

NATIONAL O.R.E. MANAGEMENT & MARKETING SERVICES

RECEIVERSHIP BASIC ORDERING AGREEMENT (RBOA)

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BASIC ORDERING AGREEMENT NUMBER

Agreement executed on November 13th, 2008 ("Execution Date") and effective as of November 14th, 2008 ("Effective Date") between the FEDERAL DEPOSIT INSURANCE CORPORATION, acting as receiver for various institutions and acting in its corporate capacity ("FDIC"), and C.B. RICHARD ELLIS, INCORPORATED, a corporation organized and existing under the laws of Delaware with its principal place of business at 750 – 9th Street, N.W., Suite 900, Washington, DC 20001 ("Contractor").

WITNESSETH:

The FDIC, as receiver for various institutions (the "Institutions") and in its corporate capacity, desires to retain Contractor, and Contractor desires to perform the services or provide the goods described in this Basic Ordering Agreement ("Agreement") and in any Task Order ("Task Order") issued hereunder, upon the terms and conditions set forth below.

Now, therefore, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the FDIC and Contractor agree as follows:

ARTICLE I. APPOINTMENT AND DUTIES OF CONTRACTOR; TASK ORDERS

1.1 Independent Contractor

The FDIC and Contractor agree to be bound by the terms and conditions of this Agreement when a Task Order is executed for a specific task. The FDIC hereby retains Contractor as an independent contractor for the sole purpose of performing the services or providing the goods described herein and in the Task Orders awarded to Contractor.

1.2 Duties

Contractor hereby agrees to perform such services (the "Services") or provide such goods (the "Goods") on the terms and conditions set forth below, in the particular Task Order, in the Statement of Work (Attachment **[1]** to this Agreement), and in Contractor's Proposal or Amended Proposal, if any (Attachment **[2]** to this Agreement), all of which are incorporated herein by reference. Attachment **[3]**, entitled FDIC General Provisions, is also hereby incorporated into and made a part of this Agreement.

Contractor is required to notify the FDIC Contracting Officer and Oversight Manager in writing of any change in Contractor's physical location for the Place of Performance of this Contract. This includes without limitation any facilities relocation and/or re-construction activity or any other planned event that may impact the continued operation of FDIC-owned network equipment

located on the Contractor's premises. The notification must be made at least thirty days in advance of the planned change or start date for any such activity to allow the FDIC time to take appropriate action.

Contractor must ensure that all connections and access to the FDIC network and systems are removed and no longer active using appropriate security procedures at the time of expiration or termination of this Agreement and any Task Order issued hereunder, whether contractor or subcontractor employees are working on-site or off-site, and notice must be provided to the Oversight Manager upon completion of these requirements. Contractor must also undergo the FDIC pre-exit clearance procedures at the time of separation from this Agreement or any Task Order.

1.3 Task Order

At any time during the Period of Performance (as defined in Article II below), the FDIC Contracting Officer may send to Contractor, and any other Contractors awarded this Agreement, a Request for Task Order Proposal (the "Request") describing the nature of one or more specific tasks, the structure for Contractor's offer and any other information relating to the task. When selecting one of the contractors for a specific task order award, the FDIC will issue a Task Order for services. Before issuing a task order the FDIC will consider a variety of factors including specifics of the portfolio of assets subject to the Task Order, their origin, relationship to other assets, and unique needs, contract pricing, past performance and other factors. The Contractor waives all rights to challenge or protest the selection of a contractor to provide contingency contract services and the FDIC makes no guarantee for services under the agreement except as provided on each task order.

If Contractor wishes to offer its goods or services for the task, it must deliver an offer pursuant to the terms of the Request. Based on the offers received, the FDIC may select one or more contractors to perform these specific tasks. If Contractor is selected, the Task Order must be executed by Contractor and the FDIC Contracting Officer and there will exist a binding obligation between Contractor and the FDIC pursuant to the terms of this Agreement, and the Task Order, regarding the goods or services. The FDIC and Contractor agree that the form of the Task Order, an example of which is set forth as Attachment [4] to this Agreement, may change during the period of performance of this Agreement.

1.4 Standard of Performance

Contractor must at all times act in good faith and in the best interests of the FDIC, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Agreement. Contractor must at all times comply with FDIC policies, procedures and directives, which are incorporated by reference and made part of this contract.

1.5 Calendar Days

Unless specifically provided otherwise in this Agreement, the term "days" used anywhere in this Agreement means calendar days.

1.6 Monthly Report

If subcontracting or joint venturing is approved, Contractor must submit to the Contracting Officer a Subcontractor/Joint Venture/Team Arrangement Activity Report, on a monthly basis, addressing for each subcontractor and/or Joint Venture participant(s), the following:

- a. Name, address, tax identification number and type of business concern [Minority Women Owned Business, Small Disadvantaged Business and applicable Standard Industrial Classification (SIC) Code and corresponding geographic location if applicable] for each subcontractor and/or Joint Venture participants.
- b. Period covered by the Report.
- c. Description of work performed by subcontractor and/or Joint Venture participants during the report period.
- d. Percentage of services planned and actually provided by subcontractor and/or Joint Venture participants during the report period and cumulative to date by SIC code if applicable.
- e. Total compensation paid to subcontractor and/or Joint Venture participants during the report period and cumulative to date.
- f. Percentage completion toward Subcontracting Plan goals and/or Joint Venture commitments.

ARTICLE II. PERIOD OF PERFORMANCE

2.1 Initial Period of Performance

This Agreement has a three (3) year initial period of performance starting on the Effective Date and expiring on November 13th, 2011, (the "Period of Performance") subject to exercise of an option, if applicable, or to earlier termination under the General Provisions of this Agreement.

2.2 Option Period

This Agreement may be extended, at the discretion of the FDIC, for up to three (3) 2-year period(s) (an "Option Period"). Except where specifically indicated otherwise, "Period of Performance" as used hereafter in this Agreement refers both to the initial Period of Performance and to any Option Period which may be exercised.

2.3 Notice of Exercise of Option

If the FDIC desires to exercise the option to extend the Period of Performance, the FDIC must notify Contractor, in writing, of its intent not less than sixty (60) days before the expiration of the initial Period of Performance.

ARTICLE III. SECURITY AND CONFIDENTIALITY REQUIREMENTS

3.1 Background Investigations

- 3.1.1 Background investigations will be conducted for all contractor and subcontractor personnel. The extent of the investigations will be in direct relation to the risk level assigned to the contract or to the individual job classifications, which can be found in Section 3.2 of this contract. No background investigations or fingerprinting will be required under receiverships except when a receivership is of a long-term nature, when both are required.]
- 3.1.2 Each contractor and subcontractor employee working on the contract must complete an electronic fingerprint application and credit report authorization. No employee will be permitted to begin work (including access to FDIC facilities, network, and systems) until a favorable fingerprint records check and credit report has been received by the FDIC, unless a waiver has been obtained.
- 3.1.3 Within 5 days after the effective date hereof, the contractor must provide the Contracting Officer with a list of all contractor and subcontractor personnel working on the contract. This list must include the employee's name, current home address, and assigned risk level. The contractor must identify each employee who has a previous current or otherwise valid background investigation, and such background investigations must be furnished to FDIC with the list of personnel.

For those employees of the contractor or subcontractor who do not have a valid and current background investigation, a background investigation will be conducted for them. In that event, the requirements relating to background investigations contained herein will control.

NOTE: A valid background investigation is one that meets the minimum investigation for the risk level established for the contract or contract job category, and that has been conducted within 5 years of the date of contract award.

- 3.1.4 An adverse finding during the background investigation or fingerprinting review (e.g., felony conviction), or a completed background investigation or fingerprint

check that indicates that the employee cannot meet the designated security requirements, may prohibit a contractor or subcontractor employee from working on the contract. That employee may be removed at the discretion of the Contracting Officer and replaced with an employee acceptable to FDIC by the Contractor at no additional expense to FDIC and without relief in all contractual performance and delivery requirements.

- 3.1.5 All contractor and subcontractor employees regularly working on-site at an FDIC facility will be issued a yellow identification/access control badge. Such employees will not be granted on-site access until FDIC receives a favorable fingerprint criminal records check from the FBI. The badges will be issued for a six-month period and must be renewed after each six-month period.
- 3.1.6 Contractor must notify the Contracting Officer of any new contractor or subcontractor personnel assigned to the contract or any change in assignment of current personnel. FDIC will perform the appropriate background investigations and fingerprint check for any such personnel. Access to FDIC facilities, network, and systems will be as set forth in this section 3.1.

3.2 Risk Level Designation

The following risk level has been assigned to this contract: MODERATE. The post-award background investigations and fingerprinting required for all contractor employees (and subcontractor employees, if applicable) will be for this risk level.

3.3 Confidentiality of Information, Data, and Systems

Contractor must ensure the confidentiality of all information, data, and systems provided by FDIC or used or obtained by Contractor personnel under this contract and prevent its inappropriate or unauthorized use or disclosure. Contractor and all employees working on an FDIC contract must sign the Contractor Confidentiality Agreement (attached) no later than five (5) business days after starting performance and prior to receiving such information, or when receiving their badges, and return the signed Agreements to the Contracting Officer. This includes Contractor personnel who are required to work on-site at an FDIC facility or have access to FDIC sensitive information or data, systems or network. Failure to provide the signed Agreements may result in the removal of the employee from performing under the contract.

3.4 Security Requirements for Information Technology

The Contractor is responsible for Information Technology (IT) security for all personnel with access to the FDIC network, systems connected to the FDIC network or those systems developed and/or operated by the Contractor for FDIC. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor may have physical or electronic access to FDIC's information contained in its systems. This includes but is not limited to information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer

systems, networks, and telecommunications systems. Examples of tasks that require security provisions include but are not limited to acquisition, transmission or analysis of data owned by FDIC or access to FDIC networks or computers at a level beyond that granted the general public, e.g., bypassing the FDIC firewall.

Contractor, its subcontractors, and the employees of each must sign a confidentiality agreement at any time prior to or during the performance of this contract at the direction and discretion of the Contracting Officer.

3.5 IT Security Plan

The Contractor must provide as a deliverable, implement, and maintain an IT Security Plan ("Plan") for the duration of this contract. This Plan must describe the processes, procedures and training of personnel that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The Plan must describe those parts of the contract to which this clause applies. It must address the security measures and program safeguards that will be provided by the Contractor. These measures and safeguards must ensure that all information systems, data, and resources acquired and utilized in the performance of this contract by the Contractor personnel:

- a. Are protected from unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information;
- b. Can maintain the continuity of IT support for the FDIC and its programs and operations;
- c. Incorporate management, operational, and technical controls sufficient to provide cost-effective assurance of the system's integrity, availability and confidentiality;
- d. Have appropriate technical, personnel, administrative, environmental, and access safeguards; and
- e. Operate effectively and accurately.

3.5.1 Compliance Requirements

The Contractor's Plan must be compliant with Federal laws that include, but are not limited to, OMB Circular A-130, Transmittal 4, Management of Federal Information Resources, Appendix III and the Federal Information Security Management Act of 2002 (Title 3 of P.L. 107-347). In addition, the Plan must implement IT security requirements stated in the policies and procedures that include, but are not limited to:

- a. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-009, Security of Network Connectivity for Contractor Support, dated September 22, 1998;
- b. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-010S, Personal Computer Information Security, November 1998;
- c. FDIC Circular 1310.5, Encryption and Digital Signature for Electronic Mail;

- d. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.15, Access Control for Automated Information Systems;
- e. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.16, Mandatory Information Security Awareness Training;
- f. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products;
- g. FDIC, Division of Administration (DOA) Circular No. 1610.2, Security Policies and Procedures for Contractors, October 1, 2001;
- h. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-4, Security Considerations in Federal Information Technology Procurements;
- i. NIST, SP 800-14, Generally Accepted Principles and Practices in Securing IT Systems, September, 1996; and
- j. NIST, SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998.

These documents may be accessed through the FDIC DOA website, www.fdic.gov/, and may be cross-referenced through the FDIC DIRM website, www.fdic.gov/.

3.5.2 Plan Submissions

Within ten (10) days after contract award, the Contractor must submit the Plan for FDIC approval. The Plan must be consistent with and further detail the general outline and approach contained in their proposal that resulted in the award of this contract and must be in compliance with the requirements stated in this Article. The Plan must be submitted to the Contracting Officer and, after approval by the Oversight Manager, will be incorporated into the contract as a requirement and will remain in effect throughout the period of contract performance. The Contractor must obtain the prior written approval of the Contracting Officer for any changes to the Plan.

3.6 Training Requirements

The Contractor must ensure that its personnel designing, programming, operating, using, or managing FDIC systems/network and/or data in performance of the contract, are properly trained and must receive training at least annually in IT security awareness and security practices, policies, and procedures as required under the Computer Security Act of 1987 and OMB Circular A-130, including Appendix III. The Contractor's approach and IT security training program must be defined in the IT Security Plan. In addition, the Contractor must ensure that IT security training also meets the requirements stated in the NIST special publications and in the FDIC circulars referenced in this Article. The Contractor must certify on an annual basis that its personnel working on the contract have successfully completed all required IT security training and that they are aware of their IT security responsibilities.

3.7 Security Awareness Website Training

3.7.1 All contractor and subcontractor employees being granted access to FDIC's network/systems must review the FDIC Security Awareness Website (located at http://fdic01/division/dirn/itm_web/dirn_pages/infosec/secawareness/secawareness.htm) and provide electronic certification of their review within five (5) business days of receiving a network ID.

3.7.2 In addition to 3.7.1, for multi-year contracts and contracts with options, all contractor employees with network access must again review the Security Awareness Website on an annual basis and provide electronic certification of their review within five (5) business days after the anniversary of the effective date of the contract.

3.7.3 The contractor must certify annually that all contractor employees having network access have complied with the security requirements stated in 3.7.1 and 3.7.2. This certification must be provided to the Oversight Manager by email or in writing within five (5) business days after the anniversary of the effective date of the contract.

3.7.4 Failure to complete the review and certification discussed in 3.7.1, 3.7.2, and 3.7.3 may result in revocation of network access privileges and possible removal of the individual employees from the contract.

3.8 General Requirements

3.8.1 Network Access Requirements

The Contractor must comply with all provisions of FDIC Circular 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products, which can be found on FDIC's website at www.fdic.gov.

3.8.2 Cost of Information Security

For all contracts valued at \$3 million or more, the Contractor must identify on its invoices as a separate line item any direct cost to the contractor for information security as a specific element of the cost of providing information services.

3.9 FDIC Access

The Contractor must afford FDIC, including the Office of Inspector General, access to the Contractor's and all subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of FDIC data, systems,

software and hardware or to the function of computer systems operated on behalf of FDIC or the network accessed by the Contractor personnel and to preserve evidence of computer crime or misuse.

3.10 Subcontractor Requirements

Contractor must incorporate this Article in all subcontracts that meet the conditions or requirements stated in this Article.

ARTICLE IV. PERSONNEL AND SUBCONTRACTING

4.1 Key Personnel

The following key personnel are essential to the proper performance of Contractor's duties under this Agreement ("Key Personnel") and must perform the roles specified below:

____ ([Title]), _____
____ ([Title]), _____
____ ([Title]), _____
____ ([Title]), _____

Contractor's Proposal, or Amended Proposal, if any, identified the above individuals as Key Personnel and certified their availability to perform the duties specified. Contractor agrees to make the Key Personnel available as required for performance of the duties under any Task Order that may be awarded as long as such persons are employed by Contractor or its related entities. Prior to diverting or reassigning any Key Personnel to any other projects, and prior to the time any Key Personnel separate from Contractor, Contractor must notify the Contracting Officer in writing at least fourteen (14) days in advance and must submit the name of the proposed substitute individual with a description of his/her educational and professional background. The determination of acceptability of proposed substitute personnel will be at the sole discretion of the FDIC. All initial Key Personnel and every replacement Key Personnel will be required to comply with FDIC Fitness and Integrity standards then in effect. Contractor must not make any substitutions of Key Personnel until receipt of the Contracting Officer's written approval of each such substitution.

4.2 FDIC Personnel.

(a) FDIC Oversight Manager. The term "Oversight Manager" means the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance under any Task Order awarded. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this Agreement or any Task Order issued hereunder, including but not limited to any increase or decrease in the price of any Task Order awarded or which

change the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Letter of Oversight Manager Confirmation.

(b) FDIC Contracting Officer. The term "Contracting Officer" means a person designated in writing by the FDIC with FDIC delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is the only person authorized by FDIC to issue any instructions or directions that affect any increase or decrease in the cost of this Agreement, any change in delivery schedule or which change any other term of the Agreement.

4.3 Contractor Personnel

For purposes of this Agreement, any individual who is performing any part of the work or other requirement of this Agreement, and any Task Order issued hereunder, and who is an employee of Contractor is considered Contractor Personnel ("Contractor Personnel"). For example, self-employed individuals, other independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency, etc., who perform any part of the work or requirements of this Agreement, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors.

4.4 Personnel Qualifications

The personnel qualifications defined in the Agreement and any Task Orders issued hereunder will apply to both Contractor Personnel and Subcontractor employees. Contractor must provide a quarterly letter certifying to the FDIC Contracting Officer and Oversight Manager that all Contractor Personnel and Subcontractor employees currently working under a Task Order meet each of the personnel qualifications. The FDIC Contracting Officer and Oversight Manager do not have the authority to approve any Contractor Personnel or Subcontractor employees who do not meet all the personnel qualifications unless the FDIC receives additional consideration from the Contractor.

4.5 Subcontractors

For purposes of this Agreement, individuals and entities that perform Services or provide Goods under this Agreement or any Task Order and are not included in the definition of "Contractor Personnel" in Section 4.3 above will be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

4.5.1 Authorization; Selection of Subcontractors.

(a) Contractor must not engage subcontractors to perform any of its responsibilities under any Task Order awarded under this Agreement without the

prior written approval of the FDIC. This prohibition will not apply to Task Orders for purchase of equipment, materials or supplies to be used in the performance of this Agreement. If Contractor's Proposal leading to this Agreement requests approval for the use of named or designated subcontractors, and if the FDIC has accepted that Proposal, the subcontractors will be deemed approved and further approval will not be needed.

(b) Consent by the FDIC to any proposed subcontractor will not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; or (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Agreement. Contractor will award subcontracts only to third parties that have filed FDIC Certifications with Contractor.

(c) The following subcontractors are approved for performance under this Agreement:

Adorno & Yoss
Auction Company of America
NRT Commercial, LLC, Inc. (Reology Corp.)
Deval, LLC
First American Title Co., Commercial
First American Title Co., Residential
Guess Group, Inc., The
Integra Realty Resources
Litzer, Segner, Shaw & McKenney, LLP
Malcolm Pirnie
Prism Hotels & Resorts
RR Donnelley
Stewart Title Company
Thompson, Cobb, Bazilio & Associates, PC
TotalFacility

(d) Contractor must notify the FDIC of any changes in subcontracting arrangements. If the subcontractor is a Small Disadvantaged Business (SDB), any changes must result in the same or greater SDB participation.

4.5.2 Contracts with Subcontractors

Contractor will not be reimbursed for subcontracting costs except as specifically provided for in this Agreement. Contractor must assure FDIC that all contracts it enters into with subcontractors are consistent with the terms of this Agreement,

including, but not limited to, certifications, termination, stop work, confidential information and insurance.

4.6 Subcontracting Plan Compliance

In Agreements where subcontracting is permissible and in accordance with the Contractor's proposal, as incorporated within the terms and conditions of the Agreement, the Subcontracting Plan will be considered a material part of the Agreement. The Contractor's failure to comply with and make progress under the Subcontracting Plan may be considered a breach of contract. In addition, failure to achieve the stated subcontracting goals may result in the issuance of a cure notice/show cause letter for purposes of termination for default and/or have a negative and adverse impact on the Contractor's past performance record to be considered during proposal evaluation on future solicitations.

ARTICLE V. COMPENSATION AND BILLING

5.1 (a) Fixed Price

For satisfactory performance of this Contract, the FDIC will pay Contractor the agreed-upon fixed unit price specified in Contractor's Pricing Schedule (included in Attachment 2 to this Contract). Contractor's fixed unit prices include any and all of Contractor's costs and expenses, direct and indirect, as well as any profit, fee, or any markups of any nature.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

5.1 (b) Labor Rates

For satisfactory performance of this contract, the FDIC will compensate Contractor at the hourly rate specified in Contractor's Pricing Schedule (included in Attachment 2 to this Contract) for actual productive work hours exclusive of travel time, vacation, holiday, sick leave and other absences. Contractor's hourly rates include any and all wages, overhead, general and administrative expenses and profit or fee.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

5.1.1 Compensation Ceiling

The compensation ceiling will be defined on a per task order basis.

Contractor must notify the Contracting Officer in writing, for each Task Order, when Contractor has incurred charges to the FDIC of seventy-five percent (75%) of the dollar amount of each Task Order.

5.1.2 Other Reimbursable Expenses

The FDIC will reimburse contractor for reasonable amounts for services purchased specifically for performing a Task Order under this Agreement, which are specifically identified in the Statement of Work, Task Order Proposal, or which have been approved in advance by the FDIC Contracting Officer. Reasonable costs shall be reimbursed on a straight pass-through basis with no surcharge or markup added by Contractor. The price of services must be adjusted by Contractor to deduct any credits, trade discounts, rebates or allowances received by, or credited to, Contractor. All purchases equal to, or greater than, Five Thousand Dollars (\$5,000), must be approved in advance by the FDIC Oversight Manager.

5.1.3 Travel Expenses

The FDIC will reimburse Contractor for necessary travel and per diem expenses ("Travel Expenses"), which include subcontractor travel expenses, if any, that do not exceed amounts allowable under the FDIC Contractor Travel Reimbursement Guidelines, a copy of which is attached to this Agreement as Attachment [5] and is incorporated herein by reference. All travel must be approved in advance, in writing, by the Contracting Officer or Oversight Manager unless such travel was set out in Contractor's Proposal which was accepted by the FDIC at the time of Agreement or Task Order award or modification. In no event will the FDIC separately reimburse Contractor, outside of the pricing set out in this Agreement, or Task Order issued thereunder, for any other costs or expenses it incurs in connection with its performance under this Contract, including fees for labor hours incurred while travelling to the work site.

5.1.4 Fees and Expenses of Subcontractors

The FDIC may pay amounts Contractor has been invoiced for labor hours actually worked, exclusive of travel time, vacation, holiday, sick leave and other absences, by its approved subcontractors in performing under any Task Order issued under this Agreement provided that its approved subcontractors' hourly rates and labor hours have been approved in advance by the FDIC Contracting Officer and provided that such amounts are a straight pass-through with no surcharge or markup added by Contractor.

5.2 Billing Instructions

The FDIC will compensate Contractor as follows:

5.2.1 General Provisions

All invoices must be submitted in accordance with the attached General

Provision, "Invoice Preparation and Submission." In addition to the invoicing requirements specified in Article 19 of the General Provisions, attached to this Contract, every invoice must designate the hours, the dollar amount and expenses billed by task requirement and for services provided on an hourly basis by individual and labor category. Certified copies of time sheets in support of direct labor charges for all contract employees. An allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number must be provided by the Contractor. Contractor should also attach a summary of subcontracting expenses. This summary must include the approved percentage of subcontracting per the Contractor's approved subcontracting plan. Copies of subcontractor invoices and a summary of expenses paid to subcontractors for the billing period should be provided.

5.2.2 Contractor's Remittance Address

Contractor must include on the invoice Contractor's remittance address, as specified below, in addition to the information specified in the attached General Provision, "Invoice Preparation and Submission". The remittance address must be included on Contractor's invoice regardless of whether payment will be made by check or electronic funds transfer (EFT). Contractor must notify the FDIC Contracting Officer, in writing, of any changes to the following remittance address:

Contractor's Remittance Address: C. B. Richard Ellis, Incorporated
750 – 9th Street, NW, Ste. 900
Washington, DC 20001

5.2.3 Schedule for Invoicing

Contractor must submit invoices to the email address specified in Attachment [6] "Electronic Invoicing Instructions", with any appropriate supporting documentation so the FDIC can confirm acceptance. Invoices must be submitted within ten (10) days after the end of each month.

5.2.5 Certification of Contractor

Contractor must include on the invoice the following statement signed by an authorized company representative:

This is to certify that the Goods and Services set forth herein, were performed or delivered during the period stated.

Contractor's Authorized Representative

Date

5.2.6 FDIC Review

If errors are found on the invoices, the invoices will be returned to Contractor. When error-free invoices are received, the invoices will be processed for payment. Any discrepancies in the invoices will be resolved between the Contracting Officer and Contractor **PRIOR** to approval of the invoice by the FDIC. The Oversight Manager will review each invoice for reasonableness and accuracy prior to approving the invoice for payment.

5.3 Method of Payment-EFT

Payments by the FDIC under any Task Order may be made by check or electronic funds transfer (EFT) at the option of the FDIC. If the FDIC makes payment by EFT, the FDIC may, at its option, also forward the associated payment information by electronic transfer. As used in this section, the term "EFT" refers to the funds transfer and may also include the information transfer. For further information, please refer to paragraph 8 of the FDIC General Provisions.

ARTICLE VI. INSPECTION AND ACCEPTANCE

6.1 Inspection and Acceptance of Work Product

In accordance with the General Provision of this Agreement, "Inspection of Goods or Services," the FDIC will have forty-five (45) days from the date of Contractor's delivery of Work Product to determine if such Work Product is in compliance with the requirements of the Agreement and Task Order. Inspection by the FDIC will be conducted at FDIC's Dallas Regional Office, or at such other locations as may be determined by the FDIC, at FDIC's sole discretion.

6.2 Risk of Loss or Damage

Contractor retains title to all materials and equipment until receipt of the FDIC's written acceptance and payment after final inspection of the finished installation. Title may transfer at an earlier date but only upon written notice to Contractor by the Contracting Officer. Risks of loss or damage by fire or other causes to material or property ordered by Contractor are the sole responsibility of Contractor until acceptance by the FDIC. Contractor will be liable to the FDIC for any and all damage to FDIC-owned and FDIC-leased property as a result of this work.

ARTICLE VII. RIGHTS IN SOFTWARE AND SYSTEMS

7.1 Proprietary Interest and License in Software and Systems

The FDIC and Contractor agree that the FDIC has the exclusive and absolute right, title and interest in and to all systems and software owned by the FDIC, or otherwise obtained or

developed for the FDIC at its expense, and furnished to Contractor for use in the performance of Contractor's Services under this Agreement.

ARTICLE VIII. REPRESENTATIONS

8.1 Representations of Contractor

Contractor represents as follows:

- 8.1.1 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Contractor.
- 8.1.2 Contractor currently possesses all necessary licenses, permits and approvals required to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Contractor's performance of its duties under this Agreement.
- 8.1.3 At the time of execution of this Agreement, there has been no change in any of the Certifications Contractor submitted to the FDIC with its proposal. Contractor agrees to notify the Contracting Officer immediately, in writing, of any change to Contractor's Certifications.

ARTICLE IX. RESERVED

ARTICLE X. INSURANCE COVERAGE

10.1 Liability Insurance

Contractor, before commencing work or permitting any subcontractor to commence work, must procure and maintain the following insurance or, should such insurance be canceled, the FDIC has the right to procure such insurance and the cost thereof will be deducted from monies then due or which thereafter become due to Contractor. Contractor may carry any additional insurance as it may deem necessary. Contractor will not be deemed to be relieved of any responsibility by the fact that Contractor carries insurance. The FDIC will require any contractor of the FDIC performing work on FDIC premises to carry and maintain, at no expense to the FDIC:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with the applicable laws of the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The policy limit under the Employer's Liability Insurance section must not be less than One Hundred Thousand Dollars (\$100,000) for any one accident; and

