

1. CONTRACT PRICING

This is a firm-fixed-priced contract for the Market Data Pricing Feed.

2. DESCRIPTION OF SUPPLIES/SERVICES

CLIN	Product Description	Period of Performance	Quantity	Monthly Rate	Total Annual Price	Amount Funded
Base Period						
1	Market Data Pricing Feed	August 26, 2023 through August 25, 2024	(b)(4)	(b)(4)	\$119,954.88	\$
2	Market Exchange Fees	August 26, 2023 through August 25, 2024			\$61,200.00	\$
3	Implementation and Integration	Award August 25, 2023			N/A	\$
Option 1						
1001	Market Data Pricing Feed	August 26, 2024 through August 25, 2025	(b)(4)	(b)(4)	\$125,952.62	\$
2	Market Exchange Fees	August 26, 2024 through August 25, 2025			\$64,260.00	\$
Option 2						
2001	Market Data Pricing Feed	August 26, 2025 through August 25, 2026	(b)(4)	(b)(4)	\$132,250.26	\$
2	Market Exchange Fees	August 26, 2025 through August 25, 2026			\$67,473.00	\$
Option 3						
3001	Market Data Pricing Feed	August 26, 2026 through August 25, 2027	(b)(4)	(b)(4)	\$138,862.77	\$

2	Market Exchange Fees	August 26, 2026 through August 25, 2027	(b)(4)	(b)(4)	\$70,846.65	\$
Option 4						
4001	Market Data Pricing Feed	August 26, 2027 through August 25, 2028	(b)(4)	(b)(4)	\$145,805.91	\$
2	Market Exchange Fees	August 26, 2027 through August 25, 2028			\$74,388.98	\$
		TOTALS		(b)(4)	\$1,000,995.07	\$

Additional exchange sources will be billed at (b)(4) per month per source

Market Exchange Fees are charged directly from each particular Exchange and will cost the same regardless of which vendor you choose.
 Assumptions: CFTC is responsible for applicable taxes, and the costs of all equipment, computers, communication lines, etc. to access and use the service. Third party licenses and additional fees may be required for certain data (e.g., CUSIP data, ratings data, etc.).

RFQ# 9523ZY-23-Q-0022

The U.S. Commodity Futures Trading Commission (CFTC) has a requirement for Market Data Services for Global Risk System.

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

The solicitation number is 9523ZY-23-Q-0022. This solicitation is issued a request for quotation (RFQ).

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02 effective March 16, 2023.

The applicable NAICS code is 523210, and this is a full and open competition. Size standard: \$47.0 million.

See Part I for a description of requirements for the items to be acquired: Market Data Services for Global Risk System.

See Part II for a list of contract line item numbers and items, quantities and units of measure (including options).

Dates and place of performance: The period of performance is a base period of twelve (12) months and four (4) 12-month options. The place of performance shall be at the CFTC Headquarters office in Washington, DC.

See Part III for the provision 52.212-1, INSTRUCTIONS TO OFFERORS COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES and the associated addenda.

See Part III for the description of the Evaluation in lieu of provision FAR 52.212-2, EVALUATION COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.

Quoters shall include a completed copy of the provision FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES, with its quotation submission in accordance with Part III.

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES, is applicable to this solicitation (See Part II).

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES, is applicable to this solicitation (See Part II).

See Part II for all applicable additional terms and conditions and conditions for this solicitation.

RFQ# 9523ZY-23-Q-0022

The date, time and place quotations are due: Quotations shall be submitted electronically to the Contracting Officer, Christine Han at chan@cftc.gov no later than May 23, 2023 at 10:00 AM ET (Eastern Time).

The name and telephone number of the individual to contact for information regarding the solicitation: Christine Han at 202-418-6046. Questions are due in writing to chan@cftc.gov no later than May 9, 2023 at 10:00 AM ET (Eastern Time).

This request for quotation shall not be construed as a commitment of any kind.

Enclosures:

Part I – Performance Work Statement (PWS)

Part II Additional Terms and Conditions

Part III Quotation Preparation Instructions/Evaluation Criteria

PART I
PERFORMANCE WORK STATEMENT (PWS)
MARKET DATA SERVICES FOR GLOBAL RISK SYSTEM

1. Background

The Commodity Futures Trading Commission (CFTC) is a federal government agency with offices located in Washington, DC, Chicago, IL, New York, NY and Kansas City, MO. The CFTC's mission is to promote the integrity, resilience, and vibrancy of the U.S. derivatives markets through sound regulation.

The CFTC's Division of Clearing and Risk (DCR) oversees derivatives clearing organizations (DCOs) and other market participants in the clearing process, including futures commission merchants (FCMs), swap dealers, major swap participants and large traders. DCR monitors the clearing of futures, options on futures, and swaps by DCOs, assesses DCO compliance with Commission regulations, and conducts risk assessments and financial surveillance. DCR also makes recommendations on DCO applications and eligibility, rule submissions, and which types of swaps should be cleared.

The Division of Data (DoD) provides an integrated data and technology strategy to support the effective oversight of the highly electronic futures, options, and swaps marketplaces. DoD works in support of all of the Divisions and Offices of the Commission to ensure that they have what they need in terms of data to meet their goals.

In partnership with DoD, DCR successfully deployed Global Risk's Firm Risk software as a Production environment in May of 2016. The Firm Risk software provides DCR with insight into the risk related to futures portfolios of FCMs and other market participants. Positions of market participants are ingested into the Firm Risk software and compared against market pricing to provide a top day view into the current value of the portfolios. To accurately assess the portfolio value against market fluctuations, the Firm Risk software requires market data pricing throughout the business day.

The CFTC's Firm Risk software uses real-time market data for intraday risk analysis and provides alerts on futures and options positions under the regulatory purview of the CFTC. As market data is sent to the Firm Risk software, the client application updates and displays the valuation, risk, and intraday profit/loss for all firm and client positions that have been loaded. This allows the CFTC to continuously monitor the systemic risks posed by intermediaries including clearinghouses, clearing firms, futures, commission merchants, and large traders.

The Firm Risk software sends a series of data requests for the required market instruments to the data vendor over a dedicated VPN. The data requests are currently implemented to establish a refresh rate between 2 and 3 minutes during morning, afternoon, and overnight sessions for all required instruments.

This Performance Work Statement (PWS) details the services required to provide this market data on a real time or near real time basis, as noted in Attachment A – Mandatory Requirements Matrix.

2. General Scope

CFTC requires contractor support to provide a market data pricing feed composed of the Exchanges in Attachment B – List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software. The contractor shall meet all of the requirements as listed in Attachment A – Mandatory Requirements Matrix. The contractor shall provide all associated implementation, documentation, and software maintenance and technical support.

The contractor shall provide technical support during the CFTC’s regular business hours (Monday to Friday, 7:00 am - 6:00 pm Eastern Time (ET)), as part of the contractor’s annual maintenance agreement. The contractor shall ensure that the data feed will maintain compatibility with the Commission’s commercial off-the-shelf software releases, such as Windows and SQL Server.

3. Implementation

The contractor shall design, configure, and implement the network connectivity of the market data pricing feed to the CFTC as well as to the Commission’s currently deployed Firm Risk software platform within 30 calendar days of the kickoff meeting.

The CFTC will provide an IT Specialist for the purpose of acting as a technical expert regarding the CFTC’s systems during the contractor’s connectivity to the CFTC network and implementation to the Firm Risk software. The CFTC will provide business and technical resources to validate the testing and any maintenance procedures to ensure a successful rollout.

The contractor shall provide a Requirements Traceability Matrix that tracks each requirement through the testing process and shows that all requirements are implemented and verified. In addition, the contractor shall provide project and implementation plans, architecture documentation, testing and operational procedures as per PWS, Part I – Section 5 below.

The testing performed by the contractor and the CFTC implementation team shall include all pre/post-testing of the system, such as maintaining quality control and performing user acceptance testing. The CFTC will use the User Acceptance Testing (UAT) as part of its acceptance process.

During implementation and at the discretion of the Contracting Officer’s Representative (COR), the contractor shall participate in project progress meetings with the COR. The frequency of the meetings will vary, and may be daily at times, as specified by the COR. The purpose of the meetings will be to discuss the project status, identify and discuss configuration/integration issues, and coordinate schedules amongst CFTC Information Technology Branch (ITB) personnel as well as the Global Risk team.

Acceptance of implementation will be made upon successful installation and configuration of the market data pricing feed into the CFTC and Firm Risk system as well as successful completion of the UAT period. CFTC anticipates that this testing period will last 14 calendar days.

Successful completion of the UAT period means that the market data pricing feed operates in the CFTC production environment for 14 consecutive days with no issues, and otherwise performs in accordance with all PWS requirements and the contractor's quotation. Acceptance by the CFTC will be in writing signed by the Contracting Officer. In the event that the requirements are not met, the contractor shall have up to 14 days to make appropriate corrections and commence a second 14 calendar day acceptance test. In the event that the second acceptance test or any subsequent test agreed to by the Contracting Officer is not successfully completed, the Contracting Officer has the right to issue a final rejection of the software and terminate the contract.

Note: Maintenance and technical support shall not commence prior to implementation.

4. Maintenance Support

The contractor shall provide annual maintenance support for any software and connectivity required for the data transmission. The maintenance support shall include, but is not limited to, bug fixes and software updates as well as telephone support during CFTC regular business hours for issue remediation.

5. Documentation Requirements

The required contractor submitted documents are listed below. The associated due dates for the following deliverables are listed in the PWS, Part I - Section 10. Deliverables table.

- **Architecture and Design Document** – The contractor shall detail the architecture and design of the market data pricing feed.
- **Project Schedule** – The contractor shall provide a project schedule, which outlines the milestones, deliverables, staff responsible for tasks, and start to finish dates.
- **Implementation Plan** – The contractor shall provide an implementation plan that describes the steps the contractor will take to install the proposed market data pricing feed (i.e., testing, production installation, configuration of the system, etc.) and includes dates (elapsed time from date of award) for major milestones.
- **Data Quality Procedures** – The contractor shall provide data quality procedures that include, at a minimum:
 - How the contractor will inform the customer (e.g., the agency) that an outage has occurred. An outage is something that prevents live market data from being transmitted by the contractor or any exchange listed in Attachment B;
 - How the contractor informs the customer (e.g., the agency) when market data from any source exchange is potentially inaccurate, incomplete, or missing;
 - How the contractor identifies potential issues (i.e., inaccurate, incomplete, or missing data) with market data from any exchange listed in Attachment B; and

- How the contractor escalates and resolves issues (i.e., inaccurate, incomplete, or missing market data) from any exchange listed in Attachment B.
- **Requirements Traceability Matrix** The contractor shall provide a requirements traceability matrix that traces all of the requirements from the PWS from the design process to the development process to the implementation process to the UAT validation process. The matrix shall show that all CFTC requirements are included in the solution.
- **Operations and Maintenance Procedures** The operations and maintenance procedures shall include the information required to support and maintain the market data pricing feed after the deployment of the market data pricing feed in the CFTC production environment.
- **Test Document** – The test document shall define the contractor’s approach for implementation testing to demonstrate that the market data pricing feed is successfully implemented.

6. Integration – Application Programming Interface (API)

The contractor shall provide a fully documented Application Programming Interface (API) using a non-proprietary communication language that exposes all essential functions and works with Microsoft technologies.

7. Support Requirement

The contractor shall provide all required implementation, documentation, and user training for up to five (5) CFTC IT Administrators, and software maintenance and technical support for the life of the contract.

8. Security

The contractor shall certify that the system is fully functional and operates correctly as intended on systems using the United States Government Configuration Baseline (USGCB) for Windows 10 Enterprise.

The CFTC reserves the right to test all delivered information technology to verify the contractor’s certification required above. In the event that the market data pricing feed implementation does not meet the requirements in Attachment A, the contractor shall correct the defect at no cost to the Government.

The contractor shall comply with other government standards including, but not limited to, those listed in Section 9 of this PWS.

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9. CFTC IT Systems and Support Services Contract Requirements

General

All contractors and contractor personnel shall be subject to the same Federal laws, regulations, standards and CFTC policies as CFTC, and CFTC personnel, regarding information and information systems security. Contractors must follow policies and procedures outlined in CFTC IT Security Program to ensure appropriate security controls are in place.

Access to CFTC Information and CFTC Information Systems

A contractor shall request logical (technical) and/or physical access to CFTC information and CFTC information systems for employees, subcontractors, and affiliates only to the extent necessary: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) individuals must satisfy the same conditions, requirements and restrictions comparable to CFTC employees in order to access the same type of CFTC information.

All contractors and subcontractors working with CFTC information are subject to the same investigative requirements as those of regular CFTC appointees or employees who have access to the same types of information. Contractors are responsible for screening their employees. Furthermore, contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry safeguards the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. Defense Security Service (DSS) administers the NISP on behalf of the Department of Defense and 23 other federal agencies within the Executive Branch. CFTC will verify clearance through DSS.

CFTC Information Custodial Requirements

Information made available to the contractor by CFTC for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the Contracting Officer.

CFTC information will not be co-mingled with any other data on the contractor's/ subcontractor's information systems/media storage systems in order to ensure CFTC requirements related to data protection and media sanitization can be met. CFTC also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization or disposal procedures to ensure they are in compliance with CFTC policy requirements.

Prior to termination or completion of this contract, the contractor will not destroy information received from CFTC or gathered or created by the contractor in the course of performing this contract without prior written approval by the CFTC Contracting Officer. Any data destruction

done on behalf of CFTC by a contractor must be done in accordance with National Archives and Records Administration (NARA) requirements.

The contractor will receive, gather, store, back-up, maintain, use, disclose and dispose of CFTC information only in compliance with the terms of the contract and applicable Federal and CFTC information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or CFTC information confidentiality and security laws, regulations and policies become applicable to the CFTC information or information systems after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in the contract.

Contractors collecting, storing, or disseminating personally identifiable information (PII) data must conform to all pertinent regulations, laws, and CFTC directives related to privacy.

The contractor shall not make copies of CFTC information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state.

If CFTC determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for CFTC to terminate the contract for default or terminate for cause under Federal Acquisition Regulation (“FAR”) part 12.

The contractor will store, transport or transmit CFTC sensitive information in an encrypted form, using a CFTC-approved encryption application that meets the requirements of NIST’s FIPS 140-2 standard.

Information System Design and Development

Information systems that are designed or developed for or on behalf of CFTC at non-CFTC facilities shall comply with all CFTC policies developed in accordance with Federal Information Security Modernization Act (FISMA), NIST, and related CFTC security and privacy control requirements for Federal information systems. This includes information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization.

The security controls must be designed, developed, approved by CFTC, and implemented in accordance with the provisions of CFTC security system development life cycle as outlined in NIST Special Publication 800-37.

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The contractor agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - i. The systems of records; and
 - ii. The design, development, or operation work that the contractor is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,
- (3) Include this Privacy Act clause, including this subparagraph in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

Information System Hosting, Operation, Maintenance or Use

For information systems that are hosted, operated, maintained, or used on behalf of CFTC at non-CFTC facilities, contractors are fully responsible and accountable for ensuring compliance with all Privacy Act, FISMA, NIST, FIPS, and CFTC security and privacy directives and handbooks. The contractor security control procedures must be identical, not equivalent, to those procedures used to secure CFTC systems. A privacy impact assessment (PIA) must also be provided to the COR and approved by the CFTC Privacy Office prior to operational approval. All external Internet connections involving CFTC information must be reviewed and approved by CFTC prior to implementation.

Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the CFTC Privacy Office, must be in place, tested, and approved by CFTC prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of CFTC. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the contractor's systems in accordance with NIST Special Publication 800-37 and privacy impact assessment of the contractor's systems prior to operation of the systems. Government-owned (government facility/government equipment) contractor operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to CFTC networks.

The contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the CFTC Contracting Officer and the Information Security Officer (ISO) for entry into CFTC's Plan of Action and Milestone (POA&M) management process. The contractor will use CFTC's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor procedures will be subject to periodic, unannounced assessments by CFTC officials. The physical security aspects associated with contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the CFTC Privacy Office through the COR for approval.

All electronic storage media used on non-CFTC leased or owned IT equipment that is used to store, process, or access CFTC sensitive information must have all CFTC sensitive information removed, cleared, sanitized, or destroyed in accordance with CFTC policies and procedures upon: (1) completion or termination of the contract or (2) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier.

Security Incident Investigation

The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to CFTC assets, or sensitive information, or an action that breaches CFTC security procedures. The contractor shall immediately notify the COR and simultaneously, the designated ISO/Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in systems(s) to which the contractor has access.

To the extent known by the contractor, the contractor's notice to CFTC will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the CFTC information/assets were placed at risk or compromised), and any other information that the contractor considers relevant. To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose CFTC information was accessed or disclosed in a security incident.

Security Controls Compliance Testing

On a periodic basis, CFTC reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by CFTC in the event of a security incident or at any other time.

Training

All contractor employees and subcontractor employees requiring access to CFTC information and CFTC information systems shall complete the following before being granted access to CFTC networks:

- (1) Sign and acknowledge understanding of and responsibilities for compliance with the CFTC Rules of Behavior relating to access to CFTC information and information systems;
- (2) Successfully complete CFTC Cyber Security Awareness Training (CSAT) and annual refresher training as required;
- (3) Successfully complete CFTC General Privacy training and annual refresher training as required; and
- (4) Successfully complete any additional cyber security or privacy training, as required for CFTC personnel with equivalent information system access – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirement.

The contractor shall provide to the Contracting Officer a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

10. Deliverables

The contractor shall produce the following deliverables detailed in PWS, Section 5 Documentation Requirements. The contractor shall prepare deliverables using Microsoft Office Suite 2019, or compatible formats, as approved by the COR. The COR will review all deliverables and provide comments and/or approvals/disapprovals in a timely manner so as not to adversely impact the project schedule. The CFTC requires a review period of at least five business days in order to accept deliverables. The CFTC may request bi-weekly interim reviews of deliverables to ensure deliverables are on schedule to meet the intended need. All uses of “days” in the following table refer to business days.

Deliverables	Due Date
Implementation Plan	To be submitted with the quotation
Data Quality Procedures	To be submitted with the quotation
Requirements Traceability Matrix	To be submitted with the quotation
Architecture and Design Document	Within 10 days of contract award
Project Schedule	Within 10 days of contract award
Test Document	Within 5 days prior to the start of implementation of the data feed
Operations and Maintenance Procedures	Within 30 days of contract award

11. Performance-Based Service Contracting (PBSC)

Performance-based service contracting (“PBSC”) emphasizes that all aspects of an acquisition be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed or broad, imprecise statements of work which preclude an objective assessment of contractor performance. It is designed to ensure that contractors are given freedom to determine how to meet the Government’s performance objectives. Incentives are used to motivate the contractor to consistently achieve appropriate performance quality levels. This section contains the performance metrics which will be used to evaluate contractor performance under this contract.

A. Performance Requirements Summary (PRS)

1. PRS Format

The PRS is organized as follows:

Column	Function
Selected Service Performance Area (SSPA)	Lists the SSPA that the government will survey. The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provisions of the contract.
Standard Performance Requirement	Defines the standard of performance for each listed SSPA. Sets forth the maximum allowable deviation from standard performance for that service that may occur before the government will invoke the payment computation formula, resulting in a deduction for unsatisfactory performance or non-compliance with the contract.
Method of Surveillance	Sets forth the surveillance methods the government will use to evaluate the contractor’s performance for the listed tasks.
Performance Calculation	Sets forth the performance evaluation area percentage weighting that the listed requirement represents.

2. Government Quality Assurance

Contractor performance will be surveyed to determine if it meets the contract standards. A variety of surveillance methods may be used.

3. Periodic Inspection of the Process or Output

CFTC officials may conduct periodic inspections with a frequency of less than 100%, using surveillance methodologies which include, but are not limited to, direct observation, and reports receipt & verification.

4. Customer Complaints

CFTC may use validated customer complaints as the basis for actions against the

contractor. Customer complaints are investigated using multiple avenues including, but not limited to, a discussion with the complaining party, tracking system reports, and meetings with the vendor.

5. Grace Period for Initial Award

No deduction from payment to the contractor will be made for defects in performance during the first two full calendar months after commencement of work under this contract. The initial monthly surveillance period shall commence as of the third full calendar month following commencement of work under this contract. This grace period applies only to the performance metrics defined in the PRS Matrix, does not relieve the contractor of the need to perform at a satisfactory level, and does not limit remedies available to the government under other terms and conditions of the contract. Performance during the grace period will be included in any past performance information retained by the Commission or provided to other agencies.

6. Performance Evaluation

Performance of a service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement (maximum allowable deviation from the standard) is exceeded, the contracting officer will issue a Contract Discrepancy Report (CDR) to the contractor. Upon evaluation of the contractor's response to a CDR, the contracting officer will make a determination on whether or not a deduction is still appropriate. Should the contracting officer determine that a deduction is necessary, the deduction shall be taken from the month in which the contracting officer makes the determination. The contractor shall respond to the CDR by completing the appropriate blocks of the form and returning it to the contracting officer within 15 calendar days of receipt. The contractor shall have the right of appeal from determinations of the contracting officer under the "Disputes" clause of the contract. The contractor shall proceed diligently with performance of the work, pending final resolution of any dispute.

7. Contractor Payment

Contractor payments shall be determined as follows:

- a) For performance of service that meets the performance requirement, the contractor shall be paid the validated bill for that service.
- b) If performance of a service does not meet the performance requirement for that service, the government will pay the validated bill amount less any deductions for unsatisfactory performance, or non-compliance with the contract in accordance with this section.
- c) Deductions shall be taken from the month in which the contracting officer makes the determination that a deduction is appropriate, regardless of the period in which the performance occurred. Deductions shall be applied to the monthly invoice of the contract.

1. The total deduction for any surveillance period shall not exceed 30% of the monthly invoice.
2. Examples of determination of deduction:
 - a. **Example 1**
 - Assume the invoiced amount for the month the monthly determination is made is \$50,000.
 - Assume the maximum deduction assigned to SSPA 1 is 10% or \$5,000 ($\$50,000 \times 10\%$).
 - Assume the contractor incurs a total deduction of 2% for failure to meet the performance requirements for SSPA 1 for the monthly surveillance period, but meets all other performance requirements of the contract.
 - The total deduction for defective work is \$1,000 ($\$50,000 \times 2\%$).
 - Amount the contractor will receive = \$49,000 ($\$50,000 - \$1,000$).
 - b. **Example 2**
 - Assume the invoice amount is \$50,000.
 - Assume the maximum deduction assigned to SSPA 1 is 10% or \$5,000 ($\$50,000 \times 10\%$).
 - Assume the maximum deduction assigned to SSPA 2 is 10% or \$5,000 ($\$50,000 \times 10\%$).
 - Assume the maximum deduction assigned to SSPA 3 is 10% or \$5,000 ($\$50,000 \times 10\%$).
 - Assume the contractor incurs a total deduction of 30% for failure to meet the performance requirements for SSPAs 1, 2, and 3 for the monthly surveillance period, but meets all other performance requirements of the contract.
 - Amount the contractor will receive = \$35,000 ($\$50,000 - \$15,000$).

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PRS Matrix

Selected Service Performance Area (SSPA)	Standard	Performance requirement	Method of surveillance	Performance calculation
1. Connection of Market Data Pricing Feed	The connection of the market data pricing feed is stable.	The connection of the market data pricing feed must be available at all times. No more than 4 hours of downtime during CFTC normal business hours per surveillance period may occur.	Direct Observation and Reviewing Reports Period: Monthly	2% deduction once the 4 hours of downtime is reached and an additional 2% for every 15 minutes cumulatively down thereafter per month, not to exceed 10% deduction of total monthly invoice, determined monthly.
2. Customer complaints	Services are provided in a polite, courteous, and professional manner.	No validated written customer complaints may be received based on interaction with contractor staff month.	Written customer complaints, validated by the COR Period: Monthly	2% deduction for each validated customer complaint per month, not to exceed 10% deduction of monthly invoice, determined monthly.
3. Contract Deliverables (See PWS Section 10)	Deliverables are provided as required by the PWS.	No deliverables may be late or require resubmission due to being inaccurate or incomplete.	CFTC Inspection of Reports and Deliverables Period: Monthly	2% deduction for each deliverable that does not meet the performance requirement, not to exceed 10% of total monthly invoice, determined monthly.

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PRS Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER		2. REPORT NO.
3. TO: (Contractor and Manager name)		4. FROM: (COR)
5. DATES		
PREPARED	RETURN BY CONTRACTOR	ACTION COMPLETED
6. DISCREPANCY OR PROBLEM: (Describe in detail: include references to PWS/PRS)		
7. SIGNATURE OF CONTRACTING OFFICER		
8. TO: (Contracting Officer)		FROM: (Contractor)
9. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET. IF NECESSARY. (Cite applicable QC program procedure or new QC procedures)		
10. SIGNATURE		DATE
11. GOVERNMENT EVALUATION (Acceptable, partial acceptance, rejection. Attach continuation sheet, if necessary)		
12. GOVERNMENT ACTIONS (Payment deduction, cure notice, show cause, other)		

**PART II
ADDITIONAL TERMS AND CONDITIONS**

1. CONTRACT PRICING – FIRM FIXED PRICE CONTRACT

This is a firm-fixed price contract. The total firm-fixed-price is \$_____.

2. DESCRIPTION OF SUPPLIES/SERVICES

CLIN/Description	QTY	UNIT	UNIT PRICE	TOTAL	FUNDED AMOUNT
Base Period					
00001: Market Data Pricing Feed	12	MO	\$	S	GOV USE
00002: Market Exchange Fees	12	MO	\$	S	GOV USE
00003: Implementation and Integration	1	EA	\$	S	GOV USE
Total – Base Period				S	GOV USE
Option Period 1					
10001: Market Data Pricing Feed	12	MO	\$	S	GOV USE
10002: Market Exchange Fees	12	MO	\$	S	GOV USE
Total – Option 1				S	GOV USE
Option Period 2					
20001: Market Data Pricing Feed	12	MO	\$	S	GOV USE
20002: Market Exchange Fees	12	MO	\$	S	GOV USE
Total – Option 2				S	GOV USE
Option Period 3					
30001: Market Data Pricing Feed	12	MO	\$	S	GOV USE
30002: Market Exchange Fees	12	MO	\$	S	GOV USE
Total – Option 3				S	GOV USE
Option Period 4					
40001: Market Data Pricing Feed	12	MO	\$	S	GOV USE
40002: Market Exchange Fees	12	MO	\$	S	GOV USE
Total – Option 4				S	GOV USE
Total Contract Value				\$	GOV USE

3. PERIOD OF PERFORMANCE

The base period of performance for CLINs 00001 and 00002 of this contract is August 26, 2023 through August 25, 2024. The period of performance for CLIN 00003 of this contract is from the date of the kickoff meeting through 30 calendar days after the kickoff meeting.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

The period of performance of the Options, if exercised, are as follows:

Option Period 1: 08/26/2024 through 08/25/2025.

Option Period 2: 08/26/2025 through 08/25/2026.

Option Period 3: 08/26/2026 through 08/25/2027.

Option Period 4: 08/26/2027 through 08/25/2028.

5. CONTRACTING OFFICER

For the purpose of this contract, the Contracting Officer is:

Christine Han
Commodity Futures Trading Commission
1155 21st Street, NW
Washington, DC 20581
Phone: (202) 418-6046
E-Mail: chan@cftc.gov

6. CONTRACTING OFFICER'S REPRESENTATIVE

For the purpose of this contract the Contracting Officer's Representative shall be:

Identified at the time of contract award.

The Contracting Officer may also designate an Alternate COR contract. The Alternate COR, if designated, will be authorized to perform the COR responsibilities described in this contract in instances where the COR is not available.

7. TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of work under this contract shall be subject to the surveillance and written technical direction of the COR. The term “technical direction” is defined to include:

(1) Directions to the contractor that provide clarification of the requirements described in the Performance Work Statement.

(2) Inspection and acceptance of deliverables completed by the contractor under this contract.

(b) The COR does not have authority to, and may not, issue any technical direction which:

(1) Assigns additional work outside the scope of work for the contract;

(2) Constitutes a change as defined in the contract clause(s) that address “changes”;

(3) In any manner causes an increase or decrease in the contract price or the time required for performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor’s right to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed in this clause and within his/her authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR would increase or decrease the cost of the contract or result in work outside the scope of this contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing that:

(1) The technical direction is rescinded in its entirety;

(2) The technical direction is within the scope of the contract, does not constitute a change as defined in the contract clause(s) that address “changes” and that the contractor should continue with the performance of the technical direction.

(d) A failure of the contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the “Disputes” clause of the contract.

(e) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR whom the Contracting Officer shall appoint shall be at the contractor's risk.

8. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – Market Data

The requirements of the Prompt Payment Act, P.L. 97-177, as reflected in the clauses incorporated into the contract (e.g., FAR clauses 52.232-25, Prompt Payment, and 52.212-4, Contract Terms and Conditions--Commercial Items) apply to this contract.

Payment requests (i.e., invoices) shall be submitted electronically through the Delphi eInvoicing system via [Login.gov](https://login.gov) as follows: for CLINs X0001 and X0002, the invoice shall be submitted on a monthly basis, in arrears, for processing and payment; for CLIN 00003, the invoice shall be submitted upon completion of the implementation, and is payable after acceptance. (For foreign contractors see Note at end of clause.) The CFTC's Delphi eInvoicing system is managed by the Department of Transportation's Enterprise Services Center (ESC).

Invoices shall include sufficient detail to identify the contract CLIN(s) for which the request for payment is being made. The contractor shall also complete the "Period of Performance Begin" and "Period of Performance End" fields when submitting an invoice through the eInvoicing system, corresponding to the period of performance of the submitted invoice.

Upon contract award, the contractor shall provide an invoicing point of contact to the Contracting Officer as follows:

- First and Last Name
- Email Address (not a centralized email address)
- Phone Number

The contractor shall notify the Contracting Officer of changes to the above information within ten (10) days after the change.

The contractor shall access the eInvoicing System using the following link:

<https://einvoice.esc.gov/>

If the contractor requires assistance with the eInvoicing system, they may contact the ESC help desk:

ESC Help Desk for the Delphi eInvoicing System

- Business Hours: 8:00am to 7:00pm
- 1-866-641-3500

In the event a refund is due the government, the contractor shall remit payment via the secured electronic government collections system, www.pay.gov.

Note: All requirements in this clause for submitting invoices through the Delphi eInvoicing system (i.e. “iSupplier”) apply only to domestic contractors. Foreign contractors shall only submit invoices via email to 9-amc-amz-cftc@faa.gov. For purposes of this clause, “foreign contractor” means a contractor organized or existing under the laws of a country other than the United States. All other requirements in this clause apply to both domestic and foreign contractors.

9. PLACE OF PERFORMANCE

CFTC anticipates that the work under this contract will be performed at the Government’s facilities in Washington, DC.

10. LIABILITY – Market Data

The contractor shall be responsible for all liabilities which result from willful misconduct, gross negligence, or lack of good faith on the part of any of its officers and employees. Such liability is not restricted by any dollar limitations.

11. GOVERNMENT RIGHTS IN SOFTWARE AND DATA

The Government shall have unrestricted rights in all computer software, documentation, and other data developed and created by the Contractor under this contract specifically for CFTC, as described in FAR Clause 52.227-14, Rights in Data – General (May 2014), which is incorporated herein by reference.

12. PRIVACY ACT COMPLIANCE

The contractor and contractor personnel shall store, use, maintain, share and dispose of personally identifying information it receives under this contract in accordance with the Privacy Act of 1974 (5 USC §552a) and its implementing Federal regulations.

13. COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES

(a) “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” set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The following terms apply

(1) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), Subscription Agreement, governing terms or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;

(2) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the CFTC for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including, but not limited to, all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the CFTC as end user but shall not operate to bind a CFTC employee or person acting on behalf of the CFTC in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the CFTC 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.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) 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.

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

(v) *Disputes.* This contract is subject 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 at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(vi) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used, and equitable or

injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the CFTC only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vii) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

- (I) Terms that change CFTC rights or obligations;
- (II) Terms that increase CFTC prices;
- (III) Terms that decrease overall level of service; or
- (IV) Terms that limit any other CFTC right addressed elsewhere in this contract.

(B) 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.

(C) Any agreement 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 CFTC, and the CFTC shall not be deemed to have consented to them.

(viii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized CFTC representative.

(ix) *Indemnification and Unauthorized Obligations.*

(A) When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to directly or indirectly indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability or similar that would or reasonably could create an Anti-Deficiency Act violation (31 U.S.C. 1341), any such language, provision, or clause is unenforceable against the Government, and will be treated as if those terms were deleted and do not otherwise exist.

(B) 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 CFTC and/or 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.

(x) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the CFTC. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying CFTC contract or order.

(B) This charge, if disputed by the CFTC, will be resolved in accordance with subparagraph (v) (Disputes); no payment obligation shall arise on the part of the CFTC until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the CFTC.

(D) Any contractor requesting a right to audit CFTC's end user compliance must provide CFTC 30 days prior written notice before being permitted to conduct any on-site audit.

(xi) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the CFTC as end user will be governed by the terms of the underlying CFTC 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 CFTC contract.

(xii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the CFTC's prior approval, except as expressly permitted under the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items, which is incorporated herein by reference.

(xiii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby removed. Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act.

14. INFORMATION SECURITY – CITIZENSHIP / GREEN CARD REQUIREMENT

All employees of the contractor and those of any subcontractor who will handle CFTC data, including operating and managing information systems containing CFTC data, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card, USCIS I-551 ("Green Card"), authorizing them to live and work in the US on a permanent basis. Any requests for exceptions must be made to the Contracting Officer and approved by CFTC's Chief Information Security Officer.

15. INSPECTION AND ACCEPTANCE

Inspection and acceptance of items delivered or services performed under this order shall be performed by the Contracting Officer's Representative identified under Part II, Additional Terms and Conditions, of this solicitation.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(a) The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined in FAR Subpart 9.5 as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action(s) that the contractor has taken or intends to take to mitigate, eliminate, or neutralize the conflict.

(c) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor under this contract. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to mitigate, eliminate, or neutralize organizational conflicts of interest.

(d) The Contracting Officer has determined, however, that the nature of the work to be performed under this contract may give rise to potential perceived or actual organizational conflicts of interest in future CFTC contracts. Accordingly, the contractor and CFTC have agreed to the following conditions:

1. The contractor shall not be required to develop specifications or statements of work that are to be incorporated into any CFTC solicitation; and
2. The contractor shall not be provided any Government cost estimates, source-selection information, or third-party proprietary technical or cost data.

(e) Additionally, the contractor understands that for any related follow-on contract, it may be required to provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the quoter has a possible organizational conflict of interest with respect to:

1. Being able to render impartial and objective assistance or advice; or
2. Being given an unfair competitive advantage. The quoter may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such actual or perceived organizational conflict.

The contractor understands that no award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer, or unless a waiver has been granted.

17. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are incorporated by reference (by Citation Number, Title, and Date), with the same force and effect as if given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of clauses incorporated by reference may be accessed electronically at this Internet address: <http://www.acquisition.gov/far>

Clause Number	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	June 2020
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.212-4	Contract Terms and Conditions Commercial Products and Commercial Services	Dec 2022
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.227-14	Rights in Data General	May 2014

18. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101note).

 (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 (10) [Reserved].

 (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

 (ii) Alternate I (Mar 2020) of 52.219-3.

 (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (ii) Alternate I (Mar 2020) of 52.219-4.

 (13) [Reserved]

 (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

 (ii) Alternate I (Mar 2020).

 (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

 (ii) Alternate I (Mar 2020) of 52.219-7.

 (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

 (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jun 2020) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)
(15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
(Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)
(15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned
Small Business Concerns Eligible Under the Women-Owned Small Business Program
(Mar 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020)
(15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020)
(E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)
(29 U.S.C.793).
 - (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor
Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019)
(22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order
12989). (Not applicable to the acquisition of commercially available off-the-shelf items or
certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA
Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of
commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable
to the acquisition of commercially available off-the-shelf items.)

- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

(60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

(61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

19. LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
Attachment A	Mandatory Requirements Matrix
Attachment B	List of Exchanges
Attachment C	Past Performance Assessment

(End of Part II)

PART III
QUOTATION PREPARATION INSTRUCTIONS / EVALUATION CRITERIA

1. GENERAL

All Quoters shall be registered in the System for Award Management (SAM) (<https://sam.gov/content/home>) effective as of the date quotations are due. Per FAR 52.212-3, quoters shall complete the annual representations and certification electronically in SAM.

2. NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this Part are hereby incorporated by reference (by Citation Number, Title, and Date), 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 provisions incorporated by reference may be accessed electronically at this Internet address:

<https://www.acquisition.gov/far>

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	AUG 2020
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION	NOV 2015
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (see changes described in provision III.3, below)	MAR 2023
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN REPRESENTATION AND CERTIFICATIONS	JUN 2020

3. ADDENDUM TO FAR 52.212-1 “INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)”

The following provisions are incorporated into this solicitation as addenda to FAR provision 52.212-1, “Instructions to Offerors—Commercial Products and Commercial Services (MAR 2023)”. These provisions replace sections (b), (c), (e), and (f) of provision 52.212-1.

3.1. GENERAL

- (a) The Government intends to award one Firm Fixed Price contract pursuant to this RFQ.
- (b) The Government is not liable for any costs incurred by a quoter in submitting a quotation in response to this RFQ.

3.2. TIME, DATE AND PLACE QUOTES ARE DUE

- (a) Quotes are due no later than 10:00 A.M. Eastern Time (ET) on May 23, 2023.
- (b) Quotes shall be submitted by e-mail to: chan@cftc.gov. Please note that CFTC quarantines all emails that exceed 100MB in size. Quotation documents that include executable files or files with macro-instructions (e.g., MS Excel or MS Word documents) may also be quarantined due to CFTC IT security policies. Quoters are advised not to submit quotations that exceed 100MB in size or include executable files or macro-instructions (macros). Quoters assume full responsibility for assuring that quotes are received in a timely manner. Quotations received after the time and date specified above will not be accepted unless the Contracting Officer determines that acceptance of the quotation is in the Government's best interest and will not unduly delay the acquisition. Facsimile submissions or email submissions that require CFTC to retrieve the quote volumes (e.g., through the use of a file transfer website or a personal network storage and backup website) will not be accepted.

Your emailed quotation shall include the following on the Subject line:

In response to RFQ No. 9523ZY23Q0022 Market Data Services for Global Risk System

3.3. QUESTIONS CONCERNING THE SOLICITATION

- (a) All questions concerning this RFQ must be submitted in writing to the Contracting Officer, Christine Han, by 10:00AM Eastern Time (ET) May 9, 2023. Prospective quoters are warned against contacting any CFTC personnel other than the Contracting Officer prior to award of a contract resulting from this RFQ. If such a contact occurs and is found to be prejudicial to competing vendors, the vendor making such a contact may be excluded from award consideration. Prospective quoters are asked to submit their questions grouped by RFQ section and making reference to the particular paragraph.
- (b) All inquiries/questions shall be submitted to the Contracting Officer via email to the following email address chan@cftc.gov. Answers to inquiries/questions, if given, will be provided in writing to all vendors being solicited, giving due regard to the proper protection of proprietary information.
- (c) No information concerning this RFQ will be provided in response to telephone calls. All such requests shall be submitted in writing to the Contracting Officer by email as described above.

3.4. QUOTATION FORM AND CONTENT

(a) The overall quotation shall consist of three physically separate written files, individually entitled as stated below.

- (1) Volume I - General
- (2) Volume II - Technical
- (3) Volume III - Price

(b) Alternate quotations are not solicited, are not desired, and shall not be evaluated.

(c) The volumes of the quotation must conform to the following instructions.

(1) VOLUME I - GENERAL, shall include the following items:

- i) Cover Letter - Provide a cover letter referencing the solicitation number and signed by an authorized official of the firm.
- ii) Point of Contact - Provide the name, title, telephone number, and e-mail address of the designated point of contact for the quote.
- iii) Exceptions and Deviations - Provide a statement as to whether any exceptions or deviations are taken to this solicitation and, if so, provide a detailed description of the exceptions and/or deviations.
- iv) Acknowledgement of Amendments - Provide an acknowledgement of RFQ amendments, if any. The acknowledgement must reference the amendment number(s).

Note: The Quoter's Volume I information shall not exceed a total of five (5) pages, excluding Acknowledgement of Amendments, if any, using 12 point or larger pitch for text, with a maximum page size of 8.5" x 11". A pitch size smaller than 12 point is permissible for images, graphics and tables provided it is still legible. Partial pages will count as a full page.

(2) VOLUME II - TECHNICAL, shall include the following information (**Note: NO COST INFORMATION SHALL BE INCLUDED IN THIS VOLUME**):

- i) Technical Solution - The Technical Solution shall provide specific details (description, screenshots, or other documentation) about your proposed solution that demonstrates the ability to meet or exceed **all** of the requirements in Attachment A, Mandatory Requirements Matrix. A completed Attachment A shall be submitted with the quotation. Provide Data Quality Procedures for CFTC review. Provide an Implementation Plan for CFTC review. Provide any license/maintenance agreements or terms.

Note: The Quoter's response to Technical Solution shall not exceed a total of ten (10) pages, excluding a completed Attachment A, Implementation Plan, Data Quality Procedures and license agreements, if any, using 12 point or

larger pitch for text, with a maximum page size of 8.5” x 11”. A pitch size smaller than 12 point is permissible for images, graphics and tables provided it is still legible. Partial pages will count as a full page.

- (ii) Corporate Experience and Past Performance - Provide information on two (2) projects similar in scope, magnitude and complexity to this project that are currently being completed or have been completed by your firm within the past five (5) years. An important factor indicating similarity to this engagement will be the extent to which the cited projects involved providing a market data pricing feed through Global Risk’s Firm Risk software platform over a dedicated VPN for a federal government agency or other company, including the service/ requirements described in the Performance Work Statement. In addition, the cited projects must reflect projects involving the solution proposed by the quoter to CFTC. All of the projects must reflect substantial progress toward project completion, and at least one (1) of the projects should be fully complete.

The following information shall be provided for each project:

- A. Customer name and address.
- B. Customer points of contact (name, title, email address, telephone number) for contractual matters (e.g., Contracting Officer) and technical matters.
- C. Contract number.
- D. Total dollar value of the contract. If performed as part of a team, provide the dollar value of your firm’s contribution. This also applies to projects completed by a teammate(s) and/or proposed subcontractor(s).
- E. Period of contract performance.
- F. Description of services provided, including the specific services provided by your firm. This also applies to projects completed by a teammate(s) and/or proposed subcontractor(s).

Note: All Information provided in this section shall not exceed a total of four (4) pages, using 12 point or larger font for text, with a maximum page size of 8.5” x 11”. A font pitch smaller than 12 point is permissible for images, graphs and tables provided it is still legible. Partial pages will count as a full page.

The quoter shall contact its Past Performance client references for projects referenced in its quotation and forward Attachment D, Past Performance Assessment to those client references. The quoter shall request that clients return completed past performance questionnaires directly to the Contracting Officer via email at chan@cftc.gov.

The Government may contact any past performance references to verify information submitted and/or to seek additional information, and may consider past performance information from other sources.

(Rest of Page Intentionally Left Blank)

Additionally, the Quoter shall list all contracts terminated for default or cause within the past five (5) years. Include the contract or contract number, and the name, address and telephone number of the terminating officer.

(3) **VOLUME III - PRICE**, shall include the following information:

- i) Contract Pricing - The quotation shall contain a firm-fixed-price for all requirements outlined in the RFQ. The quoter shall complete the table in Part II, Clause 2, DESCRIPTION OF SUPPLIES/SERVICES.
- ii) The Quoter shall confirm that the proposed prices are inclusive of all services outlined in their written technical submission.

Note: The Quoter's response to pricing does not have a maximum page limitation. CFTC is soliciting discount pricing. Any discounted prices shall be clearly indicated in this section and be used in lieu of commercial contract rates/prices.

3.5 EVALUATION CRITERIA

(a) CFTC intends to award a single contract to the Quoter whose quotation, conforming to the RFQ, represents the best value to the Government. In considering which Quoter represents the best value, CFTC will consider the following:

- (1) Technical Solution
- (2) Corporate Experience and Past Performance

The technical criterion (1) Technical Solution is more important than technical criterion (2) Corporate Experience and Past Performance.

From the standpoint of the relative importance of price to the technical criteria, the technical criteria, when combined, are significantly more important than price. However, as the merit of technical factors in competing quotations approaches equality, price will become increasingly more significant as an evaluation factor.

The Government intends to evaluate quotations and award a contract without discussions with Quoters. Therefore, quotations should contain the best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be desirable.

Note: The Government reserves the right to remove any firm from further consideration, at any point in the evaluation process, if the Contracting Officer determines that they do not stand a reasonable likelihood for award (e.g., based on an initial review of quotations).

(b) The Government will evaluate each technical criterion as follows:

- (1) Technical Solution – CFTC will evaluate the quoter’s understanding of the Performance Work Statement (PWS) as evidenced by the proposed technical solution. CFTC will consider the Quoter’s proposed solution and the likelihood that it will meet or exceed all requirements in Attachment A, Mandatory Requirements Matrix. CFTC will evaluate the Quoter’s proposed implementation plan and the likelihood of successful performance by 30 calendar days after the kickoff meeting. CFTC will evaluate the Quoter’s proposed Data Quality Procedures. The Quoter’s proposed Data Quality Procedures shall address, at a minimum, the four bullets listed under PWS, Section 5, Data Quality Procedures (PWS, pages 3 and 4). License terms, maintenance terms, or End User License Agreement(s) (collectively, “terms of service”) shall be acceptable to the CFTC. In the event a Quoter submits terms of service, CFTC will review and may negotiate those terms and conditions to ensure compliance with standard Federal regulations including FAR 52.212-4 (DEC 2022).
- (2) Corporate Experience and Past Performance - The CFTC will evaluate the Quoter’s history of successfully performing projects similar in scope, magnitude, and complexity to this project to the extent to which it demonstrates a likelihood of successful performance under the contract. The evaluation will be based on information provided in the quotation, references if contacted, Past Performance Assessments, information provided in response to any clarification questions, information provided by discussions and/or quotation revisions, if any, and any other information available to the Government (e.g., CPARS, firsthand knowledge of performance, etc.).
- (c) Price – The evaluated price will be the sum of the proposed FFP amount for all CLINs (i.e., CLINs X0001, X0002, and 00003).

CFTC may award the contract to other than the lowest priced quote.

(End of Part III)

(Part III will not be included in the final award document)

ATTACHMENT A
Mandatory Requirements Matrix

The following table lists the mandatory system requirements. Please complete the column titled Meets Requirement with either a Y (yes) or N (no) if the proposed solution meets the stated system requirement. Note that this Matrix describes the mandatory requirements which all must be met for the quotation to be considered for award. A response of N to any of the items below will result in removal of the proposal from consideration.

Note that altering the Matrix to include additional information outside of the Y or N response for each item is **not acceptable**. Only the response Y or N to each of the items in the Matrix will be considered.

ID No.	Requirement	Meets Requirement?
1.	Required data elements <ul style="list-style-type: none"> • Contract • Date • Time • Settle • Last • Bid • Ask • Low • High • Previous • Volume • Open Interest • Symbol *Must meet ALL elements to mark "Yes"	
2.	The solution shall provide a connection between CFTC and the contractor shall be via virtual private network ("VPN") or internet protocol ("IP") through an API, as described in PWS - Section 6, that is currently designed and implemented with the Firm Risk software.	
3.	The data refresh rate shall not exceed five minute intervals. Faster refresh rates are preferred, but this is the minimum requirement.	
4.	Level 1 market data from the Exchanges in Attachment B List of Exchanges are required to be provided through the market data pricing feed.	

5.	The data is required to be provided for each Exchange in Attachment B for all market sessions including morning, afternoon, and overnight.	
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(End of Attachment A)

**ATTACHMENT B
List of Exchanges**

Market data from the following Exchanges is required:

Exchange Initials	Exchange Name
CBT	CHICAGO BOARD OF TRADE
CME	CHICAGO MERCANTILE EXCHANGE
COMEX	COMMODITY EXCHANGE INC.
DME	DUBAI MERCANTILE EXCHANGE
IFEU	ICE FUTURES EUROPE
IFLL	ICE FUTURES EUROPE - FINANCIAL PRODUCTS DIVISION
IFLO	ICE FUTURES EUROPE - EQUITY PRODUCTS DIVISION
IFLX	ICE FUTURES EUROPE - AGRICULTURAL PRODUCTS DIVISION
IFUS	ICE FUTURES U.S.
MGE	MINNEAPOLIS GRAIN EXCHANGE
NDEX	ICE ENDEX FUTURES
NYMEX	NEW YORK MERCANTILE EXCHANGE
XCBF	CBOE FUTURES EXCHANGE



Commodity Futures Trading Commission (CFTC)

Past Performance Assessment

Message to the assessor:

Your feedback is requested by CFTC to assist with establishing the performance history for the contractor named below. In efforts to expedite receipt of the requested information, the Contracting Office respectfully requests that you do not mail hard copies. Instead, please e-mail the completed assessment(s) to the Contracting Officer at: chan@cftc.gov

Solicitation Data (for the proposed effort):

CFTC RFQ Number	9523ZY-23-Q-0022
Project Name	Market Data Services for Global Risk System
Offeror Name	
Your Name, Contact Information, and Position (e.g. CO or COR)	
Your Organization	
Date	

BACKGROUND INFORMATION

1. Contract number:
2. Did the contractor in question perform as the prime contractor?
3. Did the contractor in question perform as a subcontractor?
If yes, describe the subcontractor's role in the overall project.

4. Contract type (CPFF, FFP, T&M, etc.):
5. Contract award date:
6. Contract award amount:

- 7. Current contract cost:
- 8. Period of performance:
- 9. Procuring agency or organization:
- 10. Description of product and/or services provided:

Instructions and Evaluation Definitions:

The questions below are to be completed by the technical and/or contracting personnel that had experience with the offeror/contractor on a previous relevant contract and submitted to the requesting CFTC Contracting Officer.

Please rate the statements below as they relate to the contractor’s performance in each category. If a “Poor” rating is given, please discuss in the section provided at the end of the rating section.

Excellent	Good	Fair	Poor	N/A
Performance substantially and consistently exceeded contract requirements. The vendor displayed an overall superior understanding of customer needs, and used innovate approaches leading to enhanced performance.	Performance was above minimum contract requirements. The vendor displayed a thorough understanding of customer needs.	Performance met minimum contract requirements.	Performance was below minimum contract requirements. The vendor displayed a lack of understanding of customer needs in one or more significant performance areas.	Question is not applicable to the performance the vendor provided to you.

Performance Evaluations:

Please rate the services provided by the contractor for your organization, particularly as it pertains to furnishing technical support and information technology services in terms of expertise, experience, and operational support.

How would you rate the vendor's Market Data Pricing Feed's overall performance in meeting the requirements of the contract?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
If applicable, how would you rate the vendor's performance transitioning-in the contract?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the vendor's ability to develop and implement their solution?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the vendor's ability to identify and solve technical problems that arose during contract performance in an effective and expeditious manner?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the vendor's ability to provide their integrated documentation using a non-proprietary communication language that exposes all essential functions and works with Microsoft technologies such as .NET.	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>

How would you rate the vendor's accuracy certifying their solution?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the vendor's support of their solution (consider factors such as implementation, documentation, training, and software maintenance and technical support for the life of the contract)?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the timeliness of the vendor's output?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
How would you rate the management performance of the vendor?	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>	N/A <input type="checkbox"/>
For any 'Poor' ratings, please provide a brief discussion of the factors that contributed to your rating.					

Please give an example(s) of something the vendor did particularly well during the performance of your contract.

Nobody is perfect. Even the best information technology services firm is bound to have a flaw or make mistakes. What has the vendor done for you that you've been disappointed in?

Have you ever issued a Cure Notice or Performance Deficiency Report to the vendor?

Given the choice, would you award to this vendor again?

Other comments?

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/18/2023	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY COMMODITY FUTURES TRADING COMM THREE LAFAYETTE CENTER 1155 21ST STREET NW WASHINGTON DC 20581	CODE CFTC-BOB	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) To All Potential Quoters		(x) 9A. AMENDMENT OF SOLICITATION NO. 9523ZY23Q0022	
		x 9B. DATED (SEE ITEM 11) 05/02/2023	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>x The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ X is extended. _____ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor _____ is not _____ is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) *Market Data Services for Global Risk System"			
The purpose of this amendment is to extend the date for submission of quotations.			
1. Section 3.2 Time, Date and Place Quotes are Due, paragraph (a) and all other references to the date and time for submission of quotations are hereby deleted and replaced with the following:			
"Quotes are due no later than 10:00 A.M. Eastern Time (ET) on June 2, 2023."			
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		KATHRYN M RISON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA KATHRYN RISON Digitally signed by KATHRYN RISON Date: 2023.05.18 15:28:50 -04'00'	16C. DATE SIGNED 05/18/2023
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 05/26/2023	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY COMMODITY FUTURES TRADING COMM THREE LAFAYETTE CENTER 1155 21ST STREET NW WASHINGTON DC 20581	CODE CFTC-BOB	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 9523ZY23Q0022	
To All Potential Quoters		x 9B. DATED (SEE ITEM 11) 05/02/2023	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

*Market Data Services for Global Risk System"

See Continuation Page.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTINE HAN
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA CHRISTINE HAN Digitally signed by CHRISTINE HAN (Signature of Contracting Officer) Date: 2023.05.26 11:47:21 -0400	16C. DATE SIGNED 05/26/2023

Previous edition unusable

AMENDMENT 0002

The purpose of this amendment is to:

1. Provide answers to questions received in response to the solicitation.

Questions and Answers are as follows:

1. Question: Should the quotation response encompass Options on Futures and the underlying futures?

Answer: The market data pricing feed shall provide futures market data from the exchanges listed in Attachment B. Market data from options are not required.

2. Question: Is the Requirements Traceability Matrix referenced in the RFQ the same as the Attachment A - Mandatory Requirements Matrix?

Answer: No, the Requirements Traceability Matrix is not the same as the Attachment A Mandatory Requirements Matrix. Per the RFQ Part I, Section 3, the Requirements Traceability Matrix tracks each requirement through the testing process and shows that all requirements are implemented and verified. Additional details regarding the Requirements Traceability Matrix are listed in the RFQ Part I, Section 5 the bullet listed and titled "Requirements Traceability Matrix".

The hour and date specified for receipt of quotations is not extended. Quotations must be received electronically by June 2, 2023 no later than 10:00 A.M. Eastern Time (ET).

(END OF AMENDMENT 0002)

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 06/02/2023	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE COMMODITY FUTURES TRADING COMM THREE LAFAYETTE CENTER 1155 21ST STREET NW WASHINGTON DC 20581		7. ADMINISTERED BY (If other than Item 6) CODE	

<p>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</p> <p>To All Potential Quoters</p> <p>CODE _____ FACILITY CODE _____</p>	(x)	<p>9A. AMENDMENT OF SOLICITATION NO. 95237Y23Q0022</p> <p>9B. DATED (SEE ITEM 11) 05/02/2023</p> <p>10A. MODIFICATION OF CONTRACT/ORDER NO.</p> <p>10B. DATED (SEE ITEM 13)</p>
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ is not _____ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Market Data Services for Global Risk System

See Continuation Page.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		CHRISTINE HAN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		CHRISTINE HAN Digitally signed by CHRISTINE HAN Date: 2023.06.02 09:38:17 -0400	06/02/2023

AMENDMENT 0003

The purposes of this amendment are to:

1. Extend the date for submission of quotations; and
2. Revise Part III, 3.4.(c)(2)(ii) Corporate Experience and Past Performance as follows.
 - a. Part III, Section 3.2 Time, Date and Place Quotes are Due, paragraph (a) and all other references to the date and time for submission of quotations are hereby deleted and replaced with the following:

"Quotes are due electronically no later than 10:00 A.M. Eastern Time (ET) on June 5, 2023."

- b. Part III, 3.4.(c)(2)(ii) Corporate Experience and Past Performance is revised and replaced with the following (revisions are reflected in ***bold, underlined, italics***):

Provide information ***on up to two (2) projects*** similar in scope, magnitude and complexity to this project that are currently being completed or have been completed by you firm within the past five (5) years. An important factor indicating similarity to this engagement will be the extent to which the cited projects involved providing a market data pricing feed through Global Risk's Firm Risk software platform over a dedicated VPN for a federal government agency or other company, including the service/ requirements described in the Performance Work Statement. In addition, the cited projects must reflect projects involving the solution proposed by the quoter to CFTC. All of the projects must reflect substantial progress toward project completion, and at least one (1) of the projects should be fully complete.

(END OF AMENDMENT 0003)

BEST VALUE DETERMINATION
RFQ 9523ZY-23-Q-0022
Market Data Services for Global Risk System

I. BACKGROUND

The purpose of the subject procurement is to award one contract to provide the Commodity Futures Trading Commission (“CFTC” or “the Commission”) a market data pricing feed composed of the Exchanges in the RFQ, Attachment B List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software, as described in the Performance Work Statement.

On May 2, 2023, the CFTC posted a Request for Quotation (RFQ) 9523ZY-23-Q-0022 to www.SAM.gov. Amendment 0001 was posted on May 18, 2023, which extended the date for submission of quotations. Amendment 0002 was posted on May 26, 2023, which provided answers to questions received in response to the solicitation. Amendment 0003 was posted on June 2, 2023, which extended the date for submission of quotations and incorporated changes to the RFQ. Five quotations were received by the due date for receipt of quotations, June 5, 2023, at 10:00 A.M. local (Washington, DC) time.

The vendors that submitted quotations are identified below:

1. (b)(4)
- 2.
- 3.
4. ICE Data Pricing and Reference Data, LLC (“ICE”)
5. (b)(4)

II. TECHNICAL EVALUATION

The Technical Evaluation Plan for this procurement was signed by the Technical Evaluation Committee (TEC) and Contracting Officer on June 13, 2023. Pursuant to the terms of the RFQ, the TEC considered the information provided in the written volumes, as well as information provided by the Contracting Officer (e.g., past performance assessments, Contractor Performance Assessment Reporting System (CPARS) reports, etc.), when formulating its consensus evaluation. The Phase 1 Technical Evaluation Report was signed by the voting members of the TEC and provided to the Contracting Officer on July 6, 2023. After considering the Phase 1 Technical Evaluation Report and the evaluated prices of the Quoters, the Contracting Officer concluded that it was in the Government’s best interest to conduct written discussions accordingly:

Quoters
(b)(4)
ICE

The Determination of Phase 2 Competitors was signed by the Contracting Officer on July 7, 2023. On that date, the Contracting Officer notified (b)(4) that they were no longer under consideration for award, and forwarded questions to the two firms still under consideration for award. The notices informed the Phase 2 Quoters of a common cutoff date and time of July 12, 2023 at 10:00 a.m. local (Washington, DC) time for submission of written answers to the questions, as well as any final quotation revisions. The notices also informed Quoters that the pages for the written answers would be limited to a total of 2 pages.

All answers to questions were received by the cutoff time and date. On July 12, 2023, the TEC evaluated the information provided in the answers to questions (“Phase 2 responses”), and met to determine what impact, if any, the Phase 2 responses had on the initial (Phase 1) technical evaluation.

A Phase 2 Technical Evaluation Report was signed by the voting members of the TEC and provided to the Contracting Officer on July 24, 2023. Per the Technical Evaluation Plan and Part III Section 3.5 of the RFQ, the TEC considered the following two technical evaluation criteria in Phase 2: 1) Technical Solution and 2) Corporate Experience and Past Performance. Per the RFQ, technical evaluation criterion 1) is more important than technical criterion 2).

The following table reflects the TEC consensus rankings and evaluation ratings (overall and for each criterion) of the final quotation revisions. For comparison purposes, the Phase 1 TEC consensus rankings and evaluation ratings are provided as well.

INITIAL (PHASE 1)			
Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
(b)(4)	(b)(5)		
2. ICE			
(b)(4)			

FINAL (PHASE 2)			
Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
(b)(4)	(b)(5)		
ICE			

(b)(5)

III. PRICE EVALUATION

The RFQ stated:

“From the standpoint of the relative importance of price to the technical criteria, the technical criteria, when combined, are significantly more important than price. However, as the merit of technical factors in competing quotations approaches equality, price will become increasingly more significant as an evaluation factor.”

The RFQ required Quoters to provide a firm-fixed price for all requirements outlined in the RFQ. For price evaluation purposes, the Contracting Officer reviewed the proposed FFP amounts for all CLINs in determining whether the total price was reasonable. Per the RFQ, “The evaluated price will be the sum of the proposed FFP amount for all CLINs (i.e., CLINs X0001, X0002, and 00003).”

(b)(4)

The following tables illustrate the initial and final 5-year evaluated prices of the Phase 2 Quoters. Following the tables is a section labeled “Pricing Notes,” which includes information on the reasonableness of the Quoter’s proposed pricing.

INITIAL (PHASE 1)	
	ICE (b)(4)
Base Year	(b)(4)
Option Year 1	
Option Year 2	

Option Year 3	(b)(4)
Option Year 4	
TOTAL	\$1,000,995.07 (b)(4)

FINAL (PHASE 2)	
	ICE (b)(4)
Base Year	(b)(4)
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
TOTAL	\$1,000,995.07 (b)(4)

Pricing Notes

In performing price analysis, the Contracting Officer compared the proposed prices received in the initial quotation submissions from both of the two Phase 2 Quoters because neither submitted quotation revisions. The proposed pricing is listed above from left to right, lowest to highest. The Contracting Officer deemed there to be adequate price competition because there were initially five responsible offerors (Phase 1) and presently two responsible offerors (Phase 2), competing independently, all of which submitted pricing to satisfy the Government’s requirement listed in the RFQ.

During the evaluation of the five quotations, the Contracting Officer was made aware that the Quoters are unable to provide firm fixed prices for CLINs X0002, Market Exchange Fees. The prices that were proposed for CLINs X0002 were estimates only, as the final Market Exchange Fees are determined directly by each exchange at the time of access and will change at the time of award/option exercise.

Based on the discussion above, and the results of the Phase 2 Technical Evaluation Report, the Contracting Officer considers the evaluated prices of the quotations to be fair and reasonable.

IV. DETERMINATION

For purposes of determining best value, the RFQ stated:

“From the standpoint of the relative importance of price to the technical criteria, the technical criteria, when combined, are significantly more important than price. However, as the merit of technical factors in competing quotations approaches equality, price will become increasingly more significant as an evaluation factor.”

Given the best value tradeoff process announced in the RFQ, and after consulting with the TEC, the Contracting Officer concludes that a contract should be awarded to ICE Data Pricing and Reference Data, LLC ("ICE") resulting from the solicitation. A discussion of the rationale for the determination follows.

The Contracting Officer has reviewed the Phase 2 Technical Evaluation Report and agrees with all of the TEC findings (i.e., strengths, weaknesses, ratings and rankings). The Contracting Officer has determined that the quotation submitted by ICE represents the best value to the Government.

(b)(4); (b)(5)

(b)(4); (b)(5)

(b)(4); (b)(5)

Award Summary

The Contracting Officer does not view another round of discussions as being in the Government’s best interest and selects ICE for the contract award. The CFTC received adequate technical and price competition in the Phase 2 final quotation revision submissions. In considering the technical evaluations of the Phase 2 Quoters, the Contracting Officer believes that the awardee of the contract should be ICE. In arriving at this determination, the Contracting Officer consulted with the TEC. In the view of the TEC, both Phase 2 Quoters demonstrated similar solutions and technical capabilities to perform the work anticipated under the contract. Considering the technical and price evaluations, the Contracting Officer deems ICE to provide the best value with its strong technical solution and lowest evaluated overall price. Therefore, based on the above information, the contract will be awarded to ICE. (b)(4) is not selected for award.

Pursuant to FAR 9.405-1(b)(2), the Contracting Officer has reviewed the System for Award Management (SAM) Exclusions and determined that ICE is not currently debarred, suspended, or proposed for debarment. Immediately prior to award, the Contracting Officer will again review SAM Exclusions to ensure that no award is made to a listed contractor. The contractor is considered responsible, and meets the minimum standards set forth in FAR 9.104-1. The contractor has no records in the Federal Awardee Performance and Integrity Information System (FAPIS). In addition, the contractor does not have any poor Performance Evaluations in CPARS.

Based on the above information, the Contracting Officer concludes that ICE is the best value to the Government, technical factors and price considered. ICE is selected for award of the contract resulting from Solicitation 9523ZY-23-Q-0022.

**CHRISTINE
HAN**

Digitally signed by
CHRISTINE HAN
Date: 2023.07.27 09:18:06
-04'00'

Christine J. Han
Contracting Officer

07/27/23

Date

PHASE 2 TECHNICAL EVALUATION REPORT

“Market Data Services for Global Risk System”

Request for Quotation (RFQ) Number 9523ZY-23-Q-0022



July 25, 2023

Background

The Commodity Futures Trading Commission (“CFTC” or “Commission”) is seeking contractor support to provide a market data pricing feed composed of the Exchanges in the Request for Quotes (“RFQ”), Attachment B – List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software. The contractor shall meet all of the requirements as listed in the RFQ, Attachment A – Mandatory Requirements Matrix. The contractor shall provide all associated implementation, documentation, and software maintenance and technical support. The contractor shall provide technical support during the CFTC’s regular business hours (Monday to Friday, 7:00 am - 6:00 pm Eastern Time (ET)), as part of the contractor’s annual maintenance agreement. The contractor shall ensure that the data feed will maintain compatibility with the Commission’s commercial off-the-shelf software releases, such as Windows and SQL Server.

On May 2, 2023, the Commission posted RFQ 9523ZY23Q0022 to www.SAM.gov as a combined synopsis/solicitation for commercial items. Amendment 0001 was posted on May 18, 2023, which extended the date for submission of quotations. Amendment 0002 was posted on May 26, 2023, which provided answers to questions received in response to the solicitation. Amendment 0003 was posted on June 2, 2023, which extended the date for submission of quotations and incorporated changes to the RFQ. Five quotations were received by the due date for receipt of quotations, June 5, 2023, at 10:00 A.M. local (Washington, DC) time.

CFTC intends to award one contract to the Quoter whose quotation, conforming to the RFQ, represents the best value to the Government.

The Phase 1 Technical Evaluation Report was provided to the Contracting Officer on July 6, 2023. The Phase 1 report ranked the initial Quoters as follows:

Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
(b)(4)	(b)(5)		
ICE			
(b)(4)			

Source Selection Information - See FAR [2.101](#) and [3.104](#)

After considering the Phase 1 Technical Evaluation Report and the evaluated prices of the Quoters, the Contracting Officer concluded that it was in the Government's best interests to conduct written discussions with the following Quoters:

Phase 2 Quoters
(b)(4)
ICE

(b)(4)

were removed from further consideration for award. The Contracting Officer established a common cutoff time of 10:00 a.m. local (Washington, DC) time on July 12, 2023 for submission of answers to the written questions and any quotation revisions, if applicable. Both Quoters provided responses to the written questions. Neither submitted a quotation revision. The Contracting Officer provided the responses from the Phase 2 Quoters to the Technical Evaluation Committee ("TEC" or Committee) for consideration.

Revised Technical Evaluation

The TEC met on July 12th to determine what impact, if any, the information provided in the answers to questions ("Phase 2 responses") had on the initial (Phase 1) technical evaluation. This report details the TEC's evaluation of the information contained in the Phase 2 responses.

The TEC evaluated the two (2) quotations based on the technical evaluation criteria contained in the RFQ. As established in the Technical Evaluation Plan, the TEC evaluated each quotation based on the technical evaluation criteria contained in the RFQ, as amended, and restated below:

- 1) **Technical Solution** – CFTC will evaluate the Quoter's understanding of the Performance Work Statement (PWS) as evidenced by the proposed technical solution. CFTC will consider the Quoter's proposed solution and the likelihood that it will meet or exceed all requirements in Attachment A, Mandatory Requirements Matrix. CFTC will evaluate the Quoter's proposed implementation plan and the likelihood of successful performance by 30 calendar days after the kickoff meeting. CFTC will evaluate the Quoter's proposed Data Quality Procedures. The Quoter's proposed Data Quality Procedures shall address, at a minimum, the four bullets listed under PWS, Section 5, Data Quality Procedures (PWS, pages 3 and 4). License terms, maintenance terms, or End User License Agreement(s) (collectively, "terms of service") shall be acceptable to the CFTC. In the event a Quoter submits terms of service, CFTC will review and may negotiate those terms and conditions to ensure compliance with standard Federal regulations including FAR 52.212-4 (DEC 2022).
- 2) **Corporate Experience and Past Performance** – The CFTC will evaluate the Quoter's history of successfully performing projects similar in scope, magnitude, and complexity to this project to the extent to which it demonstrates a likelihood of successful performance under the contract. The evaluation will be based on information provided in the quotation, references if contacted, Past Performance Assessments, information provided in response to any clarification questions, information provided by discussions and/or quotation revisions, if any, and any other information available to the Government (e.g., CPARS, firsthand knowledge of performance, etc.).

Source Selection Information - See FAR [2.101](#) and [3.104](#)

In accordance with Part III - Section 3.5 of the RFQ, the TEC considered the following two (2) technical evaluation criteria: 1) Technical Solution and 2) Corporate Experience and Past Performance. Per the RFQ, criterion 1) Technical Solution was more important than criterion 2) Corporate Experience and Past Performance.

As established in the Technical Evaluation Plan, the TEC assigned strengths and weaknesses for the technical evaluation criteria. The strengths and weaknesses were considered by the TEC in determining the adjectival ratings for each criterion. The TEC referred to the relative importance of the criteria when determining the overall adjectival rating for the quotation. The adjectival ratings and their associated definitions are stated in the Technical Evaluation Plan.

The following table details the quotations and the adjectival ratings assigned by the TEC for each technical evaluation criterion, as well as the overall Phase 2 technical evaluation ratings.

Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
(b)(4)	(b)(5)		
ICE			

(b)(5)

The following narratives are the Phase 2 findings of the TEC. A section titled “Change Summary” precedes the discussion of the strengths and weaknesses for each criterion. The “Change Summary” section summarizes what impact, if any, there was on the evaluation resulting from the information contained in the Phase 2 responses. The strengths and weaknesses that the TEC considered in determining the ratings for the technical quotations are summarized in the following pages, which are organized by Quoter.

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Quoter: ^{(b)(4)} _____

Criterion 1 – Technical Solution	Rating: ^{(b)(5)} _____
---	--

(b)(5)

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: (b)(5)
--	-----------------------

(b)(5)

Source Selection Information - See FAR [2.101](#) and [3.104](#)

(b)(5)

(b)(5)

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Quoter: ICE

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}	_____
---	----------------------------------	-------

(b)(5)

Source Selection Information - See FAR 2.101 and 3.104

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: (b)(5)	
--	-----------------------	--

(b)(5)

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Concurrence

ANTHONY CARR Digitally signed by ANTHONY CARR
Date: 2023.07.24 15:30:14 -05'00'

Anthony Carr
Division of Data
Chairperson, Technical Evaluation Committee

Date

**BRANDON
WEBB** Digitally signed by BRANDON
WEBB
Date: 2023.07.13 15:45:30
-05'00'

Brandon Webb
Division of Clearing and Risk
Voting Member, Technical Evaluation Committee

Date

**OLUSOLA
ONABAJO** Digitally signed by OLUSOLA
ONABAJO
Date: 2023.07.13 22:19:14 -04'00'

Olusola Onabajo
Division of Data
Voting Member, Technical Evaluation Committee

Date

DETERMINATION OF PHASE 2 COMPETITORS

RFQ 9523ZY-23-Q-0022

Market Data Services for Global Risk System

I. BACKGROUND

The purpose of the subject procurement is to award one contract to provide the Commodity Futures Trading Commission (“CFTC” or “the Commission”) with a market data pricing feed composed of the Exchanges in the Request For Quotations (RFQ), Attachment B List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software, as described in the Performance Work Statement (PWS).

On May 2, 2023, the CFTC posted RFQ 9523ZY-23-Q-0022 to www.SAM.gov as a combined synopsis/solicitation for commercial items. Amendment 0001 was posted on May 18, 2023, which extended the date for submission of quotations. Amendment 0002 was posted on May 26, 2023, which provided answers to questions received in response to the solicitation. Amendment 0003 was posted on June 2, 2023, which extended the date for submission of quotations and incorporated changes to the RFQ. Five quotations were received by the due date for receipt of quotations, June 5, 2023, at 10:00 A.M. local (Washington, DC) time.

The vendors that submitted quotations are identified below:

(b)(4)

ICE Data Pricing and Reference Data, LLC (“ICE”)

(b)(4)

II. TECHNICAL EVALUATION

The Technical Evaluation Plan for this procurement was signed by the Technical Evaluation Committee (TEC) and the Contracting Officer on June 13, 2023.

According to Part III – Section 3.5 of the RFQ, the TEC considered the following technical evaluation criteria applicable to this solicitation and reflected below are in descending order of importance:

1. Technical Solution
2. Corporate Experience and Past Performance

Pursuant to the terms of the RFQ, the TEC considered the information provided in the technical volumes as well as information provided by the Contracting Officer, such as the past performance assessments and CPARS reports, when formulating its consensus evaluation. The

Phase 1 Technical Evaluation Report was signed by the TEC and provided to the Contracting Officer on July 6, 2023.

The TEC consensus rankings and evaluation ratings (overall and for each criterion) of the quotations are shown in the following table:

Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
1. (b)(4)	(b)(5)		
2. ICE			
3. (b)(4)			
4.			
4.			

The complete rationale for these rankings is contained in the Phase 1 Technical Evaluation Report.

III. PRICE EVALUATION

The RFQ required Quoters to provide a firm-fixed price for all requirements outlined in the RFQ.

For price evaluation purposes, the Contracting Officer reviewed the proposed FFP amounts for all CLINs in determining whether the total price was reasonable. Per the RFQ, “The evaluated price will be the sum of the proposed FFP amount for all CLINs (i.e., CLINs X0001, X0002, and 00003).”

Table 1 on the following page illustrates the 5-year evaluated prices for the quotations received. Following the table is a section labeled “Pricing Notes,” which identifies issues that Quoters would need to address if they were to remain under consideration for award.

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TABLE 1

(b)(4)	ICE	(b)(4)			
Base Year	(b)(4)				
Option Year 1					
Option Year 2					
Option Year 3					
Option Year 4					
TOTAL	(b)(4)	\$1,000,995.07	(b)(4)		

(b)(5)

In performing price analysis, the Contracting Officer compared the proposed prices from the five quotations received in response to the solicitation. The proposed pricing is listed above from left to right, lowest to highest. The Contracting Officer deemed there to be adequate price competition because there were five responsible offerors, competing independently, all of which submitted pricing to satisfy the Government’s requirement listed in the RFQ. Because of the evaluation of the proposed pricing pursuant to FAR 15.403-1(c)(1), the Contracting Officer believes that the total prices in the final quotation revisions will be reasonable for the contract.

The Contracting Officer will determine whether the total prices of the final quotation revisions are reasonable pursuant to the requirements of FAR 15.404-1.

IV. DETERMINATION

After consulting with the TEC, the Contracting Officer concludes that the following Quoters should remain under consideration for award:

(b)(4)

ICE

These firms will be invited to participate in written discussions. The rationale for this determination is discussed below.

(b)(5)

(b)(5)

(b)(5)

(b)(5)

(b)(5)

(b)(5)

Summary

As discussed earlier in this document, the Contracting Officer does not believe a determination of best value can be made at this time, and that it would be in the Commission's best interests for the firms still under consideration for award ((b)(4) and ICE) to be given an opportunity to address technical weaknesses and submit more competitive pricing, as appropriate. In the Phase 2 notifications, the Contracting Officer will include questions that address the weak points of the

respective quotations, as well as other issues that need to be addressed (e.g., proposed license agreement terms). These Quoters will be able to submit responses to the questions provided in addition to final quotation revisions for evaluation by the cutoff date and time for submission set by the Contracting Officer. It is anticipated that the final quotation revisions will enable the Contracting Officer to make a best value determination. Information gleaned from the responses to questions, as well as the evaluation of the final quotation revisions will be used in determining the contract awardee.

Pursuant to FAR 9.405-1(b)(2), the Contracting Officer has reviewed the System for Award Management (SAM) Exclusions and determined that none of the two Phase 2 Quoters are currently debarred, suspended, or proposed for debarment. Immediately prior to award, the Contracting Officer will again review SAM Exclusions to ensure that no award is made to a listed contractor. Also, prior to awarding the contemplated contract, the Contracting Officer will complete a determination of responsibility for the awardee.

Since (b)(4) were not competitive for award, and there are two Quoters still under consideration for award, the Contracting Officer will notify (b)(4) that they have been removed from further consideration for award of the contract.

CHRISTIN Digitally signed by
CHRISTINE HAN

E HAN Date: 2023.07.07
09:36:42 -04'00'

7/7/23

Christine J. Han
Contracting Officer

Date

PHASE 1 TECHNICAL EVALUATION REPORT

“Market Data Services for Global Risk System”

Request for Quotation (RFQ) Number 9523ZY-23-Q-0022



July 6, 2023

Background

The Commodity Futures Trading Commission (“CFTC” or “Commission”) is seeking contractor support to provide a market data pricing feed composed of the Exchanges in the Request for Quotes (“RFQ”), Attachment B – List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software. The contractor shall meet all of the requirements as listed in the RFQ, Attachment A – Mandatory Requirements Matrix. The contractor shall provide all associated implementation, documentation, and software maintenance and technical support. The contractor shall provide technical support during the CFTC’s regular business hours (Monday to Friday, 7:00 am - 6:00 pm Eastern Time (ET)), as part of the contractor’s annual maintenance agreement. The contractor shall ensure that the data feed will maintain compatibility with the Commission’s commercial off-the-shelf software releases, such as Windows and SQL Server.

On May 2, 2023, the Commission posted RFQ 9523ZY23Q0022 to www.SAM.gov as a combined synopsis/solicitation for commercial items. Amendment 0001 was posted on May 18, 2023, which extended the date for submission of quotations. Amendment 0002 was posted on May 26, 2023, which provided answers to questions received in response to the solicitation. Amendment 0003 was posted on June 2, 2023, which extended the date for submission of quotations and incorporated changes to the RFQ. Five quotations were received by the due date for receipt of quotations, June 5, 2023, at 10:00 A.M. local (Washington, DC) time.

CFTC intends to award one contract to the Quoter whose quotation, conforming to the RFQ, represents the best value to the Government.

Technical Evaluation

The Technical Evaluation Committee (“TEC” or “Committee”) evaluated the five (5) quotations received based on the technical evaluation criteria contained in the RFQ. The Contracting Officer provided the technical volumes of the quotations to the TEC in addition to the completed past performance assessments. Pursuant to the terms of the RFQ, the Contracting Officer also provided the TEC with any available relevant Contractor Performance Assessment Rating System (CPARS) information.

As established in the Technical Evaluation Plan, the TEC evaluated each quotation based on the technical evaluation criteria contained in the RFQ, as amended, and restated below:

- 1) **Technical Solution** – CFTC will evaluate the Quoter’s understanding of the Performance Work Statement (PWS) as evidenced by the proposed technical solution. CFTC will consider the Quoter’s proposed solution and the likelihood that it will meet or exceed all requirements in Attachment A, Mandatory Requirements Matrix. CFTC will evaluate the Quoter’s proposed implementation plan and the likelihood of successful performance by 30 calendar days after the kickoff meeting. CFTC will evaluate the Quoter’s proposed Data Quality Procedures. The Quoter’s proposed Data Quality Procedures shall address, at a minimum, the four bullets listed under PWS, Section 5, Data Quality Procedures (PWS, pages 3 and 4). License terms, maintenance terms, or End User License Agreement(s) (collectively, “terms of service”) shall be acceptable to the CFTC. In the event a Quoter submits terms of service, CFTC will review

Source Selection Information - See FAR [2.101](#) and [3.104](#)

and may negotiate those terms and conditions to ensure compliance with standard Federal regulations including FAR 52.212-4 (DEC 2022).

- 2) **Corporate Experience and Past Performance** – The CFTC will evaluate the Quoter’s history of successfully performing projects similar in scope, magnitude, and complexity to this project to the extent to which it demonstrates a likelihood of successful performance under the contract. The evaluation will be based on information provided in the quotation, references if contacted, Past Performance Assessments, information provided in response to any clarification questions, information provided by discussions and/or quotation revisions, if any, and any other information available to the Government (e.g., CPARS, firsthand knowledge of performance, etc.).

In accordance with Part III - Section 3.5 of the RFQ, the TEC considered the following two (2) technical evaluation criteria: 1) Technical Solution and 2) Corporate Experience and Past Performance. Per the RFQ, criterion 1) Technical Solution was more important than criterion 2) Corporate Experience and Past Performance.

As established in the Technical Evaluation Plan, the TEC assigned strengths and weaknesses for the technical evaluation criteria. The strengths and weaknesses were considered by the TEC in determining the adjectival ratings for each criterion. The TEC referred to the relative importance of the criteria when determining the overall adjectival rating for the quotation. The adjectival ratings and their associated definitions, as stated in the Technical Evaluation Plan, are listed below.

Adjectival Rating

Definition

Excellent

There are no concerns perceived with the offeror successfully performing the contract. Furthermore, the offeror appears capable of exceeding the requirements of the contract.

Good

There are very few concerns perceived with the offeror successfully performing the contract. Furthermore, the offeror appears capable of meeting or exceeding the requirements of the contract.

Adequate

There are some concerns perceived with the offeror successfully performing the contract. Furthermore, the offeror may have some problems during contract performance, but appears to be capable of meeting the requirements of the contract.

Poor

There are significant concerns perceived with the offeror successfully performing the contract. Furthermore, the offeror appears unlikely to meet the requirements of the contract.

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Neutral¹

The offeror has no record of relevant past performance, or information on past performance is not available. The quotation receives no merit or demerit for past performance.

The overall technical rankings of the quotations are as follows based upon the TEC’s evaluation of the technical merits of each quotation:

- 1) (b)(4)
- 2) ICE Data Pricing and Reference Data, LLC (“ICE”)
- 3) (b)(4)
- 4)
- 5)

The following table details the quotations and the adjectival ratings assigned by the TEC for each technical evaluation criterion, as well as the overall technical evaluation ratings.

Quoter	Technical Solution	Corporate Experience and Past Performance	Overall Rating
(b)(4) ICE	(b)(5)		
(b)(4)			

The following narratives are the findings of the TEC. The strengths and weaknesses that the TEC considered in determining the ratings for the technical quotations are summarized in the following pages, which are organized by Quoter.

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¹ Only applicable to the “past performance” component of Criterion 2.

Quoter: ^{(b)(4)}

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}
---	----------------------------------

(b)(5)

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: (b)(5)	
--	-----------------------	--

(b)(5)

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Quoter: ^{(b)(4)}

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}
---	----------------------------------

(b)(5)

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: ^{(b)(5)}	
--	----------------------------------	--

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Quoter: ^{(b)(4)}	
----------------------------------	--

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}
---	----------------------------------

(b)(5)

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: ^{(b)(5)}	
--	----------------------------------	--

(b)(5)

Quoter: ICE

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}	_____
---	----------------------------------	-------

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: ^{(b)(5)} _____
--	--

(b)(5)

Source Selection Information - See FAR 2.101 and 3.104

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Quoter: ^{(b)(4)}

Criterion 1 – Technical Solution	Rating: ^{(b)(5)}
---	----------------------------------

(b)(5)

Criterion 2 – Corporate Experience and Past Performance	Rating: <u>(b)(5)</u>
--	------------------------------

(b)(5)

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Source Selection Information - See FAR 2.101 and 3.104

Concurrence

ANTHONY CARR Digitally signed by ANTHONY CARR
Date: 2023.07.06 11:04:28 -05'00'

Anthony Carr
Division of Data
Chairperson, Technical Evaluation Committee

Date

**BRANDON
WEBB** Digitally signed by
BRANDON WEBB
Date: 2023.07.06 11:26:46
-05'00'

Brandon Webb
Division of Clearing and Risk
Voting Member, Technical Evaluation Committee

Date

**OLUSOLA
ONABAJO** Digitally signed by
OLUSOLA ONABAJO
Date: 2023.07.06 12:11:52
-04'00'

Olusola Onabajo
Division of Data
Voting Member, Technical Evaluation Committee

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PROCC230060		PAGE OF 1 28	
2. CONTRACT NO. 9523ZY23C0023		3. AWARD/ EFFECTIVE DATE 08/26/2023	4. ORDER NUMBER		5. SOLICITATION NUMBER 9523ZY23C0022		6. SOLICITATION ISSUE DATE 05/19/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTINE HAN		b. TELEPHONE NUMBER (No collect calls) 202-418-6046		8. OFFER DUE DATE/LOCAL TIME 06/05/2023 10:00 AM ET	
9. ISSUED BY Commodity Futures Trading Comm Three Lafayette Center 1155 21st Street NW Washington DC 20581			CODE CFTC-BOB	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> % 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:523210 SIZE STANDARD \$47.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12. DISCOUNT TERMS PROMPT NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 703)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO POC: Shola Onabajo, conabajo@cftc.gov Commodity Futures Trading Comm Three Lafayette Center 1155 21st Street NW Washington DC 20581			CODE	16. ADMINISTERED BY Commodity Futures Trading Comm Three Lafayette Center 1155 21st Street NW Washington DC 20581			
				CODE CFTC-BOB			
17a. CONTRACTOR/ OFFEROR		CODE VBC4QBAZC0J5	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE CFTC NATL ACCIG	
POC: (b)(6) ICE DATA PRICING REFERENCE DATA LLC 5660 NEW NORTHSTAR DR FL 3 ATLANTA GA 303285800				U.S. DOT - MMAC See 'Electronic Invoicing and Payment Requirements - Market Data' clause for invoice instruction			
TELEPHONE NO.							
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	*Market Data Services for Global Risk System See Continuation Pages. Accounting Info: CF23140000.2023.700100000.4060202000.26065.610000 00.000000000.000000000.000000000.000000000 Period of Performance: 08/26/2023 to 08/25/2024 Base: Market Data Pricing Feed Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						119,954.88
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$180,154.88	
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.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				ARE		<input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 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: <input type="checkbox"/> 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 (b)(6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) CHRISTINE HAN Digitally signed by CHRISTINE HAN Date: 2023.08.08 15:47:21 +0800			
30c. DATE SIGNED Aug 8, 2023				31b. NAME OF CONTRACTING OFFICER (Type or print) CHRISTINE HAN		31c. DATE SIGNED 8/8/23	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Obligated Amount: (b)(4)				
00002	Base: Market Exchange Fees Obligated Amount:(b)(4)				61,200.00
10001	Option 1: Market Data Pricing Feed Amount: (b)(4) (Option Line Item) 08/26/2024				0.00
10002	Option 1: Market Exchange Fees Amount: (b)(4) (Option Line Item) 08/26/2024				0.00
20001	Option 2: Market Data Pricing Feed Amount: (b)(4) (Option Line Item) 08/26/2025				0.00
20002	Option 2: Market Exchange Fees Amount: (b)(4) (Option Line Item) 08/26/2025				0.00
30001	Option 3: Market Data Pricing Feed Amount: (b)(4) (Option Line Item) Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT 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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

NAME OF OFFEROR OR CONTRACTOR
ICE DATA PRICING REFERENCE DATA LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	08/26/2026				
30002	Option 3: Market Exchange Fees Amount: (b)(4) (Option Line Item) 08/26/2026				0.00
40001	Option 4: Market Data Pricing Feed Amount: (b)(4) (Option Line Item) 08/26/2027				0.00
40002	Option 4: Market Exchange Fees Amount: (b)(4) (Option Line Item) 08/26/2027				0.00

The total amount of award: \$1,000,995.00. The obligation for this award is shown in box 26.

PART I
STATEMENT OF WORK (SOW)
MARKET DATA SERVICES FOR GLOBAL RISK SYSTEM

1. Background

The Commodity Futures Trading Commission (CFTC) is a federal government agency with offices located in Washington, DC, Chicago, IL, New York, NY and Kansas City, MO. The CFTC's mission is to promote the integrity, resilience, and vibrancy of the U.S. derivatives markets through sound regulation.

The CFTC's Division of Clearing and Risk (DCR) oversees derivatives clearing organizations (DCOs) and other market participants in the clearing process, including futures commission merchants (FCMs), swap dealers, major swap participants and large traders. DCR monitors the clearing of futures, options on futures, and swaps by DCOs, assesses DCO compliance with Commission regulations, and conducts risk assessments and financial surveillance. DCR also makes recommendations on DCO applications and eligibility, rule submissions, and which types of swaps should be cleared.

The Division of Data (DoD) provides an integrated data and technology strategy to support the effective oversight of the highly electronic futures, options, and swaps marketplaces. DoD works in support of all of the Divisions and Offices of the Commission to ensure that they have what they need in terms of data to meet their goals.

In partnership with DoD, DCR successfully deployed Global Risk's Firm Risk software as a Production environment in May of 2016. The Firm Risk software provides DCR with insight into the risk related to futures portfolios of FCMs and other market participants. Positions of market participants are ingested into the Firm Risk software and compared against market pricing to provide a top day view into the current value of the portfolios. To accurately assess the portfolio value against market fluctuations, the Firm Risk software requires market data pricing throughout the business day.

The CFTC's Firm Risk software uses real-time market data for intraday risk analysis and provides alerts on futures and options positions under the regulatory purview of the CFTC. As market data is sent to the Firm Risk software, the client application updates and displays the valuation, risk, and intraday profit/loss for all firm and client positions that have been loaded. This allows the CFTC to continuously monitor the systemic risks posed by intermediaries including clearinghouses, clearing firms, futures, commission merchants, and large traders.

The Firm Risk software sends a series of data requests for the required market instruments to the data vendor over a dedicated VPN. The data requests are currently implemented to establish a refresh rate between 2 and 3 minutes during morning, afternoon, and overnight sessions for all required instruments.

This Statement of Work (SOW) details the services required to provide this market data on a real time or near real time basis, as noted in Attachment A – Mandatory Requirements Matrix.

2. General Scope

CFTC requires contractor support to provide a market data pricing feed composed of the Exchanges in Attachment B – List of Exchanges and any necessary services to make this data available to the CFTC for use within the Commission’s Firm Risk software. The contractor shall meet all of the requirements as listed in Attachment A – Mandatory Requirements Matrix. The contractor shall provide all associated documentation, and software maintenance and technical support.

The contractor shall provide technical support during the CFTC’s regular business hours (Monday to Friday, 7:00 am - 6:00 pm Eastern Time (ET)), as part of the contractor’s annual maintenance agreement. The contractor shall ensure that the data feed will maintain compatibility with the Commission’s commercial off-the-shelf software releases, such as Windows and SQL Server.

3. Maintenance Support

The contractor shall provide annual maintenance support for any software and connectivity required for the data transmission. The maintenance support shall include, but is not limited to, bug fixes and software updates as well as telephone support during CFTC regular business hours for issue remediation.

4. Documentation Requirements

The required contractor submitted documents are listed below. The associated due dates for the following deliverables are listed in the SOW, Part I - Section 9. Deliverables table.

- **Data Quality Procedures** – The contractor shall provide data quality procedures that include, at a minimum:
 - How the contractor will inform the customer (e.g., the agency) that an outage has occurred. An outage is something that prevents live market data from being transmitted by the contractor or any exchange listed in Attachment B;
 - How the contractor informs the customer (e.g., the agency) when market data from any source exchange is potentially inaccurate, incomplete, or missing;
 - How the contractor identifies potential issues (i.e., inaccurate, incomplete, or missing data) with market data from any exchange listed in Attachment B; and
 - How the contractor escalates and resolves issues (i.e., inaccurate, incomplete, or missing market data) from any exchange listed in Attachment B.
- **Operations and Maintenance Procedures** – The operations and maintenance procedures shall include the information required to support and maintain the market data pricing feed after the deployment of the market data pricing feed in the CFTC production environment.

5. Integration – Application Programming Interface (API)

The contractor shall provide a fully documented Application Programming Interface (API) using a non-proprietary communication language that exposes all essential functions and works with Microsoft technologies.

6. Support Requirement

The contractor shall provide all required implementation, documentation, and user training for up to five (5) CFTC IT Administrators, and software maintenance and technical support for the life of the contract.

7. Security

The contractor shall certify that the system is fully functional and operates correctly as intended on systems using the United States Government Configuration Baseline (USGCB) for Windows 10 Enterprise.

The CFTC reserves the right to test all delivered information technology to verify the contractor's certification required above. In the event that the market data pricing feed implementation does not meet the requirements in Attachment A, the contractor shall correct the defect at no cost to the Government.

The contractor shall comply with other government standards including, but not limited to, those listed in Section 8 of this SOW.

8. CFTC IT Systems and Support Services Contract Requirements – Market Data

General

All contractors and contractor personnel shall be subject to the same Federal laws, regulations, standards and CFTC policies as CFTC, and CFTC personnel, regarding information and information systems security. Contractors must follow policies and procedures outlined in CFTC IT Security Program to ensure appropriate security controls are in place.

Access to CFTC Information and CFTC Information Systems

A contractor shall request logical (technical) and/or physical access to CFTC information and CFTC information systems for employees, subcontractors, and affiliates only to the extent necessary: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) individuals must satisfy the same conditions, requirements and restrictions comparable to CFTC employees in order to access the same type of CFTC information.

All contractors and subcontractors working with CFTC information are subject to the same investigative requirements as those of regular CFTC appointees or employees who have access

to the same types of information. Contractors are responsible for screening their employees. Furthermore, contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry safeguards the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. Defense Security Service (DSS) administers the NISP on behalf of the Department of Defense and 23 other federal agencies within the Executive Branch. CFTC will verify clearance through DSS.

CFTC Information Custodial Requirements

Information made available to the contractor by CFTC for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the Contracting Officer.

CFTC information will not be co-mingled with any other data on the contractor's/ subcontractor's information systems/media storage systems in order to ensure CFTC requirements related to data protection and media sanitization can be met. CFTC also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization or disposal procedures to ensure they are in compliance with CFTC policy requirements.

Prior to termination or completion of this contract, the contractor will not destroy information received from CFTC or gathered or created by the contractor in the course of performing this contract without prior written approval by the CFTC Contracting Officer. Any data destruction done on behalf of CFTC by a contractor must be done in accordance with National Archives and Records Administration (NARA) requirements.

The contractor will receive, gather, store, back-up, maintain, use, disclose and dispose of CFTC information only in compliance with the terms of the contract and applicable Federal and CFTC information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or CFTC information confidentiality and security laws, regulations and policies become applicable to the CFTC information or information systems after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in the contract.

Contractors collecting, storing, or disseminating personally identifiable information (PII) data must conform to all pertinent regulations, laws, and CFTC directives related to privacy.

The contractor shall not make copies of CFTC information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state.

If CFTC determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for CFTC to terminate the contract for default or terminate for cause under Federal Acquisition Regulation (“FAR”) part 12.

The contractor will store, transport or transmit CFTC sensitive information in an encrypted form, using a CFTC-approved encryption application that meets the requirements of NIST’s FIPS 140-2 standard.

To the extent that CFTC information is not made available to ICE for the performance or administration of this contract, this section does not apply.

Information System Design and Development

Information systems that are designed or developed for or on behalf of CFTC at non-CFTC facilities shall comply with all CFTC policies developed in accordance with Federal Information Security Modernization Act (FISMA), NIST, and related CFTC security and privacy control requirements for Federal information systems. This includes information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization.

The security controls must be designed, developed, approved by CFTC, and implemented in accordance with the provisions of CFTC security system development life cycle as outlined in NIST Special Publication 800-37.

The contractor agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - i. The systems of records; and
 - ii. The design, development, or operation work that the contractor is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,
- (3) Include this Privacy Act clause, including this subparagraph in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

To the extent that ICE does not design or develop any information systems for the CFTC, this section does not apply.

Information System Hosting, Operation, Maintenance or Use

For information systems that are hosted, operated, maintained, or used on behalf of CFTC at non-CFTC facilities, contractors are fully responsible and accountable for ensuring compliance with all Privacy Act, FISMA, NIST, FIPS, and CFTC security and privacy directives and handbooks. The contractor security control procedures must be identical, not equivalent, to those procedures used to secure CFTC systems. A privacy impact assessment (PIA) must also be provided to the COR and approved by the CFTC Privacy Office prior to operational approval. All external Internet connections involving CFTC information must be reviewed and approved by CFTC prior to implementation.

Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the CFTC Privacy Office, must be in place, tested, and approved by CFTC prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of CFTC. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the contractor's systems in accordance with NIST Special Publication 800-37 and privacy impact assessment of the contractor's systems prior to operation of the systems. Government-owned (government facility/government equipment) contractor operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to CFTC networks.

The contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the CFTC Contracting Officer and the Information Security Officer (ISO) for entry into CFTC's Plan of Action and Milestone (POA&M) management process. The contractor will use CFTC's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the Government. Contractor procedures will be subject to periodic, unannounced assessments by CFTC officials. The physical security aspects associated with contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the CFTC Privacy Office through the COR for approval.

All electronic storage media used on non-CFTC leased or owned IT equipment that is used to store, process, or access CFTC sensitive information must have all CFTC sensitive information removed, cleared, sanitized, or destroyed in accordance with CFTC policies and procedures upon: (1) completion or termination of the contract or (2) disposal or return of the IT equipment by the contractor or any person acting on behalf of the contractor, whichever is earlier.

To the extent that ICE does not design or develop any information systems for the CFTC, this section does not apply.

Security Incident Investigation

The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to CFTC assets, or sensitive information, or an action that breaches CFTC security procedures. The contractor shall immediately notify the COR and simultaneously, the designated ISO/Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in systems(s) to which the contractor has access.

To the extent known by the contractor, the contractor’s notice to CFTC will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the CFTC information/assets were placed at risk or compromised), and any other information that the contractor considers relevant. To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose CFTC information was accessed or disclosed in a security incident.

If ICE becomes aware of any actual or suspected unauthorized access to its networks or infrastructures, hardcopy documents or physical equipment, containing or relevant to CFTC’s confidential information (referred to herein as an “Incident”), ICE will take appropriate reasonable actions to contain and mitigate the Incident. In the event ICE deems it reasonable and appropriate to notify the CFTC, ICE shall provide such notification to the CFTC if applicable (subject to any delay requested by an appropriate law enforcement agency), to enable the CFTC to expeditiously implement its response program.

Security Controls Compliance Testing

On a periodic basis, CFTC reserves the right to request the SOC 2 report be submitted by ICE, which provides a review of ICE’s information security policies, processes, controls and data centers.

Training

All contractor employees and subcontractor employees requiring access to CFTC information and CFTC information systems shall complete the following before being granted access to CFTC networks:

- (1) Sign and acknowledge understanding of and responsibilities for compliance with the CFTC Rules of Behavior relating to access to CFTC information and information systems;
- (2) Successfully complete CFTC Cyber Security Awareness Training (CSAT) and annual refresher training as required;
- (3) Successfully complete CFTC General Privacy training and annual refresher training as required; and

- (4) Successfully complete any additional cyber security or privacy training, as required for CFTC personnel with equivalent information system access – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirement.

The contractor shall provide to the Contracting Officer a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

To the extent that ICE is not required access to CFTC information and/or information systems as part of this contract, this section does not apply.

9. Deliverables

The contractor shall produce the following deliverables detailed in SOW, Section 4 Documentation Requirements. The contractor shall prepare deliverables using Microsoft Office Suite 2019, or compatible formats, as approved by the COR. The COR will review all deliverables and provide comments and/or approvals/disapprovals in a timely manner. The CFTC requires a review period of at least five business days in order to accept deliverables. The CFTC may request bi-weekly interim reviews of deliverables to ensure deliverables are on schedule to meet the intended need. All uses of “days” in the following table refer to business days.

Deliverables	Due Date
Data Quality Procedures	Submitted with the quotation
Operations and Maintenance Procedures	Within 30 days of contract award

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**PART II
ADDITIONAL TERMS AND CONDITIONS**

1. CONTRACT PRICING – FIRM FIXED PRICE CONTRACT

This is a firm-fixed price contract. The total firm-fixed-price is \$181,154.88.

2. DESCRIPTION OF SUPPLIES/SERVICES

CLIN/Description	QTY	UNIT	UNIT PRICE	TOTAL	FUNDED AMOUNT
Base Period					
00001: Market Data Pricing Feed	(b)(4)			\$119,954.88	\$119,954.88
00002: Market Exchange Fees				\$61,200.00	\$61,200.00
Total – Base Period				\$181,154.88	\$181,154.88
Option Period 1					
10001: Market Data Pricing Feed	(b)(4)			\$125,952.60	GOV USE
10002: Market Exchange Fees				\$64,260.00	GOV USE
Total – Option 1				\$190,212.60	GOV USE
Option Period 2					
20001: Market Data Pricing Feed	(b)(4)			\$132,250.20	GOV USE
20002: Market Exchange Fees				\$67,473.00	GOV USE
Total – Option 2				\$199,723.20	GOV USE
Option Period 3					
30001: Market Data Pricing Feed	(b)(4)			\$138,862.80	GOV USE
30002: Market Exchange Fees				\$70,846.68	GOV USE
Total – Option 3				\$209,709.48	GOV USE
Option Period 4					
40001: Market Data Pricing Feed	(b)(4)			\$145,805.88	GOV USE
40002: Market Exchange Fees				\$74,388.96	GOV USE
Total – Option 4				\$220,194.84	GOV USE
Total Contract Value				\$1,000,995.00	GOV USE

3. PERIOD OF PERFORMANCE

The base period of performance for CLINs 00001 and 00002 of this contract is August 26, 2023 through August 25, 2024.

4. OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

The period of performance of the Options, if exercised, are as follows:

Option Period 1: 08/26/2024 through 08/25/2025.

Option Period 2: 08/26/2025 through 08/25/2026.

Option Period 3: 08/26/2026 through 08/25/2027.

Option Period 4: 08/26/2027 through 08/25/2028.

5. CONTRACTING OFFICER

For the purpose of this contract, the Contracting Officer is:

Christine Han
Commodity Futures Trading Commission
Business Operations Branch
1155 21st Street, NW
Washington, DC 20581
Phone: (202) 418-6046
E-Mail: chan@cftc.gov

6. CONTRACTING OFFICER'S REPRESENTATIVE

For the purpose of this contract the Contracting Officer's Representative shall be:

Shola Onabajo
Commodity Futures Trading Commission
Division of Data
1155 21st Street, NW
Washington, DC 20581

Phone: (202) 418-5287

E-Mail: oonabajo@cftc.gov

The Contracting Officer may also designate an Alternate COR contract. The Alternate COR, if designated, will be authorized to perform the COR responsibilities described in this contract in instances where the COR is not available.

7. TECHNICAL DIRECTION AND SURVEILLANCE

(a) Performance of work under this contract shall be subject to the surveillance and written technical direction of the COR. The term “technical direction” is defined to include:

(1) Directions to the contractor that provide clarification of the requirements described in the Statement of Work.

(2) Inspection and acceptance of deliverables completed by the contractor under this contract.

(b) The COR does not have authority to, and may not, issue any technical direction which:

(1) Assigns additional work outside the scope of work for the contract;

(2) Constitutes a change as defined in the contract clause(s) that address “changes”;

(3) In any manner causes an increase or decrease in the contract price or the time required for performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor’s right to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed in this clause and within his/her authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR would increase or decrease the cost of the contract or result in work outside the scope of this contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing that:

(1) The technical direction is rescinded in its entirety;

(2) The technical direction is within the scope of the contract, does not constitute a change as defined in the contract clause(s) that address “changes” and that the contractor should continue with the performance of the technical direction.

(d) A failure of the contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the “Disputes” clause of the contract.

(e) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR whom the Contracting Officer shall appoint shall be at the contractor’s risk.

8. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – Market Data

The requirements of the Prompt Payment Act, P.L. 97-177, as reflected in the clauses incorporated into the contract (e.g., FAR clauses 52.232-25, Prompt Payment, and 52.212-4, Contract Terms and Conditions--Commercial Products and Commercial Services) apply to this contract.

Payment requests (i.e., invoices) shall be submitted electronically through the Delphi eInvoicing system via [Login.gov](https://login.gov) as follows: for CLINs X0001 and X0002, the invoice shall be submitted on a monthly basis, in arrears, for processing and payment. (For foreign contractors see Note at end of clause.) The CFTC’s Delphi eInvoicing system is managed by the Department of Transportation’s Enterprise Services Center (ESC).

Invoices shall include sufficient detail to identify the contract CLIN(s) for which the request for payment is being made. The contractor shall also complete the “Period of Performance Begin” and “Period of Performance End” fields when submitting an invoice through the eInvoicing system, corresponding to the period of performance of the submitted invoice.

Upon contract award, the contractor shall provide an invoicing point of contact to the Contracting Officer as follows:

- First and Last Name
- Email Address (not a centralized email address)
- Phone Number

The contractor shall notify the Contracting Officer of changes to the above information within ten (10) days after the change.

The contractor shall access the eInvoicing System using the following link:

<https://einvoice.esc.gov/>

If the contractor requires assistance with the eInvoicing system, they may contact the ESC help desk:

ESC Help Desk for the Delphi eInvoicing System

- Business Hours: 8:00am to 7:00pm
- 1-866-641-3500

In the event a refund is due the government, the contractor shall remit payment via the secured electronic government collections system, www.pay.gov.

Note: All requirements in this clause for submitting invoices through the Delphi eInvoicing system (i.e. “iSupplier”) apply only to domestic contractors. Foreign contractors shall only submit invoices via email to 9-amc-amz-cftc@faa.gov. For purposes of this clause, “foreign contractor” means a contractor organized or existing under the laws of a country other than the United States. All other requirements in this clause apply to both domestic and foreign contractors.

9. PLACE OF PERFORMANCE

CFTC anticipates that the work under this contract will be performed at the Government’s facilities in Washington, DC.

10. LIABILITY – Market Data

The contractor shall be responsible for all liabilities which result from willful misconduct and gross negligence on the part of any of its officers and employees. Such liability is not restricted by any dollar limitations.

11. GOVERNMENT RIGHTS IN SOFTWARE AND DATA

The Government shall have unrestricted rights in all computer software, documentation, and other data developed and created by the Contractor under this contract specifically for CFTC, as described in FAR Clause 52.227-14, Rights in Data – General (May 2014), which is incorporated herein by reference. The referenced clause is not applicable to the market data that is to be provided to CFTC through the data feed.

12. PRIVACY ACT COMPLIANCE – Market Data

The contractor and contractor personnel shall store, use, maintain, share and dispose of personally identifying information it receives under this contract in accordance with the Privacy Act of 1974 (5 USC § 552a) and its implementing Federal regulations.

To the extent that ICE is not provided personally identifying information as part of this contract, this section is not applicable.

13. COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES

(a) “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” set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The following terms apply–

(1) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), Subscription Agreement, governing terms or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;

(2) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between the commercial supplier and the CFTC for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including, but not limited to, all contracts, task orders, and delivery orders under FAR Part 12).

(ii) *End user.* This agreement shall bind the CFTC as end user but shall not operate to bind a CFTC employee or person acting on behalf of the CFTC in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language purporting to subject the CFTC 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.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) 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.

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

(v) *Disputes.* This contract is subject 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 at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(vi) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the CFTC only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vii) *Updating terms.*

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms if they are not material. A material change is defined as:

(I) Terms that change CFTC rights or obligations;

(II) Terms that increase CFTC prices;

(III) Terms that decrease overall level of service; or

(IV) Terms that limit any other CFTC right addressed elsewhere in this contract.

(B) 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.

(C) Any agreement 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 CFTC, and the CFTC shall not be deemed to have consented to them.

(viii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized CFTC representative.

(ix) *Indemnification and Unauthorized Obligations.*

(A) When any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to directly or indirectly indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability or similar that would or reasonably could create an Anti-Deficiency Act violation (31 U.S.C. 1341), any such language, provision, or clause is unenforceable against the Government, and will be treated as if those terms were deleted and do not otherwise exist.

(B) 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 CFTC and/or 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.

(x) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the CFTC. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying CFTC contract or order.

(B) This charge, if disputed by the CFTC, will be resolved in accordance with subparagraph (v) (Disputes); no payment obligation shall arise on the part of the CFTC until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the CFTC.

(D) Any contractor requesting a right to audit CFTC's end user compliance must provide CFTC 30 days prior written notice before being permitted to conduct any on-site audit.

(xi) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the CFTC as end user will be governed by the terms of the underlying CFTC 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 CFTC contract.

(xii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the CFTC's prior approval, except as expressly permitted under the clause at FAR 52.212-4, Contract Terms and Conditions-Commercial Items, which is incorporated herein by reference.

Confidential information. If this agreement includes a confidentiality clause, such clause is hereby removed. Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act.

**14. INFORMATION SECURITY – CITIZENSHIP / GREEN CARD
REQUIREMENT – Market Data**

All employees of the contractor and those of any subcontractor who will handle CFTC data, including operating and managing information systems containing CFTC data, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card, USCIS I-551 (“Green Card”), authorizing them to live and work in the US on a permanent basis. Any requests for exceptions must be made to the Contracting Officer and approved by CFTC’s Chief Information Security Officer.

To the extent that ICE does not handle CFTC data as part of this contract, this section is not applicable.

15. INSPECTION AND ACCEPTANCE

Inspection and acceptance of items delivered or services performed under this order shall be performed by the Contracting Officer’s Representative identified under Part II, Additional Terms and Conditions, of this contract.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(a) The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined in FAR Subpart 9.5 as a situation in which the nature of work under a Government contract and a contractor’s organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The contractor’s objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action(s) that the contractor has taken or intends to take to mitigate, eliminate, or neutralize the conflict.

(c) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor under this contract. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to mitigate, eliminate, or neutralize organizational conflicts of interest.

(d) The Contracting Officer has determined, however, that the nature of the work to be performed under this contract may give rise to potential perceived or actual organizational conflicts of interest in future CFTC contracts. Accordingly, the contractor and CFTC have agreed to the following conditions:

1. The contractor shall not be required to develop specifications or statements of work that are to be incorporated into any CFTC solicitation; and
2. The contractor shall not be provided any Government cost estimates, source-selection information, or third-party proprietary technical or cost data.

(c) Additionally, the contractor understands that for any related follow-on contract, it may be required to provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the quoter has a possible organizational conflict of interest with respect to:

1. Being able to render impartial and objective assistance or advice; or
2. Being given an unfair competitive advantage. The quoter may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such actual or perceived organizational conflict.

The contractor understands that no award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer, or unless a waiver has been granted.

17. PRIVACY OR SECURITY SAFEGUARDS – Market Data

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

18. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following FAR clauses are incorporated by reference (by Citation Number, Title, and Date), with the same force and effect as if given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of clauses incorporated by reference may be accessed electronically at this Internet address: <http://www.acquisition.gov/far>

Clause Number	Title	Date
52.203-3	Gratuities	Apr 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	June 2020
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011

52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	Dec 2022
52.227-14	Rights in Data – General	May 2014

19. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__X_ (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L 117-328)

__X_ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

___ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (11) [Reserved].

___ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

___ (ii) Alternate I (Mar 2020) of 52.219-3.

___ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Mar 2020) of 52.219-4.

___ (14) [Reserved]

___ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

___ (ii) Alternate I (Mar 2020).

___ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (18) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Jun 2020) of 52.219-9.

___ (19) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (20) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C.637(a)(14)).

___ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

___ (23) (i) 52.219-28, Post Award Small Business Program Rrepresentation (Mar 2023) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

- (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35.
- (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (37) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

 (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

 (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).

 (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

 (ii) Alternate I (Jan 2017) of 52.224-3.

 (49) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

 (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (May 2014) of 52.225-3.

 (iii) Alternate II (May 2014) of 52.225-3.

 (iv) Alternate III (May 2014) of 52.225-3.

 (51) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 (52) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

 (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (56) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

 (57) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

 (58) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

 X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

 (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

 (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

 (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

 (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

 (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328)

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

20. LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION
Attachment A	Mandatory Requirements Matrix
Attachment B	List of Exchanges
Attachment C	ICE Data Quality Procedures
Attachment D	Master Service Agreement (MSA)
Attachment E	Schedule 6

Note: In the event of a conflict between the terms and conditions of this contract with those of an attachment(s), the terms and conditions of this contract shall control.

(End of Part II)

ATTACHMENT A
Mandatory Requirements Matrix

The following table lists the mandatory system requirements. Please complete the column titled Meets Requirement with either a Y (yes) or N (no) if the proposed solution meets the stated system requirement. Note that this Matrix describes the mandatory requirements which all must be met for the quotation to be considered for award. A response of N to any of the items below will result in removal of the proposal from consideration.

Note that altering the Matrix to include additional information outside of the Y or N response for each item is **not acceptable**. Only the response Y or N to each of the items in the Matrix will be considered.

ID No.	Requirement	Meets Requirement?
1.	Required data elements <ul style="list-style-type: none"> • Contract • Date • Time • Settle • Last • Bid • Ask • Low • High • Previous • Volume • Open Interest • Symbol *Must meet ALL elements to mark "Yes"	Y
2.	The solution shall provide a connection between CFTC and the contractor shall be via virtual private network ("VPN") or internet protocol ("IP") through an API, as described in PWS - Section 6, that is currently designed and implemented with the Firm Risk software.	Y
3.	The data refresh rate shall not exceed five minute intervals. Faster refresh rates are preferred, but this is the minimum requirement.	Y
4.	Level 1 market data from the Exchanges in Attachment B List of Exchanges are required to be provided through the market data pricing feed.	Y

5.	The data is required to be provided for each Exchange in Attachment B for all market sessions including morning, afternoon, and overnight.	Y
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(End of Attachment A)

ATTACHMENT B
List of Exchanges

Market data from the following Exchanges is required:

Exchange Initials	Exchange Name
CBT	CHICAGO BOARD OF TRADE
CME	CHICAGO MERCANTILE EXCHANGE
COMEX	COMMODITY EXCHANGE INC.
DME	DUBAI MERCANTILE EXCHANGE
IFEU	ICE FUTURES EUROPE
IFLL	ICE FUTURES EUROPE - FINANCIAL PRODUCTS DIVISION
IFLO	ICE FUTURES EUROPE - EQUITY PRODUCTS DIVISION
IFLX	ICE FUTURES EUROPE - AGRICULTURAL PRODUCTS DIVISION
IFUS	ICE FUTURES U.S.
MGE	MINNEAPOLIS GRAIN EXCHANGE
NDEX	ICE ENDEX FUTURES
NYMEX	NEW YORK MERCANTILE EXCHANGE
XCBF	CBOE FUTURES EXCHANGE

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ATTACHMENT C ICE Data Quality Procedures

1. How the contractor will inform the customer (e.g., the agency) that an outage has occurred. An outage is something that prevents live market data from being transmitted by the contractor or any exchange listed in Attachment B:

Through our Client Services and SysOps team ICE Data Services maintain 24x7 coverage to triage, respond and repair any outages. Each incident will be classified and has a corresponding workflow in order to reduce impact and duration. Support is primarily available through our email driven case management system. In the event of emergencies customers should call our global support centers and speak directly with a support engineer or regional manager for escalation as required. For escalations, customers can also reach out to their assigned account manager. Notifications are the primary method used to communicate planned changes, emergency maintenance or service disruptions. Notifications cover but are not limited to:

- Service alerts;
- Changes and updates to the service;
- Maintenance notifications; and
- Enhancements to the service.

Notifications are published via email and are distributed to the email addresses that have been registered by customers to receive these notifications.

2. How the contractor informs the customer (e.g., the agency) when market data from any source exchange is potentially inaccurate, incomplete, or missing:

Same process as number 1 above.

3. How the contractor identifies potential issues (i.e., inaccurate, incomplete, or missing data) with market data from any exchange listed in Attachment B:

ICE Data Services Consolidated Feed has multiple data quality mechanisms to ensure data within the product is fit-to-purpose. Some of the most important include the following dimensions:

Real-Time Content - monitoring tools are in place to detect source-specific issues with the real-time pricing content, both in terms of update rates and data quality. A specific example of update rates is that the monitoring tools will alert if updates are not received for an exchange within a time window. A specific example of data quality is detection and remediation of L2 crossed orderbooks.

Reference Content - a suite of daily reference data scans are performed to ensure completeness and timeliness of reference data for new listings, instrument changes, and delistings. Reports are actioned by a 24x5.5 reference data team. The team also monitor and respond to any customer data challenges as they arise.

Change Control - as exchanges modify content within their vendor feeds, the Consolidated Feed Ticker Plant evolves to accommodate these changes. The Consolidated Feed QA Team employs a large suite of regression tests for any of these changes, ensuring consistent high quality through implementation of the changes.

4. How the contractor escalates and resolves issues (i.e., inaccurate, incomplete, or missing market data) from any exchange listed in Attachment B.

Once ICE Data Services becomes aware of a production impacting event and the event has been verified, notification will be sent to customers via email. ICE will send email notifications to a list of contacts supplied by the customer and has severity specific communication standards for each severity level. All incidents and bugs are categorized on a scale of Severity 1 to 5. Our SysOps team perform an analysis to determine the impact and urgency of a particular issue which informs the priority and severity. Criteria include the application criticality, population of users affected, service impact (including resiliency options). The team continually review the categorization, and take input from our client services and account management teams to ensure that client impact is suitably represented. Each level of Severity has a workflow and alerting mechanism to ensure awareness and timely resolution.

Details can be found in ICE Data Services Support Overview Guide.pdf Section 1.4.

1.4 INCIDENT SEVERITY & RELATED COMMUNICATIONS

The table below defines incident severity levels and ideal contact methods for each severity type.

Once ICE Data Services becomes aware of a production impacting event and the event has been verified, notification will be sent to customers via email. ICE Data Services will send email notifications to the list of contacts supplied by the customer. Customers are responsible for ensuring that their contact information in our notifications database is appropriately maintained. During Severity 1 & Severity 2 incidents we remain committed to providing timely updates on a regular basis until the issue is resolved.

A failure to meet the response times shall in no event constitute a breach of any agreement between ICE Data Services and the client. Please note that ICE Data Services cannot commit to specific resolution times for future incidents since the nature of any such future incident is impossible to predict.

1.4.1 INCIDENT SEVERITY DESCRIPTIONS

Severity Level	Definition	Contact Method for Customers
SEV 1: Business Critical Failures	An error or failure which materially impacts the primary function of the business, prevents all useful work from being done or which disables major functions from being performed; would include but not be limited to: Severe data quality issue (missing or incomplete data, incorrect or untimely data), outage or slowdown (caused by hardware, software or network failures).	A phone call followed by an email to support
SEV 2: Business Defect with a Work-around	An error or failure which materially impacts service performance, but which does not prevent all useful work from being done or does not disable major functions from being performed and can be temporarily be fixed with a work around	An email followed by a phone call to support
SEV 3: Non-Severity Non-material Error	Errors or non-conformity to specifications that do not materially impact service performance	An email to support

1.4.2 INCIDENT SEVERITY ACKNOWLEDGEMENT AND RESPONSE

Severity Level	Telephone	Email: Acknowledgement and Assignment	Update Frequency
SEV 1	Issue logged promptly following telephone call	60 Minutes	Updates every 60 minutes or as otherwise agreed with customer.
SEV 2	Issue logged promptly following telephone call	60 Minutes	Updates every 4 hours or as otherwise agreed with customer.
SEV 3	Issue logged promptly following telephone call	60 Minutes	Updates daily or as otherwise agreed with customer.

*Above response times are for primary hours only (6:00 PM EST Sunday through 7:00 PM EST Friday). Outside of these hours all severity incidents must be reported via telephone

1.4.3 RESOLUTION

As the resolution to a service incident or interruptions may vary, ICE Data Services cannot place a guarantee on recovery times. During the incident, commercially reasonable efforts will be used towards recovery, until severity and/or priority has changed.

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MASTER SERVICES AGREEMENT

Cover Sheet

Date: September ____, 2014

Vendor		Licensee	
INTERACTIVE DATA CORPORATION		COMMODITY FUTURES TRADING COMMISSION	
Address for Notices:	32 Crosby Drive Bedford, MA 01730 Attn: Legal Department	Address for Legal Notices:	1155 21st Street, NW Washington DC 20581 Attn:
Facsimile:	1.781.687.8005	Facsimile:	
		Address for Invoices:	1155 21st Street, NW Washington DC 20581 Attn:
		Email for Legal Notices Pursuant to Section 14(b) ¹ :	
		Email address to notify Vendor of Change of Service Delivery Address ² :	

1) **Agreement Construction:**


- a) This Master Services Agreement Cover Sheet, along with the General Terms and Conditions of Service attached hereto as Exhibit I and incorporated herein (collectively, the "Agreement") is entered into between Vendor and Licensee as of the date set forth above. Certain types of Data and Services provided by Vendor and/or its Affiliates have different requirements that govern such Data and Services (e.g., real-time data, hosted solutions, etc.). In the event Licensee elects to receive such Services, Licensee shall be subject to the relevant Specific Terms and Conditions. In the event of any inconsistency between the terms of this Agreement and any other instrument entered into pursuant to this Agreement, then the order of interpretation shall be as follows: (1) Schedules; (2) Addenda to Specific Terms and Conditions; (3) Specific Terms and Conditions; and (4) Master Services Agreement Cover Sheet/General Terms and Conditions.
- b) Vendor or its Affiliates may provide Licensee or its Affiliates with certain Services, for consideration, as described in the Schedules executed from time to time pursuant to this Agreement. Each Schedule shall constitute a separate agreement between the parties executing such Schedule and each such Schedule shall be subject to all of the terms and conditions of this Agreement.
- c) For purposes of any document entered into by an Affiliate of Vendor or Licensee in connection herewith, the terms "Vendor" and "Licensee" as used throughout this Agreement shall mean the Affiliates of Vendor and Licensee, respectively, that have entered into the relevant document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INTERACTIVE DATA CORPORATION

COMMODITY FUTURES TRADING COMMISSION

By: _____
Print _____
Title _____

By: 
Print Name: Nicholas Graham
Title: Contracting Officer

¹ Interactive Data recommends establishing a Vendor-specific mailbox for receipt of notices, in lieu of identifying a named individual (e.g., ideanotices@xyzco.com).

² Licensee must advise Vendor of any change in the location to which any Service is delivered, as this may affect sales taxation.

EXHIBIT I

GENERAL TERMS AND CONDITIONS OF SERVICE

1) Definitions. As used in this Agreement, the terms set forth below shall have the meanings ascribed to them below.

"Advisers Act" means the Investment Advisers Act of 1940, as amended.

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with another entity, where "control" means ownership of more than 50% of the voting stock or other equity interests of an entity, or the right to direct the management of such entity.

"Backwards Compatible Change" means a non-material change to the Services, including, but not limited to, the addition to the Services of new information, messages and/or fields using the existing formats of the Services and/or additional or enhanced Data being made available via the Services.

"Change of Control" means, with respect to any entity: (i) a transfer to a single entity or group of related entities (whether in a single transaction or a series of transactions) of more than fifty percent (50%) of the stock, assets, or other equity interests in an entity, by merger or otherwise; or (ii) a transfer of the right to direct the management of such entity.

"Commencement Date" the sooner of (i) the date any component of the Services first become available to Licensee under a Schedule, or (ii) one hundred twenty (120) days from the Effective Date.

"Confidential Information" means: (i) any business or technical information of Vendor or Licensee, including, but not limited to, product plans, designs, costs, product prices, customer lists, lists of prospects, finances, marketing plans, business opportunities, personnel, research, development, trade secrets, know-how or other intellectual property; and (ii) the terms of this Agreement. The existence of this Agreement shall not constitute Confidential Information.

"Data" means the information and data contained in the Services.

"Derived Data" means data created by Licensee, in connection with Licensee's use of the Data as permitted under the terms of any applicable Order Schedule, as a result of combining, processing, changing, converting or calculating the Data or any portion thereof with other data where the resultant data (i) does not bear resemblance to the underlying Data, and (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third-party may access the Data via the Derived Data.

"Effective Date" means the date on which a Schedule commences.

"Evaluations" shall mean Vendor's good faith opinions of value as to what the holder would receive in an orderly transaction for the securities (typically in an institutional round lot position) under current market conditions. Evaluations are determined based on Vendor's proprietary models and methodologies, using inputs such as trades, bids, cash flows, loan performance data and other relevant market, sector, issue, issuer and credit information then available to Vendor (including market information communicated to Vendor by its clients), market assumptions and broker quotes. Evaluations may not conform to actual purchase or sale prices in the marketplace or to information available from third parties. Valuations based on different information, models, methodologies or assumptions may differ, in some cases materially, from Vendor's evaluations. Evaluations are sometimes referred to as "prices" solely for convenience of reference. Evaluations do not represent an offer to

purchase or sell any security, commodity interest, or any other instrument. Evaluations are not based on, or tailored to, any individuals particular commodity interest or cash market positions or other circumstances or characteristics of a particular client.

"Force Majeure" means any delay by reason or circumstances beyond either party's control, including, but not limited to, acts of civil or military authority, national emergencies, third party labor difficulties, fire, flood or other catastrophe, acts of God, terrorism, insurrection, war, riots, failure of transportation or power supply, communications outage, Internet outage, cyber attack, or performance (or lack thereof) of third parties.

"Intellectual Property Rights" means patents, inventions, utility models, petty patents, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world at the date of the Agreement or Schedule or in the future.

"Non-Backwards Compatible Change" means a material change to the Services.

"Outsourcing" shall mean the practice whereby Licensee or anyone acting by, through, or on behalf of Licensee provides certain infrastructure and/or operational processes, including, without limitation, software systems or platforms, to a third party in lieu of such third party providing such infrastructure or processes itself.

"Schedule" means any schedule or order form, however it may be titled, executed by Vendor or its Affiliate on the one hand, and Licensee or its Affiliate on the other hand, which sets forth the business terms, as well as any additional terms and conditions governing a particular Service.

"Services" means the services provided by Vendor or its Affiliates to Licensee or its Affiliates as identified in the Schedules, which may include, but are not limited to, Data, hardware, software, Data access, selected or bulk delivery of Data, hosted solutions, contract programming, consulting, technical assistance and support services.

"Territory" means the U.S., unless otherwise specified in a Schedule.

"Test Data" means sample data, information or software.

"Third Party Supplier" means any third party from time to time providing Data, content, information, hardware, software, connectivity or other services to Vendor and/or its Affiliates, including, but not limited to, stock exchanges, commodity exchanges, news providers, software developers, co-location facilities, data centers and telecommunications providers.

"Vendor Indemnitees" means Vendor, its Affiliates, and their respective Third Party Suppliers, officers, directors, employees, agents and representatives.

2) License.

a) Vendor hereby grants Licensee a limited, non-exclusive, non-transferable license to use Services as set forth in the applicable Schedule, solely within the Territory. Unless otherwise set forth in the Schedule, Licensee may use the Services solely for its internal use

in, the department/business unit identified in the Schedule, in conjunction with the specific application/business use identified in the Schedule. Licensee acknowledges that certain Services and/or Data may be provided on Vendor's behalf by an Affiliate of Vendor. Except as otherwise set forth in a Schedule, Licensee is expressly prohibited from using the Data to create or assist in the creation of any index. Vendor reserves the right to add, delete or modify all or any portion of the Services at any time.

b) Unless otherwise expressly set forth in a Schedule, Licensee shall not:

- i) provide the Data to, or use the data on behalf of, any Affiliate of Licensee;
- ii) provide any Data to any third party for use in any litigation, arbitration, mediation or similar purpose;
- iii) use the Data to provide Outsourcing services to any third party;
- iv) provide the Data to a third party performing services for Licensee on an outsourced basis, without the prior written approval from Vendor or the applicable Affiliate of Vendor in each case, which approval may be subject to additional terms and conditions and additional fees; or
- v) redistribute all or any portion of the Services (redistributors are required to execute a Redistribution Addendum).

c) The manner of Licensee's use and display of the Services shall, in each case, be subject to the written approval of Vendor prior to the initial display thereof and with respect to any material revisions or enhancements thereof. If the nature of Licensee's service materially changes, including if the service merges or is combined with or linked to another service or product, Licensee shall provide Vendor with at least ninety (90) days' prior written notice and Vendor shall have the right to terminate the applicable Schedule or to prohibit distribution of the Services via such modified product or service.

d) Licensee shall maintain adequate security precautions, consistent with then-current industry standards, to avoid all unauthorized access to or distribution of the Services, including, among other things, the use of a secure server and protective firewalls and passwords userids.

e) Any rights not expressly granted herein or in a Schedule are reserved by Vendor.

3) Fees.

a) All fees set forth on the Schedules shall be due and payable within thirty (30) days of receipt of Vendor's invoice therefor, without set off. Unless otherwise set forth in a Schedule, fees shall begin to accrue as of the Commencement Date. Without limiting any other rights or remedies of Vendor hereunder, in the event Licensee fails to fulfill its payment obligations, Vendor reserves the right to suspend the Services without further notice.

b) Notwithstanding any other provision of this Agreement, Vendor reserves the right to pass through to Licensee any Third Party Supplier change in cost, provided that Vendor shall use commercially reasonable efforts to give Licensee as much advanced written notice of such change in cost as is reasonably practicable. In the event a Third Party Supplier of Data increases its fees, Licensee may terminate the applicable Data with as much notice as is reasonably practicable.

In addition to the fees, if applicable, Licensee shall pay all applicable taxes, relating to the Services provided hereunder, exclusive of taxes based on Vendor's net income, provided that any and all such taxes

shall be paid to the Vendor and not to state or local governments or other third parties. Failure by Licensee to fulfill its payment obligations when due shall constitute a material breach hereunder.

4) Term and Termination.

a) This Agreement shall commence as of the date written above and shall continue in effect thereafter for as long as any Schedule entered into pursuant to this Agreement remains in effect.

b) Each Schedule shall remain in effect for the initial term only unless renewed by agreement of the parties.

c) Either party may terminate this Agreement or a Schedule with immediate effect in the event of a material breach by the other party which remains uncured for a period of thirty (30) days after receipt of notice of default (fifteen (15) days for payment defaults).

d) Either party may terminate this Agreement immediately in the event that the other party makes any assignment for the benefit of creditors, files a petition under the bankruptcy laws of any jurisdiction, is the subject of an involuntary petition under the bankruptcy laws of any jurisdiction which has not been dismissed within sixty (60) days after filing, has appointed a trustee or receiver for its property or business, is adjudicated bankrupt or insolvent or admits in writing its inability to pay debts as they become due or its balance sheet insolvency. If Vendor has the right to terminate under this Section 5(d), Vendor may suspend any or all of the Services without prejudice to any further right or remedy Vendor may have.

e) Upon termination of a Schedule or of Licensee's license to use the Services, Licensee will cease all use of the Services and promptly delete or destroy all copies it may have of the Data and any software or security keys Licensee may have received from Vendor, except to the extent Licensee is required to retain portions of the Data for regulatory compliance purposes. Upon Vendor's request, Licensee shall produce written certification that the Data and software have been purged from Licensee's computer systems, and that all copies or portions thereof, along with any security keys, have been destroyed.

5) NO WARRANTIES; LIMITATION OF LIABILITY.

a) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS AND/OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE OR NON-INFRINGEMENT, AS TO THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE, AND AS TO THE PERFORMANCE THEREOF. NEITHER VENDOR, ITS AFFILIATES NOR THEIR RESPECTIVE THIRD PARTY SUPPLIERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF.

b) VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, MALFUNCTIONS OR DELAYS IN THE SERVICES. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE OF THE SERVICES IS AT LICENSEE'S OWN RISK. FURTHER, VENDOR, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSEE BY THIRD

PARTIES, EXCEPT IN CONNECTION WITH VENDOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL VENDOR, ITS AFFILIATES OR THEIR THIRD PARTY SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

d) WITHOUT LIMITING THE PROVISIONS OF SECTION 5(a)-(c) ABOVE, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF VENDOR, ITS AFFILIATES, OR THEIR RESPECTIVE THIRD PARTY SUPPLIERS IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE MONTHLY RECURRING FEES PAID BY LICENSEE UNDER THE APPLICABLE SCHEDULE FOR THE SERVICE IN QUESTION FOR THE MOST RECENT MONTH PRIOR TO THE TIME SUCH LIABILITY AROSE, EXCLUDING ONE-TIME FEES, THIRD PARTY SUPPLIER FEES, THIRD PARTY HARDWARE PURCHASE FEES AND TAXES.

e) LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED TO SUPPLY FINANCIAL, ACCOUNTING, TAX, COMMODITY TRADING, OR LEGAL ADVICE, OR ADVICE REGARDING THE FUTURE VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, COMMODITY INTEREST, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES, AND ANY DECISIONS MADE IN RELIANCE UPON THE SERVICES, ARE MADE AT LICENSEE'S OWN RISK.

f) ANY STATED LIMITATIONS ON LIABILITY SET FORTH HEREIN, IN THE RELEVANT SPECIFIC TERMS AND CONDITIONS OR IN ANY ADDENDUM, SCHEDULE OR OTHER INSTRUMENT, SHALL NOT RELIEVE VENDOR FROM ANY RESPONSIBILITY OR LIABILITY VENDOR MAY HAVE UNDER STATE OR FEDERAL STATUTES.

6) Vendor Indemnification

a) Licensee acknowledges that: (i) portions of the Data, information and other components of the Services are provided to Vendor by the Third Party Suppliers; and (ii) all Intellectual Property Rights in the Services are the property of Vendor, its Affiliates, the Third Party Suppliers or other third party licensors, and nothing contained herein shall be construed so as to transfer any such rights to Licensee.

b) If any action is instituted against Licensee alleging that the Services (other than any portion of the Services covered in Section 7(d)), or a portion thereof, infringe upon a United States patent, copyright or trademark of a third party, Vendor will indemnify Licensee from and against such claim and will pay all costs and damages attributed to such claim; provided that:

- (i) Vendor, at its option, shall have sole authority to defend or settle such claim;
- (ii) Licensee promptly notifies Vendor of such action and gives Vendor all information and assistance (at Vendor's expense) necessary to defend or settle such claim;

- (iii) such claim does not arise out of the unauthorized use or modification of the Services, the combination of all or part of the Service with data, products or technology not supplied by Vendor or use of a version of the Services other than the most recent version; and
- (iv) any costs for which Licensee seeks indemnification were incurred with Vendor's prior written authorization.

c) If such claim has occurred, or in Vendor's opinion is likely to occur, Vendor may, at its election and expense, either obtain for Licensee the right to continue using the Services at issue, or replace or modify the same so they become non-infringing; provided, that, if none of the foregoing alternatives are reasonably practicable, as determined by Vendor in its sole discretion, Licensee shall discontinue use of the affected Services (which may be removed by Vendor at its option) and receive a prorated refund of any prepaid fees for such Services.

d) Notwithstanding anything set forth in Section 7(b), to the extent any portion of the allegedly infringing Services is obtained from a Third Party Supplier, Vendor's indemnification obligations under this Section 7 shall be: (i) contingent upon Vendor receiving indemnity from the relevant Third Party Supplier; and (ii) limited by the amount Vendor recovers from the relevant Third Party Supplier in proportion to other claims (actual or potential) arising out of the alleged infringement.

e) This Section 7 sets forth the entire warranty by Vendor and the exclusive remedy of Licensee against Vendor for patent, copyright or other proprietary right infringement.

7) Confidential Information

a) Each party shall preserve the Confidential Information of (or pertaining to) the other party and will not disclose any Confidential Information to any third party without the prior written consent of the other party, except if required by law, rule, regulation, regulatory request or judicial order, provided that, unless prohibited by applicable law, the party disclosing Confidential Information under such circumstances shall give the other party reasonable notice and a reasonable opportunity to protect its interests in the Confidential Information prior to making such disclosure.

b) Neither party shall be liable for the disclosure of any Confidential Information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by a party prior to its receipt from the other; (iii) is independently developed by a party without use of any Confidential Information provided by the other; or (iv) becomes known to a party from a source other than the other party without breach of the first party's obligations under this Agreement. Licensee agrees that Vendor's disclosure to Third Party Suppliers of (x) the existence of this Agreement and/or (y) the terms and conditions governing the availability of the Data to Licensee and/or its clients, as applicable, shall not constitute a breach of the confidentiality provisions of this Agreement to the extent such disclosures are made by Vendor to satisfy Vendor's obligations under its agreements with such Third Party Suppliers.

c) Licensee expressly acknowledges that the Services are prepared by Vendor and/or the Third Party Suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. Licensee acknowledges that the Services contain trade secrets and proprietary data and that nothing in this Agreement shall be construed to convey any title or ownership rights in the Services or any portion thereof to Licensee. Licensee shall honor and comply with all reasonable requests to protect the contractual, statutory and common law rights of Vendor and the Third Party Suppliers in the

Services and shall promptly notify Vendor of any potential or actual infringement of such rights.

8) Third Party Suppliers.

a) This Agreement is subject to the requirements and policies of the applicable Third Party Suppliers which may be imposed by such Third Party Suppliers from time to time. Vendor shall provide notification to Licensee of such requirements to the extent it has received such notification from the applicable Third Party Supplier and Licensee agrees to comply with such applicable Third Party Supplier requirement. In the event Licensee does not agree to any such Third Party Supplier requirement change or imposition, Licensee may terminate the Third Party Supplier's Data with as much notice as reasonably practicable. Neither Vendor nor any Affiliates shall bear any responsibility for any fees or other requirements that may be imposed on Licensee by any Third Party Supplier, except as otherwise expressly specified in a Schedule.

b) Licensee acknowledges that (i) access to some Data may be subject to the approval of the Third Party Supplier which provides the Data, and (ii) Vendor may not be able to supply such Data until such approval is granted. Licensee further acknowledges that it may be required to enter into and maintain direct agreements (including the payment of licensing fees) with the Third Party Suppliers for the receipt of certain Data from Vendor. Where any Third Party Supplier requires Licensee to enter into an agreement directly with the Third Party Supplier in respect of the Services or the Data, Licensee shall, upon written request of Vendor, supply a copy of such agreement to Vendor, and Vendor shall not be obligated to provide the Service until it receives the applicable agreement or confirmation from the relevant Third Party Supplier that Licensee is duly licensed. In addition, in the event of any termination of Licensee's agreement with the Third Party Supplier, Licensee shall notify Vendor immediately and Vendor may suspend or terminate access to the relevant Data.

c) Vendor's ability to grant Licensee rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by Vendor from its Third Party Suppliers pertaining to the Services remaining in full force and effect. In the event that certain of Vendor's rights, titles, licenses, permissions or approvals pertaining to the Services from its Third Party Suppliers are altered, cancelled, terminated, rescinded or not renewed, Licensee's rights to use the affected portions of the Services may be subject to change or termination, shall not constitute a breach by Vendor of any of its obligations hereunder or under the applicable Schedule. Further, if a Third Party Provider determines for any reason to alter or discontinue offering or providing the Services or a portion thereof, Vendor may alter or terminate that portion of the Services that relates to such discontinuance, and neither Vendor nor the applicable Third Party Supplier shall have any liability other than for Vendor to make a pro-rata refund to Licensee of any fees that have been prepaid.

d) Vendor may discontinue provision of Data hereunder, without notice, whenever the terms of its agreements with the applicable Third Party Suppliers require such discontinuance. In addition, in the event Vendor's rights, titles, licenses, permissions or approvals pertaining to the Data are cancelled, terminated, rescinded or not renewed, Licensee's and, as applicable, its clients' rights to use the affected portions of the Data shall automatically terminate, which termination shall not constitute a breach by Vendor of any of its obligations hereunder.

e) In addition to the fees payable by Licensee to Vendor as set forth in an applicable Order Schedule, Licensee shall be responsible for the payment of all applicable Third Party Supplier of Data (e.g.

exchanges) fees that are billed either to Vendor or directly to Licensee by the Third Party Suppliers Data that result from Licensee's use of the Services, together with any related administrative costs of Vendor. Vendor shall use reasonable efforts to notify Licensee of such Third Party Supplier change in cost or imposition of new fees with as much notice as reasonably practicable, and Licensee may terminate the applicable Third Party Supplier's Data with as much notice as reasonably practicable.

9) Assignment.

a) No assignment (and, with respect solely to Vendor's affiliate, Interactive Data Pricing and Reference Data LLC, as that term is defined in the Advisers Act) of a party's rights or obligations under this Agreement may be effectuated without the prior written consent of the other party, which shall not be unreasonably withheld, provided that in the event that the proposed assignment is to a competitor or customer of Vendor, Vendor may withhold its consent to assignment in its sole discretion. Notwithstanding the foregoing, Vendor may assign this Agreement and any of its rights hereunder to any Affiliate of Vendor. Any attempt to assign or transfer this Agreement without consent (where required) shall be null and void and constitute a material default hereunder. Subject to the foregoing, this Agreement and all instruments hereunder shall be binding upon the parties hereto and their permitted successors and assigns.

b) Licensee acknowledges and agrees that a transfer by operation of law or otherwise of Licensee's interest in this Agreement and a Change of Control affecting Licensee shall constitute a deemed assignment requiring Vendor's consent.

10) Notices.

a) Unless otherwise notified in writing, and except as otherwise set forth herein, notices required under this Agreement shall be sent to the parties at the notice addresses set forth on the cover sheet to this Agreement. Notices shall be deemed delivered: (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, postage prepaid, return receipt requested; (iii) one (1) business day after dispatch, when sent via a nationally recognized commercial overnight carrier, fees prepaid; or (iv) upon delivery when sent by facsimile transmission confirmed by first class mail.

b) Electronic Notices. Notwithstanding the provisions of Section 14(a), Licensee hereby agrees that all notices, requests for consent, reports, disclosures and other information required to be provided under federal securities laws including, without limitation, delivery of Interactive Data Pricing and Reference Data LLC's brochure as required under the Advisers Act may be delivered by Vendor electronically. Such communication may be delivered to Licensee by any of the following means: (1) by email to an email address provided by Licensee to Vendor; (2) by sending Licensee an email that includes a hyperlink to the address on the Internet where the information is posted, and can be read and printed; and (3) by sending Licensee a notice that directs Licensee to an address on the Internet where the communication is posted and from which it can be read and printed. Such delivery shall be deemed an effective delivery for the purposes of the federal securities laws, including the Advisers Act, whether or not Licensee actually accesses or reviews the communication. Notwithstanding Licensee's consent to electronic delivery, Vendor may elect to deliver communications by other means which shall not affect such consent. Licensee shall notify Vendor of any change to the email address specified for receipt of electronic delivery of documents under this Section 14(b). Licensee may revoke this consent to electronic delivery of communications at any time and receive documents in paper format within reasonable time from receipt of such notice by Vendor.

11) Change in Services.

a) Vendor may from time to time introduce Backwards Compatible Changes to the Services without notice to Licensee.

b) Vendor may introduce Non-Backwards Compatible Changes to the Services upon at least sixty (60) days' prior written notice to Licensee.

c) Vendor has the sole discretion to determine the editorial content of the Services, as applicable, which may be changed by Vendor from time to time. Licensee shall not make any editorial, formatting or other changes in the Services unless expressly authorized in advance in writing by Vendor. Notwithstanding the foregoing, Licensee may, for formatting purposes only, include such codes, tags, instructions and other technical applications as may be necessary or desirable to make the Services compatible with the database structure, search logic, or other formatting arrangement of Licensee's service.

d) To the extent any changes to the Services result from requirements of third Party Suppliers or other third parties, Vendor will use commercially reasonable efforts to provide Licensee with as much notice as is reasonably practicable under the circumstances, based on the notice received by Vendor in such cases.

e) Notices of technical changes and similar matters contemplated herein shall be delivered to Licensee via e-mail. Vendor recommends that Licensee establish a Vendor-specific mailbox for receipt of technical notices (e.g., itcotech@xyzco.com), but in any event, Licensee is responsible for providing Vendor with an active mailbox for delivery of technical notices.

12) Testing of Additional Services. From time to time Licensee may desire to test and evaluate certain additional Services and/or expand the scope of a Service to which Licensee already subscribes (e.g., increasing the frequency of delivery or receiving a new Service). Vendor is willing to provide the Test Data to Licensee at no charge for a limited period of time (in no event to exceed thirty (30) days), in a mutually satisfactory form and frequency, provided that:

a) Licensee will use the Test Data solely for the purpose of evaluating the Test Data and Vendor's Services within Licensee's own organization and not for redistribution to any third party, or for any productive purpose. Vendor may, in its sole discretion, discontinue providing such Test Data at any time without notice.

b) The Test Data, and the results of any test using the Test Data, constitute Proprietary Information hereunder, and the provisions of Sections 1, 4-9, 10 and 15 hereof shall apply to the use of the Test Data. Upon Vendor's request, and in any event after the expiration or termination of the test, Licensee shall cease all use of the Test Data and purge the Test Data and any copies thereof from its computer system. If the Test Data is delivered in a fixed medium, Licensee shall return the Test Data to Vendor or supply a certificate of destruction thereof, upon Vendor's request.

c) In certain instances, it may be necessary for the parties to execute a Test Agreement with additional terms and conditions applicable to the Test Data.

13) Miscellaneous.

a) Entire Agreement. This Agreement, the Specific Terms and Conditions, any addenda thereto, and the Schedules constitute the entire understanding of the parties with respect to the Services and supersede all prior or collateral agreements, or understandings regarding the Services. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby.

b) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with applicable federal law. Any disputes under this Agreement shall be brought in either U.S. District Court for the District of Columbia or the U.S. Court of Federal Claims and the parties hereby consent to the personal jurisdiction and venue of these courts.

c) Partial Invalidity. Wherever possible the provisions of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if prohibited or invalid, such provision shall only be ineffective to the extent required by law, without invalidating (to the extent possible) the intent of or remainder of such provision or other provisions.

d) Headings, Gender and Number. The headings used herein will not affect the interpretation of these terms and conditions. The singular shall include the plural and vice versa, and a reference to one gender shall be deemed to be a reference to any gender.

e) Force Majeure. Neither party, nor the Third Party Suppliers, shall be liable for damages or penalties in the event their performance hereunder is impaired or prevented as a result of events of Force Majeure, provided that if the event of Force Majeure continues for more than three (3) months, either party may cancel any affected Service immediately upon written notice to the other party.

f) Waiver. Failure by any party to exercise any right or remedy under the Agreement will not signify acceptance of the event giving rise to such right or remedy nor will it constitute a waiver of such right or remedy.

g) Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between Licensee and Vendor. Neither party shall have authority to act on behalf of or bind the other party in any way.

h) Compliance with Laws. Each party will comply with all applicable international, national, state/provincial and local laws, regulations, ordinances, and codes, including, but not limited to, the United States Foreign Corrupt Practices Act and any applicable anti-bribery laws, and applicable economic or trade sanctions, export controls and securities laws, now or hereafter in effect.

i) Counterparts. This Agreement may be signed in counterparts, with the same effect as if the signature on each counterpart were upon the same instrument.

j) Attribution. Licensee shall provide Vendor with such attribution as the source of the Data as Vendor may reasonably require from time to time.

k) Survival. The provisions of Sections 1, 3(c), 3(d), 4(c), 5, 6, 8, 10, 12, 14, 17 and Licensee's unsatisfied payment obligations shall survive any termination or expiration of this Agreement and any Schedule.

l) Vendor Not a Commodity Trading Advisor. Neither Vendor nor any of Vendor's Affiliates (i) directs client accounts; or (ii) provides commodity trading advice based on, or tailored to, the commodity interest or cash market positions or other circumstances or characteristics of particular clients.

m) Authorized Charges under this Agreement

All other terms and conditions of this agreement notwithstanding, Licensee shall have no obligation to pay the Vendor for any additional taxes, fees or any other charges except those specifically set forth in a Schedule unless such additional charges are approved in writing by the Licensee's contracting officer. If such additional

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charges are not approved by the contracting officer, and only to the extent that such additional charges are imposed by third parties not controlled by the Vendor, the Vendor may elect to terminate the contract with reasonable advance notice to the Commodity Futures Trading Commission.

n) The provisions set forth in ^{Attachment D} [REDACTED] attached hereto shall be incorporated herein by reference.

**Amendment Number 1 to
Master Services Agreement dated September 2014**

This Amendment No. 1 ("Amendment") dated as of September 25, 2018 (the "Amendment Effective Date") by and between Commodity Futures Trading Commission ("Licensee"), with offices at 1155 21st Street, NW, Washington DC 20581 and ICE Data Services, Inc. (formerly known as Interactive Data Corporation) ("Vendor"), with an office at 32 Crosby Drive, Bedford, MA 01730 amends the Master Services Agreement dated September, 2014 (the "Agreement"). Any capitalized term that is not defined herein shall have the meaning ascribed to it in the Agreement.

WHEREAS, Licensee and Vendor each desire to further amend the Agreement in accordance with the terms set forth in this Amendment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. In Section 1, the definition of "Commencement Date" shall be amended and replaced by the following: "means the date as set forth in the applicable Schedule".
2. The first paragraph of Section 3(b) of the Agreement shall be amended by replacing it with the following:

"As of the date of this Agreement, Licensee states, that to its knowledge, there are no Third Party Supplier fees for the Data that is the subject of the Schedule. In the event a Third Party Supplier attempts to levy a fee for the Data received by Licensee under the Schedule, Vendor will refer the matter to Licensee for resolution outside of the contract. If a service is interrupted because Licensee and the respective Third Party Supplier are unable to reach agreement on the new Third Party Supplier fee for such Data that is either billed directly to Licensee or billed to Vendor, Vendor will not be required to continue furnishing the Data that the Third Party Supplier had been providing unless and until the Licensee and such Third Party Supplier have reached agreement on the new fees."
3. Section 4(b) of the Agreement shall be amended by replacing it with the following: "Each Schedule shall remain in effect for the terms as set forth in the applicable Schedule and the Agreement."
4. Section 4(d) of the Agreement is deleted in its entirety.
5. Section 4 (e) of the Agreement shall be amended by replacing it with the following: "Upon termination of a Schedule or of Licensee's license to use the Services, Licensee will cease all use of the Services and promptly delete or destroy all copies it may have of the Data and any software or security keys Licensee may have received from Vendor, except to the extent Licensee is required to retain portions of the Data for regulatory compliance purposes, court orders, and/or Federal records requirements as required by Federal regulation. Upon Vendor's request, Licensee shall produce written certification that the Data and software have been purged from Licensee's computer systems, and that all copies or portions thereof, along with any security keys, have been destroyed."
6. Section 6(b)(ii) shall be amended by replacing it with the following: "Licensee promptly notifies Vendor of such action and gives Vendor all information and assistance (at Vendor's expense) necessary to defend or settle such claim unless prohibited by Federal law or statute."
7. Section 8(e) of the Agreement is deleted in its entirety.
8. Section 10 of the Agreement is amended with respect to providing notice to the Licensee the following shall apply: "Unless otherwise notified in writing in the Agreement, and except as otherwise set forth herein, notices required under this Agreement shall be sent to Licensee's authorized representative."
9. The last sentence of Section 13(a) is amended by adding the following at the end of the sentence: "and implemented into the Agreement via bilateral modification."



10 Except as amended hereby, all terms and conditions of Agreement that have not been altered or modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Amendment as of the Amendment Effective Date:

Commodity Futures Trading Commission

ICE Data Services, Inc.

Signed: **Jerald Neveleff**
Print Name **Neveleff**
Title: **CONTRACTING OFFICER**

Digitally signed by
Jerald Neveleff
Date: 2018.09.25
16:34:05 -04'00'

(b)(6)
Signed: _____
Print Name _____
Title: _____

25-sep-2018

In accordance with the terms and conditions of the Master Services Agreement (the "Agreement") dated as of September 25, 2014, between **ICE Data Services, Inc. (f/k/a Interactive Data Corporation)** ("ICE") with a place of business at 32 Crosby Drive, Bedford, MA 01730 and **Commodity Futures Trading Commission** ("Licensee") with an office located at 1155 21st Street, NW, Washington DC 20581, this Schedule ("Schedule No. 6") is made and entered into as of August 26, 2023 (the "Effective Date") by and between **ICE Data Pricing Reference Data LLC** ("Vendor") and Licensee. Vendor agrees to provide Services to Licensee as set forth below commencing on the Commencement Date. Capitalized terms used in this Schedule and not otherwise defined in this Schedule shall have the meanings ascribed to them in the Agreement.

1. Services Description:

- (a) **Consolidated Feed:** a consolidated, low latency global datafeed delivers a wide range of financial market data including exchange-based data, contributed data, news, corporate actions, and reference and fundamental data.
- (b) **Data and Information:** Real-time data as outlined in **Appendix A**.
- (c) **Communications and Equipment** as set forth below:

Communications: The Data and Information referenced above shall be delivered to Licensee via Vendor's virtual private network (the "VPN").

Equipment: N/A

- 2. License Grant:** Vendor hereby grants to Licensee a non-exclusive, limited, and non-transferable license to electronically disseminate and display certain information products and services as described herein, via the Approved Product(s) in the Territory (as set forth below in Section 4) pursuant to the terms and conditions set forth herein. For the purposes of this Schedule, Authorized Users may use the Services referenced herein. "Authorized Users" shall mean employees of Licensee that can access any of the Services for their internal business purposes via a password/user ID issued by Licensee.

3. Description of Approved Product/Use of the Services:

For the purposes of this Schedule, "Approved Product" shall mean the Licensee product or application that will be used in connection with the Services.

- (a) **Name of Approved Product(s):** The GlobalRisk trading platform.
- (b) **Narrative Description of Approved Product:** The Approved Product is a third party risk management software platform.
- (c) **Use of the Services:** Licensee will use the Services in connection with evaluating trading risk and exposure. The parties acknowledge and agree that the Services shall be used for internal purposes only.
- (d) Licensee cannot include any Vendor product in any other section(s) of the Approved Product without Vendor's prior written consent.

4. Territory: United States

5. Fees and Charges:

- (a) **Fees (Monthly and One-Time):**

One-Time Fees: N/A

- (ii) Monthly License Fee: (b)(4) per month (includes:
 - (a) up to twenty (25) Authorized Users; and
 - (b) up to 1,200 unique symbols for each 15-second interval snap request of Level 1 Data.

- (iii) VPN Fee: (b)(4) per month (includes up to 20MB of bandwidth)

- (iv) Additional Bandwidth: During the Initial Term, each additional megabyte (“MB”) of bandwidth which exceeds 20MB will be billed at (b)(4) per month per MB. No increase in fees shall be effective unless authorized in writing by Licensee’s contracting officer. However, Licensee acknowledges that if Licensee does NOT so authorize such price increase in writing, Licensee may not use in excess of 20MB of bandwidth until such time as Licensee has provided such written authorization.

- (v) Additional Data and Information: During the Initial Term, each additional market center will be billed at (b)(4) per month per market center. No increase in fees shall be effective unless authorized in writing by Licensee’s contracting officer. However, Licensee acknowledges that if Licensee does NOT so authorize a third party supplier price increase in writing, such Data will be removed from the Services provided hereunder until such time as Licensee has provided such written authorization.

- (vi) Optional Renewal Fees: Upon expiration of the Initial Term, in the event the term of this Schedule No. 6 is renewed, the fees set forth below shall apply to the Services currently referenced herein:

(b)(4)

(b) Payment Terms: Licensee shall pay to Vendor the Monthly Fees as set forth above, every month in accordance with the terms and conditions of this Schedule and Agreement. For the purposes of this Schedule No. 6, the Commencement Date shall be August 26, 2023 as set forth in the Agreement.

(c) Usage Reports: N/A

6. Term/Termination:

(a) **Term:** One (1) year from the Commencement Date (the “Initial Term”).

(b) **Renewal Terms:** Upon expiration of the Initial Term, this term of this Schedule No. 6 shall renew for additional one (1) year periods (each, a “Renewal Term”) only upon written notification by Licensee of its desire to initiate the renewal, at least thirty (30) days’ prior to the end of the then-current term. Upon renewal, Vendor and Licensee agree to the monthly fees per Renewal Term as referenced in the table set forth in Section 5(a) (vi) above and the Agreement for the current subscription level and Services. Any changes to this Schedule No. 6 may incur additional fees.

7. Delivery to Licensee:

(a) Vendor may, at any time, change the manner of its delivery of the Services to Licensee, provided that Vendor

shall use reasonable efforts to give Licensee a period of time to make necessary changes in its system in order to process and transmit the Services, such period not to exceed sixty (60) days after receipt by Licensee of written notice of such change from Vendor.

- (i) In the event of a "Non-backward Compatible Change", Vendor shall give Licensee at least ninety (90) days prior written notice. A "Non-backward Compatible Change" shall be defined as a material or major change, which shall include but is not limited to: changes to technical specifications related to network protocols or application level protocols, feed format, migration to a new feed or data file formats, changes to feed message structures, or changes to the use and interpretation of existing messages, where these changes must be implemented to avoid a loss or degradation of service and a change to the communications infrastructure is required to support an exchange or source feed. This may include any changes that require provisioning of new communication lines, bandwidth or any network devices (e.g., routers).
- (ii) In the event of a "Backwards Compatible Change" (as defined in the Agreement), Vendor shall give Licensee at least fourteen (14) days prior written notice.

Licensee understands and agrees that a change in the manner of delivery of the Service to Licensee may be required by a Third Party Supplier. In such event, Vendor shall notify Licensee of such change as soon as is reasonably practicable under the then-current circumstances. Changes to the manner of delivery due to Third Party Supplier requirements may result in additional fees to Licensee. No increase in fees shall be effective unless authorized in writing by Licensee's contracting officer. However, Licensee acknowledges that if Licensee does NOT so authorize a third party supplier price increase in writing, such Data will be removed from the Services provided hereunder until such time as Licensee has provided such written authorization.

- (b) Vendor shall have the right, but not the obligation, on at least sixty (60) days prior written notice, to change the Vendor Data Specification, provided that any such change shall be made effective generally by Vendor to its customers. "Vendor Data Specification" shall mean the confidential specification for the transmission of the data and information delivered by Vendor hereunder. Licensee agrees and acknowledges that the Vendor Data Specification is Confidential Information and nothing in this Agreement conveys any proprietary rights whatsoever to Licensee with regard to the Vendor Data Specification. The Vendor Data Specification is provided to the Licensee strictly and solely for the purpose of developing internal computer software to receive the Services. Licensee may not use the Vendor Data Specification for any other purpose whatsoever, including, but not limited to, the development of systems for the receipt or transmission of computer data. Licensee may not give, transmit, or provide access to the Vendor Data Specification to any other third party. On any termination of this Schedule No. 6, regardless of cause, Licensee shall promptly return the Vendor Data Specification to Vendor and shall provide a written certification by an officer that no copies have been retained by Licensee.
- (c) Licensee shall use its best efforts (subject to computer failure, maintenance or transmission problems, or other problems outside the reasonable control of Licensee) to incorporate into the Approved Product updates to the existing contents of the Services as soon after such updates are received. Licensee shall update the Services only with updates received from Vendor.

8. Replacement and Supersession:

This Schedule No. 6 replaces and supersedes Schedule No. 5 between the parties which shall expire on August 25, 2023.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Schedule as of the Effective Date.

Commodity Futures Trading Commission

ICE Data Pricing Reference Data LLC

By: CHRISTINE HAN
Digitally signed by
CHRISTINE HAN
Date: 2023.08.08 15:46:01
0400

(b)(6) _____

Print Name: Christine Han

Title: Contracting Officer

