | |

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<br><br>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | |

| 33. SHIP NUMBER<br><br>☐ PARTIAL ☐ FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><br>☐ COMPLETE ☐ PARTIAL ☐ FINAL | 37. CHECK NUMBER |
|---|---|---|---|---|
| | | | | |

| 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) |
|---|---|---|---|---|---|
| | Period of Performance: 09/22/2027 to 09/21/2028 | | | | |
| 1002 | Option One - US National and Regional Forecast Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2027 to 09/21/2028 | 25 | EA | | |
| 1003 | Option One - Website Access for State and Local Reports (5 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2027 to 09/21/2028 | 5 | EA | | |
| 1004 | Option One - Website Access for Written Analysis of U.S. Economic Trends and New Data Releases (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2027 to 09/21/2028 | 25 | EA | | |
| 2001 | Option Two - US National and Regional Historical Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2028 to 09/21/2029 | 25 | EA | | |
| 2002 | Option Two - US National and Regional Forecast Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2028 to 09/21/2029 | 25 | EA | | |
| 2003 | Option Two - Website Access for State and Local Reports (5 Licenses) - Firm-Fixed-Price<br>Continued ... | 5 | EA | | |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | (Option Line Item)<br><br>Period of Performance: 09/22/2028 to 09/21/2029 | | | | |
| 2004 | Option Two - Website Access for Written Analysis of U.S. Economic Trends and New Data Releases (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2028 to 09/21/2029 | 25 | EA | | |
| 3001 | Option Three - US National and Regional Historical Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2029 to 09/21/2030 | 25 | EA | | |
| 3002 | Option Three - US National and Regional Forecast Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2029 to 09/21/2030 | 25 | EA | | |
| 3003 | Option Three - Website Access for State and Local Reports (5 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2029 to 09/21/2030 | 5 | EA | | |
| 3004 | Option Three - Website Access for Written Analysis of U.S. Economic Trends and New Data Releases (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2029 to 09/21/2030<br><br>Continued ... | 25 | EA | | |

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| 4001 | Option Four - US National and Regional Historical Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2030 to 09/21/2031 | 25 | EA | | |
| 4002 | Option Four - US National and Regional Forecast Database (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2030 to 09/21/2031 | 25 | EA | | |
| 4003 | Option Four - Website Access for State and Local Reports (5 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2030 to 09/21/2031 | 5 | EA | | |
| 4004 | Option Four - Website Access for Written Analysis of U.S. Economic Trends and New Data Releases (25 Licenses) - Firm-Fixed-Price<br>(Option Line Item)<br><br>Period of Performance: 09/22/2030 to 09/21/2031 | 25 | EA | | |

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## Section A – Standard Form (SF) 1449

This solicitation/contract/order for commercial products and commercial services was prepared using **Standard Form 1449 (SF 1449)**, *Solicitation/Contract/Order for Commercial Products and Commercial Services*.

All identifying and administrative data shall be completed on the SF 1449 face page or a quote prepared on the Vendor's letterhead, or both.

## Section B – Continuation of SF 1449 Blocks

### B.1 Contract Information

**Order Type:** Firm-Fixed-Price

**Delivery Terms:** Free on Board (FOB) Destination – Electronic Delivery Only

**Delivery Location:** Office of the Comptroller of the Currency, 400 7th Street SW, Washington, DC 20024 (IT Services via Remote Access)

**Remittance Address:** As provided by the contractor on its invoice following award.

**NAICS Code:** 519290 – Web Search Portals and All Other Information Services (Size Standard: 1,000 Employees)

**PSC:** DA10 – IT and Telecom – Business Application/Application Development Software as a Service

**Set-Aside:** None

**Period of Performance:**
The periods of performance of this contract are as follows:

Base Period: September 22, 2026 through September 21, 2027
Option Period One: September 22, 2027 through September 21, 2028
Option Period Two: September 22, 2028 through September 21, 2029
Option Period Three: September 22, 2029 through September 21, 2030
Option Period Four: September 22, 2030 through September 21, 2031

## B.2 Performance Work Statement (PWS)

**MACROECONOMIC HISTORICAL AND FORECAST DATA, AND WRITTEN ANALYSIS**

### B.2.1 BACKGROUND

The Office of the Comptroller of the Currency (OCC) charters, regulates, and supervises all national banks and federal savings associations as well as federal branches and agencies of foreign banks. The OCC's mission is to ensure these institutions operate in a safe and sound manner, provide fair access to financial services, treat customers fairly, and comply with applicable laws and regulations. The OCC is a bureau of the U.S. Department of the Treasury. The OCC requires a responsible Contractor to provide products to facilitate economic, financial, and demographic analysis of the U.S. economy. The Contractor must have proven analytical expertise in the areas covered by the products.

### B.2.2 SCOPE

1. **Geographic Coverage.**

   The required products must provide ready access to historical and forecast macroeconomic, financial, and demographic data at the national, state, and Metropolitan Statistical Area (MSA) levels. The minimum number of MSAs required to be covered by historical and forecast data is the largest 350 MSAs by current population. Coverage of more than 350 MSAs is preferred.

2. **Historical Data**

   a. The Contractor must provide a database that consists of economic, financial, and demographic historical data of the U.S. economy at the national, state, and MSA level. The Contractor must provide both seasonally adjusted and non-seasonally adjusted historical data, where provided by the data source.
   b. The historical database must include at least 1,500 economic, financial, or demographic data series at the national level, and at least 500 data series at both the state and MSA levels. Provision of more than these minimum thresholds is preferred. Data series that are released by the data source at all three geographical levels should be counted as three data series, one per level. The Contractor must not count a data series more than once because it is reported for multiple geographic locations at the same geographic level. A larger number of historical data series at each geographic level is preferred.

c. The Contractor will provide estimated historical data starting from 1990 (except where noted) for the following data series:
    i. Residential construction permits separately for single family and multifamily units, at the state and MSA levels, monthly, seasonally adjusted.
    ii. Residential construction starts separately for single family and multifamily units, at the state and MSA levels, monthly, seasonally adjusted.
    iii. Residential construction completions separately for single family and multifamily units, at the state and MSA levels, monthly, seasonally adjusted.
    iv. Residential existing home sales, at the state and MSA levels, monthly, seasonally adjusted.
    v. Inventory of homes for sale, since 2016, at the state and MSA levels, monthly, not seasonally adjusted.
d. The Contractor will incorporate data revisions released by the source of the data into its database within two business days from the release of the revision. Faster inclusion is preferred.

**3. Forecasts**

a. The Contractor must provide forecasts of economic, financial, and demographic data at the national, state, and MSA levels that are, at a minimum, over a five-year time horizon (a longer horizon is preferred).
b. The Contractor must update its forecast data monthly. Forecasts must include, at a minimum, a baseline and at least 5 alternative scenarios, where the 5 alternative scenarios include a mix of both upside and downside risk scenarios. A larger number of forecast scenarios is preferred. Each individual scenario must generate forecast data at all three levels (national, state, and MSA).
c. The Contractor must forecast at least 1,000 economic, financial, or demographic data series at the national level, at least 300 data series at the state level, and at least 100 data series at the MSA level. Provision of more than these minimum thresholds is preferred. Data series that are forecast at all three geographical levels should be counted as three data series, one per level. Do not count a forecast data series more than once because it is reported for multiple geographic locations at the same geographic level. A larger number of data series forecast at each geographic level is preferred.
d. The Contractor will provide historical data starting from 1990 (whether from the data source itself or estimated by the Contractor) and forecast data for the following data series, where forecast data cover, at a minimum, a 5-year time horizon (longer is preferred):
    i. Personal Bankruptcies (total of all relevant chapters), at the state and MSA levels, months ending, not seasonally adjusted.
    ii. Federal Housing Finance Agency (FHFA) All Transactions Single Family Home Price Index, at the state and MSA levels, monthly, seasonally adjusted.

iii. Gross Domestic Product, at the state and MSA levels, monthly, seasonally adjusted.
iv. Median Household Income (U.S. Census Bureau measure), at the state and MSA levels, monthly, seasonally adjusted.
v. Per Capita Disposable Income, at the state level only, monthly, seasonally adjusted.
vi. Initial Unemployment Claims, at the state level only, historical data starting from 2005, monthly, seasonally adjusted.
vii. Unemployment rate, at the state and MSA levels, monthly, seasonally adjusted.

e. Forecasts must have the following characteristics:
   i. Consistency: Data must be compiled, and forecasts must be applied using consistent methods for MSAs, states, and national economic or financial series to permit sound analysis. The Contractor's forecast model(s) at the state and MSA level must be consistent with national level forecasts, and vice versa. Consistent methods must be used for data with different periodicities, such as monthly or quarterly.
   ii. Comprehensive coverage: Since the Federal banking system operates in both large and small metropolitan areas, forecasts must include coverage of at least the minimum number of MSAs noted above in the United States to help identify and analyze local economic factors that affect the condition and performance of national banks. Coverage must be continuous across time, without breaks in the forecast data.

## 4. Written Analysis Reports

a. National Level Trends and Data Release Reports. The Contractor must provide insightful written analysis and commentary of key economic and financial trends in the economy and of emerging risks to growth, plus commentary on key economic and financial data releases at the national level, on an at least a weekly basis.
b. State and MSA Reports. The Contractor must also provide written analyses and commentary of key economic and financial trends for each state and covered MSA at least three times a year. The narrative of state and MSA reports must provide an insightful discussion of industries or other economic forces that drive local economic performance.

## 5. Data Access, Delivery, Usage, and Termination

a. Data Access. OCC employees assigned a license shall have access to the products purchased through this contract. The historical and forecast data, and written analyses, must be accessible by OCC license holders through the Contractor's website. Licenses are transferable among OCC employees throughout the duration of the contract at no additional cost.

b. Data Export via Website. The Contractor must allow OCC license holders to download/export historical and forecast data from the Contractor's website to the OCC's network in Excel or Comma-Separated Values (CSV) formatted files. Historical and forecast data must be accessed for download/export from an easy-to-use, single web-page location where the user is able to select geography level (national, state, or MSA), time period, date range, etc., of data to download/export. Although not required, it is preferred that the Contractor's website export tool allow users to easily transform data (e.g., change periodicity between annual, quarterly, or monthly; convert from levels to difference or percent change) prior to download.
c. Excel Add-In. The Contractor must maintain an Excel add-in to allow license holders to directly download, populate, and refresh historical and forecast data within Excel files.
d. Application Programming Interface. The vendor will provide an Application Programming Interface (API) so that commonly used software products (such as Python or R) can communicate with, and export large amounts of data from, the vendor's website or internal server. The vendor must provide and frequently update, as necessary, API documentation.
e. Data Usage.
    i. OCC employees with a license shall be authorized to distribute the results of analysis or research (not raw data) using the contractor's historical and forecast data to all other employees of the OCC regardless of location.
    ii. OCC employees with a license shall be authorized to publicly disseminate results of research or analysis (in summary form only) using the contractor's historical and forecast data. Public dissemination can take a variety of forms, such as published research papers, analytic outreach presentations to bankers, or interagency memoranda. The OCC shall cite the contractor as the source of the historical and forecast data in all publicly disseminated written products.
    iii. OCC employees with a license shall be authorized to co-author research papers using the contractor's historical and forecast data with persons not employed by the OCC and who may not have a license to the Contractor's historical or forecast data. Non-OCC co-authors will have access only to aggregated data and results of research and analysis.
f. Data Treatment at Termination of Contract. Reports, analyses, forecasts, and other outputs generated by authorized Government users during the period of performance and retained on Government systems may be retained and used by the Government for official Government purposes after expiration or termination of the subscription. Nothing in the Contractor's license terms or other commercial terms shall restrict the Government's continued retention and use of such previously generated outputs.
After termination of the contract, at the minimum, the OCC requires data rights to allow OCC license holders to archive data for regulatory and statutory record-keeping purposes. Additional data rights at end of contract are preferred.

g. State and MSA Economic Reports Posted to OCC's Secured, Internal Website. The Contractor must authorize the OCC to download from the Contractor all its state and MSA economic reports, described in section 4.b above, and post those reports on the OCC's secured internal website. The purpose of posting state and MSA economic reports is to allow all OCC employees the ability to read these reports at any time to assist OCC employees in carrying out their official duties.

**6. Customer Service**

a. Technical support must include telephone or electronic access to a user helpdesk, access to the Contractor's staff of analysts and/or economists to ask questions or obtain clarifications. The Contractor must respond to requests and/or inquiries within at least two business days of requests and/or inquiries by the Government.
b. The Contractor must offer training annually to license holders on how to use the Contractor's website and/or other analytic tools. This training must not be separately priced.

**(End of Performance Work Statement)**

## Section C – Contract Clauses

### C.1 Federal Acquisition Regulation (FAR) Clauses in Full Text

**52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Deviation – Nov 2025)**

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act

(31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.
(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
(i) *Payment—*
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(5) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.
(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**ADDENDUM TO FAR 52.212-4, TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

**The following paragraphs are added to FAR 52.212-4 and apply to this acquisition:**

(v) Delivery and Acceptance of Subscription Services
For web-based subscription services, delivery shall be deemed complete upon successful activation of authorized user accounts and provision of access to the subscribed platform, datasets, forecasts, analytical tools, and other contracted content. Acceptance shall occur upon the Government's confirmation that access has been established and the subscribed services are available for use in accordance with the requirements of the contract.
(w) Material Changes to Subscribed Services
The Contractor shall provide advance written notice to the Contracting Officer of any material change to subscribed content, data sources, methodologies, forecasting models, analytical capabilities, or platform functionality that could substantially affect the Government's use of the subscribed services during the period of performance. Such notice shall be provided as soon as practicable following the Contractor's decision to implement the change.

(End of Addendum)

**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 one day of contact expiration.

(End of clause)

**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 any time of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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.

(End of clause)

**52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

(End of clause)

## C.2 FAR Clauses Incorporated by Reference

The following FAR clauses are incorporated into this contract by reference:

**52.203-17** Contractor Employee Whistleblower Rights (Nov 2023)

**52.203-19** Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

**52.204-13** System for Award Management—Maintenance (Deviation – Nov 2025)

**52.209-6** Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation – Nov 2025)

**52.209-10** Prohibition on Contracting with Inverted Domestic Corporations (Deviation – Nov 2025)

**52.222-3** Convict Labor (Deviation – Dec 2025)

**52.222-50** Combating Trafficking in Persons (Deviation – Dec 2025)

**52.226-8** Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

**52.232-40** Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

**52.233-4** Applicable Law for Breach of Contract Claim (Deviation – Nov 2025)

**52.240-91** Security Prohibitions and Exclusions (Deviation – Nov 2025)

**52.240-93** Basic Safeguarding of Covered Contractor Information Systems (Deviation – Nov 2025)

## C.3 Department of Treasury Acquisition Regulation (DTAR) Clauses

**1052.232-7003 Electronic submission of payment requests (APR 2015)**

(a) *Definitions.* As used in this clause -
(1) "*Payment request"* means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.
(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

## C.4 Office of the Comptroller of the Currency (OCC) Clauses

**1052.204-8001 CONTRACTOR'S COMMITMENT TO EQUAL OPPORTUNITY AND CONTRACTING (MAY 2025)**

This clause applies to the contractor's compliance with Section 342(c)(2) of Dodd-Frank Wall Street Reform and Consumer Protection Act (PL 111-203) (Dodd-Frank).

The Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts under this Contract when the dollar value exceeds $150,000.

Within thirty (30) calendar days of a written request from the OCC's Office of Minority and Women Inclusion (OMWI), or such longer time as the OMWI determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and, as applicable, its subcontractors) has undertaken to demonstrate its good-faith efforts to comply with the aforementioned provisions.

For purposes of this contract, "good-faith efforts" may include actions by the contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or engaging in other activities that could lead to those results.

A failure to demonstrate to the OCC and the OMWI Director such good-faith efforts may result in the actions prescribed in Section 342(c)(3) of Dodd–Frank.

For purposes of this clause, the terms “minority,” “minority-owned business” and “women-owned business” shall have the meanings set forth in Section 342(g) of Dodd–Frank.

(End of Clause)

**1052.212-8000 SUPPLY CHAIN GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2022)**

This procurement is for new Original Equipment Manufacturer (OEM) items only. No counterfeit or used, refurbished, or re-manufactured supplies or equipment/parts shall be provided. Also, no gray market items shall be provided. In the context of this clause, gray market items are defined as OEM goods sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(End of Clause)

**1052.227-8000 COMMERCIAL SUPPLIER AGREEMENT TERMS AND CONDITIONS (OCT 2023)**

1. **Definitions:**

A. “Commercial item” means any of the following: [Note: For purposes of this document, the term "commercial item" is interchangeable with the terms "commercially available”, "commercially available software”, "commercial component(s)", "commercial product(s)", and "commercial off-the-shelf (COTS)”.]

(1) Any item, other than real property, that is of a type customarily used by the general public or by nongovernmental entities for purposes other than governmental purposes and that has been sold, leased, licensed to the general public; or has been offered for sale, lease, or license to the general public.

(2) Any item that evolved from an item described in paragraph (1) through advances in technology or performance and that is not yet available in the commercial marketplace but will be available in the commercial marketplace in time to satisfy the delivery requirements under a government solicitation.

(3) Any item that would satisfy a criterion expressed in paragraphs (1) and (2) of this definition, but for (i) modifications of a type customarily available in the commercial marketplace; or (ii) modifications of a type not customarily available in the commercial marketplace made to meet Federal government requirements.

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public.

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, and if the source of such services--(i) offers such services to the general public and the Federal government contemporaneously and under similar terms and conditions; and (ii) offers to use the same work force for providing the Federal government with such services as the source uses for providing such services to the general public.

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standards commercial terms and conditions. This does not include services sold based on hourly rates without an established catalog or market price for specific service performed.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contract; or

(8) Any item determined by the procuring agency to have been developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple state and local governments.

B. “Commercial supplier agreements” means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of “commercial item” and intended to create a binding legal obligation on the end user, such as, but not exclusively, those used in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data. Such agreements may be referred to as Terms of Service (TOS), End User License Agreement (EULA) or another similar legal instrument or agreement and may be presented as a part of a proposal or quotation responding to a solicitation for contract or order. The term applies, regardless of the format or style of the document, whether in paper or electronic form.

2. **Applicability.** The following terms and conditions apply to any commercial supplier agreement as defined in this clause. These terms take precedence and supersede any conflicting or contrary terms in a contractor, subcontractor or associated third party Commercial license agreement. When any supply or service acquired under this contract is subject to a commercial supplier agreement, the terms of this clause shall be deemed incorporated into the commercial supplier agreement. In addition, the Commercial Supplier Agreement is a part of a contract between the commercial supplier and the OCC for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders). For accepted terms under the commercial supplier agreement, the OCC may be bound as end user, but a government employee or person acting on behalf of the government in his or her personal capacity will not be bound. The commercial supplier or license agreement may be incorporated into an OCC contract as modified by this clause. If a Commercial Supplier

Agreement is not required for the goods and services performed by the contractor, all the terms listed below in this clause are not applicable to the contract.

3. **Contract Formation.** All terms intended to bind the OCC must be included in static text form within the contract signed by the OCC. Neither the OCC nor any authorized end user shall be deemed to have agreed to any terms in the commercial supplier agreement or any terms of any associated third-party agreement by a click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements) and such purported execution does not bind the OCC or an authorized end user and is null and void.

4. **Authorization.** By executing the contract, contractor represents that it is duly authorized to enter the contract, including any amendments to the commercial supplier agreement as incorporated into the contract.

5. **Venue.** Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

6. **Limitations on Actions.** Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

7. **Arbitration; equitable or injunctive relief.** In the event of a claim or dispute arising under or relating to this agreement, binding arbitration shall not be used unless specifically authorized by OCC guidance, and equitable or injunctive relief, including award of attorney fees, costs or interest, may be awarded against OCC only when explicitly provided by statute (e.g. Prompt Payment Act). Any terms in the commercial supplier agreement requiring that disputes be submitted to arbitration or that claims the supplier has the right to injunctive relief, attorney fees, costs or interest is null and void and shall not be enforceable against the Government.

8. **Updating Terms.** After award the contractor may unilaterally revise terms if they are not material. A material change is defined as: (A) Terms that significantly change Government's rights or obligations; and (B) Terms that increase Government prices; (C) Terms that decrease overall level of service; or (D) Terms that limit any other Government right addressed elsewhere in this contract. For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification. Any terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

9. **Representation.** Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516 or OCC under 12 U.S.C. § 93(d), unless otherwise provided by Federal law.

10. **Warranties and Disclaimers.** OCC will accept the contractor's commercial warranty but does not accept a disclaimer of the implied warranty that the items delivered hereunder are

merchantable and fit for use for the particular purpose described in this contract. Additionally, OCC does not accept a disclaimer of any warranties expressly provided for in the contract.

11. **Limitation of Liability.** All limitations of liability accepted by OCC shall only apply to claims based on contract and any limitations related to tort or another causes of action shall not apply and shall be null and void and unenforceable against the government. Notwithstanding anything to the contrary in the commercial supplier agreement, nothing in the contract or the commercial supplier agreement shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including but not necessarily limited to the False Claims Act, 31 U.S.C. §§ 3729-3733.

12. **Audit.** Any audit requested by the contractor will be at the contractor's or Licensor's expense without reimbursement by the OCC. Further, such audit may only be conducted if the auditor satisfies the OCC's security requirements for access to its facilities, systems and information.

13. **Term and Termination.** Neither the contractor nor licensor can unilaterally revoke, terminate, or suspend an agreement or any associated rights granted to the OCC. In the event of a dispute, the requirements specified in the Disputes paragraph of this document would apply.

14. **Continued Performance.** The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the OCC to be in breach of the agreement, it shall pursue its rights under the Disputes Clause of the contract or other applicable Federal statute while continuing performance.

15. **Confidentiality.** If the agreement includes a confidentiality clause, it shall be amended to state that the Government and Government employee's obligations with regard to confidentiality are governed by statute, such as, but not exclusively, the Trade Secrets Act, 18 U.S.C. § 1905 and the Freedom of Information Act, 5 U.S.C. § 552. To the extent that the confidentiality language conflicts or in any way purports to alter the Government or Government employee's obligation with regard to confidentiality, such language shall be null and void and will not be enforceable against the Government. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

16. **Indemnification.** Any language requiring the OCC to indemnify a contractor or related third-party licensor is null and void and is unenforceable against the Government.

17. **Automatic Renewal.** Except as otherwise expressly agreed to by the OCC, any provision of an agreement requiring automatic renewal of the agreement is unenforceable against the OCC.

18. **Integration.** Any integration clause shall be amended to recognize the associated contract and these terms and conditions as part of an "entire agreement."

19. **Disputes.** If the supplier or licensor believes OCC is in breach of the agreements, it shall pursue its rights under the Disputes clause of the contract and federal laws and performance under the contract shall continue pending resolution of the dispute.

20. **Governing Law.** This agreement shall be governed by Federal law. Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

21. **Assignment.** Neither the Contract nor these agreements, as amended, shall be assigned, nor may any rights or obligations be delegated, without OCC's prior approval.

22. **Payment.** The OCC Contract governs the purchase and payment of fees. Payment for awards made by the OCC are made in accordance with the Prompt Payment Act. 31 USC §§ 3901-05.

23. **Taxes.** Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the government as end user will be governed by the terms of the underlying government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the government contract.

24. **Force Majeure.** Failure to perform this contract according to its terms is excusable and not an event of default if the failure to perform is caused by events beyond the control of contractor, and through no fault or negligence of contractor.

(End of Clause)

**1052.237-8000 NON-PERSONAL SERVICES (NOV 2022)**

a) This is a non-personal services contract. The contractor personnel rendering services under this contract are not subject, either by the contract terms or by the manner of its administration, to the supervision and control of the Office of the Comptroller of the Currency (OCC).

b) The OCC and contractor understand and agree that the services to be provided under this contract by the contractor to the OCC are non-personal services. The parties recognize that no employer/employee relationship exists or will exist under this contract. The contractor agrees to provide the specified services fully described herein and is accountable to the OCC only for providing such services, materials, or work ordered. For the purpose of this contract, the contractor's personnel shall not be subject to the supervision of an OCC office or employee while engaged in the performance of its duties.

(End of Clause)

**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)

**1052.239.8002 INTERNET PROTOCOL VERSION 6 (DEC 2022)**

a) Any system hardware, software, or networked component (voice, video, or data) developed, procured, or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6). In addition, any system or component shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products. Dual-stacked devices shall interoperate equally with IPv4 devices, IPv6 devices, and other dual-stacked devices.

b) Specifically, any new IP product or system developed, acquired, or produced must –

c) Interoperate with both IPv6 and IPv4 systems and products; and

d) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

e) In accordance with FAR 11.002(g), any exception to waive the use of IPv6 requires prior written approval from the OCC's Chief Information Officer, prior to contract award.

(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: [TBA]
Address: Office of the Comptroller of the Currency
400 7th Street SW, Mailstop [TBA]
Washington, D.C. 20219

Telephone: [TBA]
E-mail: [TBA]

(End of Clause)

**(OCC) 1052.242-8000 EVALUATION OF CONTRACTOR PERFORMANCE (DEC 2010)**

a) The OCC will evaluate the contractor's performance after contract award. If this contract has option periods, interim evaluations will be conducted at the end of each option period and then a final evaluation report will be prepared at the completion of the entire contract. If this contract does not have renewal options, an evaluation will be conducted upon completion of the contract. Notwithstanding the preceding, the Contracting Officer may conduct evaluations more or less frequently, if the Contracting Officer deems appropriate.

b) Evaluations will be conducted using an electronic format as established by Contractor Performance Assessment Reporting System (CPARS), an internet-based database of contractor performance information. The OCC will enter the information, gathered from the evaluation, into the CPARS.

c) If the contractor responds to the evaluation, and the response rebuts any or all of the ratings, the Contracting Officer will attempt to reconcile the areas of disagreement with the contractor. If agreement cannot be reached, the evaluation and response shall be reviewed at a level higher than the Contracting Officer and a final evaluation will be issued by the reviewing official. If the reviewing official finds, either all or in part, against the contractor, the contractor's response shall become part of the final evaluation. The reviewing official's final decision shall not be subject to dispute under the terms and conditions of the Disputes clause or subject to resolution in accordance with the terms and conditions of the Alternative Dispute Resolution clause. The reviewing official will provide the contractor with a copy of the final evaluation.

d) Any government agency authorized to access the Past Performance Information Retrieval System (PPIRS) database will be able to view the performance information related to this contract. Any government agency may also receive a copy the contractor's performance evaluation, and any associated comments, by contacting the OCC. The OCC will also, upon request, provide copies of any and all of the contractor's evaluations to the contractor.

(End of Clause)

**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)

## Section D – Documents, Exhibits or Attachments

**Attachment D-1: Crafting Section 508 Compliant Word/PDF Documents**

**Attachment D-2: OCC's Voluntary Product Accessibility Template**

**Attachment D-3: Attestation of Accessibility Conformance Report Accuracy and No Cost Remediation**

**See the form on the following page for completion and submission by the quoter.**

## Attachment D-3: Attestation of Accessibility Conformance Report Accuracy and No Cost Remediation

**OCC 1052.239-8002 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) ACCESSIBILITY (JAN 2025)**

Attestation: To the best of my knowledge, statements made in response to the OCC Voluntary Product Accessibility Template (VPAT – March 2025) and its resulting Accessibility Conformance Report (ACR) are complete, accurate, and were made by knowledgeable and qualified professionals in the internal control structure of my organization. The undersigned has authority and is authorized to legally bind my organization to sign below.

Corporate Officer Signature: _____

Printed Name/Title: _____

Date: _____

If a Contractor claims its products or services, including ICT deliverables such as electronic documents and reports, meet applicable Section 508 accessibility standards in its completed ACR produced using the OCC VPAT, and it is later determined by the Government – i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the ACR/VPAT, remediation of the products or services to the level of conformance specified in the Contractor's submitted ACR will be the responsibility of the Contractor and at its own expense.

**END OF ATTACHMENT D-3**

# Section E – Solicitation Provisions

## E.1 Federal Acquisition Regulation (FAR) 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Deviation – Nov 2025)

(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)

### E.1.1 Addendum to FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services

The instructions contained in FAR 52.212-1 apply to this solicitation, except as supplemented below.

For purposes of this solicitation, references in FAR 52.212-1 to "Offeror" and "Offer" shall be interpreted to mean "Quoter" and "Quotation," respectively.

FAR 52.212-1 is supplemented by the addition of paragraphs (f) through (i) as follows:

**(f) Technical Quote.**
(1) Quoters shall submit a technical quotation describing the proposed solution and demonstrating its ability to meet or exceed the requirements of the Performance Work Statement (PWS).
(2) To demonstrate compliance with Section 4, Written Analysis Reports, of the PWS, the Quoter shall provide the following representative samples of written analysis currently provided to its subscribers or clients:
(i) Two examples of written analysis and commentary addressing national-level economic and financial trends, economic outlooks, or significant economic data releases that were distributed to subscribers or clients during April 2026.
(ii) The most recently released Metropolitan Statistical Area (MSA) reports for Omaha, Nebraska and Hot Springs, Arkansas.
**(g) Price Quote.** Quoters shall submit a completed SF 1449, pricing schedule, or written quotation identifying the proposed subscription product(s), quantities, unit prices, extended prices, and total quoted price.
The quoted price shall include all costs necessary to perform the requirements of the PWS, including required customer support, helpdesk access, access to Contractor personnel for questions and clarifications, and annual user training. Annual user training required by the PWS shall not be separately priced.
**(h) Information and Communications Technology (ICT) Accessibility Documentation.**
(1) If the proposed solution includes information and communications technology (ICT), software, web-based applications, electronic content, or other deliverables subject to accessibility requirements, the Quoter shall submit the following:
(i) An Accessibility Conformance Report (ACR) prepared using the OCC Voluntary Product Accessibility Template provided in **Attachment D-2**.
(ii) Any completed VPAT documentation required to support the ACR.
(iii) Any additional accessibility documentation necessary to describe known accessibility limitations, exceptions, or planned remediation efforts.

(2) The Quoter shall complete and submit the Accessibility Attestation provided in **Attachment D-3**, including the certification statement and signature block contained therein.
(3) Submission requirement and evaluation notice. Failure to submit a completed ACR using **Attachment D-2** and a signed Accessibility Attestation using **Attachment D-3** may result in the quotation being determined ineligible for award.
(4) Post-award acknowledgment. By submission of a quotation, the Quoter acknowledges that, if awarded a contract, the Contractor shall be required to:
(i) Produce all electronic documents and reports intended for OCC users in accordance with the OCC Best Practice Guide for Crafting 508-Compliant Word/PDF Documents provided in **Attachment D-1;**
(ii) Test and remediate, as necessary, all web pages, application user interfaces, electronic documents, charts, tables, spreadsheets, presentation slides, diagrams, graphics, and videos generated for OCC users to ensure accessibility for users with visual, hearing, or motor-manipulation accommodation needs;
(iii) Ensure compatibility with OCC-approved assistive technology tools, including Job Access With Speech (JAWS) Versions 2026, 2025, and 2024, and Dragon Professional, or successor versions designated by OCC; and
(iv) Correct or remediate, at no additional cost to OCC, any inaccuracies, omissions, or deficiencies identified in the Accessibility Conformance Report (ACR) after contract award.

**(i) Completion of Solicitation Provisions**

(1) Quoters should complete FAR 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, and submit the completed provision with their quotation.

**(j) Questions Regarding the Solicitation.**

(1) Questions concerning this solicitation shall be submitted in writing via email to the Contracting Officer, Sean Frey, at sean.frey@occ.treas.gov no later than 5:00 PM Eastern Daylight Time (EDT) on July 6, 2026.
(2) Questions received after this date and time may not be considered.
(3) To ensure fair and equitable treatment of all prospective quoters, the Government intends to respond to questions of general applicability through a written amendment to the solicitation.
(4) Responses to questions and any resulting solicitation changes will be posted through SAM.gov. It is the responsibility of each quoter to monitor SAM.gov for amendments and other solicitation updates.
(5) Oral explanations or instructions given before award shall not be binding. Any information that modifies, interprets, clarifies, or changes the solicitation shall be issued only through a written amendment to the solicitation.

(End of Addendum)

## E.2 Additional FAR Provisions in Full Text

**52.217-5 Evaluation of Options (July 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Deviation – Jul 2025)**

(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 of the United States.

*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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 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)

**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. Upon request, the Contracting Officer will make their 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 quotation 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 quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

(End of provision)

## E.2 FAR Provisions Incorporated by Reference

The following FAR provisions are incorporated into this contract by reference:

**52.204-7** System for Award Management—Registration (Deviation – Nov 2025)

**52.240-90** Security Prohibitions and Exclusions Representations and Certifications (Deviation – Nov 2025)

## E.3 Basis for Award

The Government will evaluate quotations using a comparative assessment methodology. Technical Capability and Price will be considered in determining the quotation that represents the best value to the Government. Technical Capability as a factor is more important than Price.

Technical Capability will be evaluated based on the quoter's demonstrated ability to meet or exceed the requirements of the Performance Work Statement (PWS). The Government will assess the extent to which the proposed subscription service satisfies the requirements of the PWS, including the breadth and quality of economic forecasting data, analytical capabilities, reporting functionality, written analysis products, geographic coverage, user accessibility, and other features and services offered under the proposed solution.

As part of the Technical Capability evaluation, the Government will evaluate the representative samples of written analysis reports submitted in response to Section E.1.1(f). The Government will assess the quality, depth, clarity, relevance, and analytical value of the written economic analysis and commentary available under the proposed subscription service. The Government may also consider the extent to which the submitted reports demonstrate meaningful insight into national, state, and local economic conditions, trends, risks, and economic drivers.

Price will be evaluated for reasonableness and completeness. The Government will evaluate the total quoted price, including the base period and all option periods. The Government may use one or more price analysis techniques to determine whether the proposed price is fair and reasonable, including comparison of proposed prices received in response to the solicitation, comparison to historical prices paid, comparison to market pricing, and comparison to other relevant pricing information available to the Government.

The Government will compare quotations to determine the relative merits of the proposed solutions. In performing this comparative assessment, the Government will consider the extent to which each quotation satisfies the requirements of the PWS, the benefits and advantages offered by each proposed solution, and whether any identified technical advantages warrant payment of a higher price.

The Government reserves the right to evaluate quotations without assigning adjectival ratings, numerical scores, or other formal rating designations. The evaluation will focus on the relative strengths, benefits, and value offered by each quotation in accordance with the evaluation criteria set forth herein.

Award will be made to the responsible quoter whose quotation is determined to represent the best overall value to the Government, considering Technical Capability and Price.

## E.4 Representations and Certifications

Quoters shall ensure that their **System for Award Management (SAM)** registration is current, accurate, and complete at the time of quote submission.

(End of Solicitation)