AMENDMENT OF SOLICITATION/MODIFICATION OF AWARD

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicble)
0002	11/30/2020		

6. ISSUED BY CODE

Federal Deposit Insurance Corporation
DOA/ASB
3501 Fairfax Drive
Arlington, VA 22226
rsites@fdic.gov

7. ADMINISTERED BY (If other than Item 6) CODE

Richard Sites
(703) 562-2697
rsites@fdic.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(X)

9A. AMENDMENT OF SOLICIATION NO.

x CORHQ-20-R-0509

9B. DATED (SEE ITEM 11)

11/18/2020

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 11)

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.

Offer must acknowledge receipt of this amendment by signing in Block 15b below and including the signed amendment with the offeror's proposal.

12. N/A

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 THE CHANGE ORDERS CLAUSE
	B. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE FDIC CONTRACTING OFFICER
	C. THIS MODIFICATION IS ENTERED INTO PURSUANT TO MUTUAL AGREEMENT OF THE PARTIES
	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

The purpose of this amendment is to release the questions and answers regarding the solicitation.

Continued on page 2...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

FDIC 3700/56 (3-08)

Questions & Answers

1. Supplemental information with respect to question #19…

   19. Have fund investors already been identified, if so, who are they?

   Answer: The FDIC has been in discussions with potential fund investors.

   Supplemental: Individual investment decisions by interested investors will be resolved with the Fund manager, once the Fund is established and the Fund manager is chosen. As noted in the RFP, "Investor groups will likely consist of corporations, businesses, philanthropic organizations, or other entities, outside of the banking industry, though participation by other financial institutions may be considered by Fund investors and the Fund manager." The FDIC's goals for the Mission-Driven Bank Fund are "initial capital commitments in the range of $100 million to $250 million" and a target of "$500 million to $1 billion" when fully established.

2. Can the list of potential offerors be released?

   Answer: As the FDIC did not provide advance notice to potential offerors that their identity and contact information might be shared with other potential offerors, the FDIC is not able to share this information at this time.

AMENDMENT OF SOLICITATION/MODIFICATION OF AWARD

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicble)
0001	11/27/2020		

6. ISSUED BY CODE

Federal Deposit Insurance Corporation
DOA/ASB
3501 Fairfax Drive
Arlington, VA 22226
rsites@fdic.gov

7. ADMINISTERED BY (If other than Item 6) CODE

Richard Sites
(703) 562-2697
rsites@fdic.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CODE FACILITY CODE

(X)

9A. AMENDMENT OF SOLICIATION NO.

x CORHQ-20-R-0509

9B. DATED (SEE ITEM 11)

11/18/2020

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 11)

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.

Offer must acknowledge receipt of this amendment by signing in Block 15b below and including the signed amendment with the offeror's proposal.

12. N/A

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 THE CHANGE ORDERS CLAUSE
	B. THIS MODIFICATION IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE FDIC CONTRACTING OFFICER
	C. THIS MODIFICATION IS ENTERED INTO PURSUANT TO MUTUAL AGREEMENT OF THE PARTIES
	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

The purpose of this amendment is to release the questions and answers regarding the solicitation.

Continued on page 2...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

FDIC 3700/56 (3-08)

Questions & Answers

1. Is the expectation that the scope of work will be completed by January 29, 2021? If so and there are services that are required after that date would the FDIC offer additional compensation?

   Answer: Yes. Any extension beyond January 29, 2021, may or may not involve a price adjustment depending on the circumstances for the extension.

2. Would it be possible to bid the project on a monthly basis?

   Answer: No, though a payment schedule based on certain milestones can be established if mutually agreed.

3. Will the lowest price be the sole determinate of the award?

   Answer: No. Consistent with provision 7.3.2-17 - Best Value Evaluation Process, proposals will be evaluated based on an offeror's Mission Capability (including Oral Presentation, if necessary), Past Performance, and Price, which are in descending order of importance and where Mission Capability and Past Performance, when combined, are significantly more important than Price.

4. Who is the incumbent? Who currently holds this or similar contracts?

   Answer: There is not an incumbent or a firm holding a similar contract since the requisite financial advisory services are for a new requirement and not a recurring requirement.

5. Does the FDIC have a preferred contractor in mind now?

   Answer: No.

6. Are former employees of the FDIC eligible to bid? Are they given any favorable consideration?

   Answer: Yes, consistent with government-wide as well as the FDIC's post-employment restrictions.

   Please see the following clause and provision in Section H and L of the solicitation:
   Section H, 7.1.3-2 - Post-Government Employment Certification (Post-Award) - May 2009
   Section L, 7.1.3-1 - Post-Government Employment Certification (Pre-Award) - May 2009

   Former FDIC employees are neither given more favorable nor unfavorable consideration because of their status as former FDIC employees.

7. What is the exact nature of the contractor support from BurgherGray LLP and Dentons in the acquisition process, including the evaluation process? Are these minority-owned firms? Do they have any experience in fairly evaluating Black firms in a non-discriminatory manner? Have these firms been subject to any discrimination complaints?

   Answer: BurgherGray LLP and Dentons will lend their technical expertise as advisors to the evaluation team, but will not be voting, evaluating members. The evaluation team is comprised of FDIC employees and the source selection decision will be made by the FDIC in accordance with its policies and the solicitation. BurgherGray LLP is a Minority

Business Enterprise and a member of the National Association of Women and Minority Owned Law Firms; Dentons is not predominately minority or women owned. Pursuant to Section 342 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act, Public Law 111-203), the FDIC requires its Outside Counsel to confirm its commitment to equal opportunity in its own employment and in any subcontracting for FDIC legal matters. Further, law firms doing business with the FDIC are required to comply with various statutes and laws, including, among others, the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e et seq.

8. How will the FDIC evaluate performance for firms that have been unable, due to documented racial discrimination, to obtain contracts performed for agencies of the federal, state or local governments, and for commercial customers.

   Answer: All proposals received will be evaluated in accordance with the stated evaluation factors in the RFP. Each offeror's proposal will be evaluated against each of the stated evaluation factors on a best value basis with past performance as just one of those factors. Consistent with provision 7.3.2-17 - Best Value Evaluation Process, proposals will be evaluated based on an offeror's Mission Capability (including Oral Presentation, if necessary), Past Performance, and Price, which are in descending order of importance and where Mission Capability and Past Performance, when combined, are significantly more important than Price. Further, consistent with provision 7.3.2-20 - Evaluation of Past Performance… (f) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, but will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

9. What is the relationship between the FDIC and http://blackbankfund.com/ "With corporate and philanthropic partners, the Black Bank Fund intends to raise and invest $250 million into Black banks across the country by 2025." Is this RFP being issued to support this specific firm?

   Answer: There is no relationship between the FDIC and Black Bank Fund, http://blackbankfund.com/. The solicitation is not being issued to support that specific firm.

10. Also see https://comercapital.com/brandon-l-comer/ Brandon L. Comer serves as Managing Partner of Comer Capital Group, LLC. Can you tell me what the relationship is between the FDIC, Comer Capital and Brandon Comer?

    Answer: The FDIC is not aware of any relationship with Brandon L. Comer or Comer Capital Group LLC with respect to establishing the Mission-Driven Bank Fund.

11. We are currently not registered in the SAM database. Are we excluded from submitting our proposal as Financial Advisor for the Fund?

    Answer: No. According to FDIC acquisition policy and procedures, a contracting officer must document that a successful offeror is registered in System for Award Management (SAM) prior to making an award. An offeror's registration status must be active and not expired.

Provision 7.3.1-2 System for Award Management (SAM)…

The FDIC will only make awards to businesses that are registered in the System for Award Management (SAM) database. Registration is via http://www.sam.gov. This webpage also contains user guides and demonstration videos under the Help tab. If you have any questions regarding SAM or the registration process, please contact the SAM Assistance Center toll free at (866) 606-8220.

There may be circumstances where a waiver can be granted to FDIC acquisition policy and procedures with respect to SAM registration. If a waiver is granted, a firm must complete certain FDIC forms that will enable the Division of Finance to enter the firm into the FDIC's financial system.

12. Can we register in the SAM database subsequent to our selection as Advisor for the Fund?

    Answer: As part of the FDIC's selection process, a successful offeror should have an active registration in SAM in order to receive award. See answer above.

13. The Box 10, Socio Economic Status is checked "No". Does that solicitation mean that FDIC will not consider teams or firms with this status or alternatively, does FDIC provide guidance on incentives for firms or teams with this status and relative bonus points for the use of the same if they are so qualified?

    Answer: Box 10, Socio-Economic Status, reflects the socio-economic status of the contractor to which the FDIC makes the contract award; it provides no precondition related to firms submitting proposals. All proposals will be evaluated in accordance with the solicitation without regard to the offeror's socio-economic status.

14. 2.0 Background.

    a. When FDIC states that the "Fund is expected to have initial capital commitments of $100 Million…." is this in Phase II of the solicitation after a Fund Manager(s) is selected?

    b. Will FDIC allocate capital for a Fund Manager?

    c. What does FDIC forecast as the total amount or range of investments needed by MDIs to be a successful Fund formation activity or Fund size? (minimum or maximum)

    Answer: The FDIC will not allocate capital for a Fund Manager. Any expenses incurred upon the launch of the Fund will be charged to the Fund, not the FDIC. The FDIC expects the initial capital to be available upon launch of the Fund. As noted in the solicitation, the FDIC believes $1 billion to be a reasonable target for the investments needed at the present time. As noted in a resource guide recently published by the FDIC, "Investing in the Future of Mission-Driven Banks: A Guide to Facilitating New Partnerships," on page 5 the FDIC indicates that "An investment of $1 billion to $2 billion (2.5% to 5% of total capital of the 247 MDIs and CDFI banks) could begin to transform minority and LMI communities across the nation." It should be noted that many private sector commitments

have been made related to the sector and their communities (see Appendix A of the resource guide).

15. Since some of the MDIS who are CDFIs will have dual or sub-regulators as in the U.S Treasury for CDFIs, is there an Agency cooperation or supervisory participation agreement, MOU, with the U.S. Treasury?

    d. If the CDFI is regulated by the State OCC, or other regulatory at the bank or holding company level, does FDIC have a supervisory MOU, or co-participation agreement or understanding with that Agency (at lest Federal) for these matters?

Answer: There are no MOUs or co-participation agreements or understandings with any other U.S. agency related to the Fund. The MDIs and CDFIs who participate in making pitches or proposals to the Fund will be responsible for ensuring that their primary regulators approve of the investment sought.

16. Are there any Agency bulletins or regulatory interpretations as to restrictions or guidance on investing in MDIs?

Answer: The FDIC has created several resources that describe ways that financial institutions, including community banks, can partner with MDIs to the benefit of all institutions involved, as well as the communities they serve, which can all be found on www.fdic.gov, including the following.

- Collaborative Relationships with Minority Depository Institutions Examples
- Resource Guide for Collaboration with Minority Depository Institutions
- Financial Institution Letter (FIL) 64-2017: Collaborative Relationships with Minority Depository Institutions
- The Office of the Comptroller of the Currency (OCC) also provides examples of MDI collaborations at Community Development Investments

17. In Section 7.3.2-20, How does the FDIC seek or will consider recent or relevant prior performance (3-5 years) when the MDI sector hasn't had substantial investment since the Small Business Lending Fund of the U.S. Treasury in 2011/12 or the TARP program, if at all? In other words, what is the time frame for relevant experience as qualified to meet FDIC requirements?

Answer: Consistent with provision 7.3.2-20 - Evaluation of Past Performance…

(f) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, but will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

18. Does the offeror need to be registered in SAM for the award?

Answer: See answer above.

19. Have fund investors already been identified, if so, who are they?

    Answer: The FDIC has been in discussions with potential fund investors.

20. Is the NAICS code 523930 a prerequisite for applying firms?

    Answer: No.

21. Has the investment committee been identified, if so, who are the members, if not, what is the selection criteria and process? Will Fintech companies have representation on the committee?

    Answer: The FDIC expects the contractor to recommend an investment committee structure as part of contract performance.

Federal Deposit Insurance Corporation
3501 Fairfax Drive, Arlington, VA 22226-3500 Division of Administration, Acquisition Services Branch

The Federal Deposit Insurance Corporation requires financial services to advise it with respect to establishing a Mission-Driven Bank Fund. Solicitation Number CORHQ-20-R-0509 requests proposals from offerors to provide the necessary supplies or services.

Questions regarding the solicitation must be received by 1:00 p.m. EST on Friday, November 20, 2020.

Proposals are due by 1:00 p.m. EST on Wednesday, December 2, 2020.

For planning purposes, please provide the following information by November 25th to Richard Sites at rsites@FDIC.gov if you intend to submit a proposal:

Company Name
Point of Contact (Name & Email Address)

Please visit the link for the FDIC's Request for Proposal periodically for any updates or amendments.

SOLICITATION/AWARD
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

			1. REQUISITION NUMBER ASBCC-20-01568	PAGE 1 OF 70
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER CORHQ-20-R-0509	6. SOLICITATION ISSUE DATE 11/18/2020
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Richard Sites		b. CONTACT INFORMATION 703-562-2697 rsites@fdic.gov	8. OFFER DUE DATE/ LOCAL TIME 12/02/2020

9. ISSUED BY — CODE
Federal Deposit Insurance Corporation
DOA/ASB
3501 Fairfax Drive
Arlington, VA 22226
rsites@fdic.gov

10. SOCIO-ECONOMIC STATUS
☒ NO ☐ YES
NAICS: 523930
ETHNICITY:
☐ SDB
☐ MWOB
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☒ 13a. SUB-CONTRACTING PERMITTED/APPROVED

13b. N/A

14. METHOD OF SOLICITATION
☐ RFQ ☐ RFI ☒ RFP Best Value ☐ RFP Price only

15. DELIVER TO — CODE
See Section F - Deliveries or Performance

16. ADMINISTERED BY — CODE
Richard Sites
(703) 562-2697
rsites@fdic.gov

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY — CODE
Federal Deposit Insurance Corporation

DOFAPInvoice@fdic.gov

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. N/A

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

27a. SOLICITATION INCLUDES ATTACHMENTS ☒ YES ☐ NO
27b. AWARD INCLUDES ATTACHMENTS ☐ YES ☒ NO

☐ 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: REF. _____ OFFER
YOUR OFFER ONSOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. FEDERAL DEPOSIT INSURANCE CORPORATION *(SIGNATURE OF CO)*

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

FDIC 3700/55 (3-08)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

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

FDIC 3700/55 (3-08)

Section B - Supplies or Services and Prices/Costs

CLIN #	Description	Quantity	Unit	Unit Price	Total Price
0001	Mission-Driven Bank Fund's Financial Advisory Services	1	EA		

Attachments for this section start after this page.

Section B - Supplies or Services and Prices/Costs

In accordance with the terms of the contract and after the successful completion/delivery of the services and deliverables by Contractor and acceptance of the services and/or deliverables by the FDIC, as outlined in Section C – Description/Specifications/Work Statement, the contractor shall be paid as specified below.

1. Firm-Fixed Price

For satisfactory performance in accordance with Section C - Description/Specifications/Work Statement, the FDIC will pay Contractor the following agreed-upon firm-fixed price:

Item No.	Description of Supplies/Services	Firm-Fixed Price
0001	Mission-Driven Fund's Financial Advisory Services in accordance with Section C - Description/Specifications/Work Statement	$ _____

NOTE: 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 Contractor.

Section C - Description/Specifications/Work Statement

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-34 - Duty to Deliver or Perform - July 2008

Contractor agrees to perform the services (the "Services") or provide the goods (the "Goods"), in accordance with the terms and conditions set forth herein and in any attachments to the contract.

Statement of Objectives (SOO)

The Mission-Driven Bank Fund's Financial Advisory Services

1.0 Purpose

Compared to mainstream banks, Federal Deposit Insurance Corporation (FDIC)-insured Minority Depository Institutions ("MDIs") and Community Development Financial Institution banks ("CDFIs") commit a larger portion of their portfolios to minority, low- or moderate income ("LMI"), and rural communities. Such banks are commonly known as "mission-driven banks" because they play a role in transforming the lives of underserved citizens and communities by making loans and providing other vital banking products and services. Many mission-driven banks are small, and building capacity and scale are critical to growing their operations and expanding services to their communities. Capital access is a perennial challenge for many of these institutions given the communities they serve and difficulty producing higher returns on assets at their current size/scale. The FDIC regularly works to create opportunities for MDIs and CDFIs (together "Mission-Driven Banks") to build partnerships with other banks or private companies for financial support, lending, and other services, including technical assistance.

As the COVID-19 pandemic continues to disrupt the daily lives of all Americans, minority communities have suffered disproportionately, from both a health and economic perspective. Overlaying these challenges, there is a nationwide conversation about racial inequality and other social issues that pose difficult questions across a wide range of policy areas, including banking and financial services. As the nation's deposit insurer and primary supervisor of community banks, including many Mission-Driven Banks, the FDIC plays an important role in helping these institutions meet the needs of their customers and communities – especially minority, LMI, and rural communities. Mission-Driven Banks are often the financial lifeblood of the communities they serve, enabling individuals and minority-owned small businesses to securely build savings and obtain credit in challenging economic environments.

2.0 Background

The FDIC is an independent agency created by Congress to maintain stability and public confidence in the nation's financial system. To accomplish this mission, the FDIC insures deposits; examines and supervises financial institutions for safety, soundness, and consumer protection; makes large and complex financial institutions resolvable; and manages receiverships.

The FDIC seeks to create the framework for a fund (the "Fund") that will provide investors a vehicle to support Mission-Driven Banks and the communities they serve. The key elements or overarching goals of the engagement include:

- The Fund will provide a variety of forms of support, including, without limitation, equity, loan participations, loss-share arrangements, structured transactions for performing or troubled assets, and loan facilities.

- The Fund's individual investments in Mission-Driven Banks will likely range from $3 million to $10 million, though individual investments could be smaller or larger depending

on the needs of the requesting Mission-Driven Bank and the Fund investment committee's review of the investment opportunity, consistent with the overall Fund investment strategy.

- The Fund is expected to have initial capital commitments in the range of $100 million to $250 million and would be expected to grow to $500 million to $1 billion.
- The Fund will target a minimal rate of return on investments of approximately 1% to 3%. Investors will have the option to choose to reinvest any of their specific returns in the Fund or in aligned non-profit enterprises that support Mission-Driven Banks.
- The Fund will have a long duration and maintain a mission-driven investment strategy to support Mission-Driven Banks and the communities they serve.
- One or more investment advisors will be engaged by the Fund to develop, advise, and manage the Fund after the date of formation of the Fund, as Fund manager. The FDIC will play no role in Fund management or individual investment decisions.
- The Fund manager will provide at least annual reports to the FDIC and Fund investors on the operations of the Fund and investments in prior periods, including metrics relating to investment performance and associated benefits to the communities served by Mission-Driven Banks that have received Fund support. The Fund manager will certify to the investors that the investment strategy remains aligned to the purposes for which the Fund was established. Investors will have an opportunity at least annually to discuss the overall investment strategy. The FDIC will continue to assess the alignment of the Fund's on-going operations with its purpose of assisting Mission-Driven Banks.
- An investment committee, composed of experts in Mission-Driven Banks, the economic needs of minority, LMI, and rural communities, and any other areas necessary to ensure alignment with the Fund investment strategy, will advise/guide the Fund on investment recommendations/decisions.
- The investment committee will meet at least quarterly to review and consider specific proposals from Mission-Driven Banks for Fund investments, which will include the details of the investment sought and the proposed use of the capital provided by the Fund investment to support minority, LMI, and rural communities.
- Investor groups will likely consist of corporations, businesses, philanthropic organizations, or other entities, outside of the banking industry, though participation by other financial institutions may be considered by Fund investors and the Fund manager.

This acquisition is to obtain financial advisory services to support the FDIC in the creation of the framework, structure, and concept of operations for the Mission-Driven Bank Fund.

3.0 Scope of Services

The FDIC requires financial advisory services to support the establishment of the Mission-Driven Bank Fund. The FDIC expects that the financial advisor will perform the services customarily

performed in complex transactions described above and otherwise necessary for the formation of the Fund, including but not limited to the following:

1. Collaborating with the other financial advisor, if more than one is selected, to recommend a structure and concept of operations for the Fund based on the goals described above, and identifying requirements necessary to operate the Fund.

2. Meeting and participating in conference calls with representatives of the FDIC and its attorneys, potential Fund investors, and others as directed by the FDIC to discuss formation of the Fund including a contract kick off meeting

3. Reviewing documents needed for formation of the Fund and advising on the proposed transaction.

4. Providing both oral and written advice to the FDIC and its engaged law firms regarding various financial issues associated with the Fund formation.

5. Assisting in the closing, including coordination of legal/documentation process, and in any post-closing work related to the Fund formation.

Please note that this procurement is not for the purposes of selecting a Fund manager. The selection of a Fund manager will be made by the Fund investors after the Fund has been established. Selection as the Fund advisor under this contract will not preclude the Contractor from consideration to be the Fund Manager. The FDIC may choose to select one or more financial advisors under this SOO.

4.0 Performance Objectives (required results)

The Contractor(s) will need to meet the following minimum objectives:

1. Attend a contract kick off meeting on or before one calendar day after award.

2. Collaborate and establish a plan and schedule with milestones to complete the formation of the Fund to include the identification of any roadblocks to establishing the fund and a plan of action to overcome such roadblocks on or before seven calendar days after award.

3. Collaborate and prepare a report with the recommended structure of the Fund and identify any additional requirements necessary to operate the Fund on or before 17 calendar days after award.

4. Participate in a briefing to potential Fund investors on or before 28 days after award.

5. Provide assistance as necessary to complete establishment of the Fund by on or before 49 calendar days after award.

5.0 Period of Performance

The project shall be completed by January 29, 2021.

6.0 Place of Performance

The place of performance will be at the Contractor's facility. FDIC does not anticipate that travel will be required, and any travel by the Contractor will not be reimbursed.

7.0 Deliverables

1. Plan and Schedule with milestones to complete the formation of the Fund to include the identification of any roadblocks to establishing the fund and a plan of action to overcome such roadblocks on or before seven calendar days after award.

2. Report that outlines the recommendations and that details the agreed upon structure of the Fund, including any recommendations for operation of the Fund on or before 17 calendar days after award.

8.0 Glossary of Abbreviations and Acronyms (if not provided elsewhere)

Acronym	Meaning
CDFI	Community Development Financial Institution
FDI Act	Federal Deposit Insurance Act
FDIC	Federal Deposit Insurance Corporation
FIRREA	The Financial Institutions Reform, Recovery, and Enforcement Act
LMI	Low- or moderate income
MDI	Minority Deposit Institution

Contractors are strongly encouraged to subcontract with Minority or Woman Owned Businesses (MWOBs) and Small Disadvantaged Businesses (SDBs).

Section D - Packaging and Marking

Preservation, Packaging and Packing

Preservation, packaging and packing of all items shall be in accordance with standard commercial practices and shall be adequate to ensure acceptance by common carrier and safe delivery at destination without damage or deterioration due to the hazards of shipping, handling or storage.

Marking of Shipments (Commercially Packaged)

All deliveries shall be clearly marked with the contract number. If applicable, packages containing software or other magnetic media shall be marked with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

Section E - Inspection and Acceptance

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.6.4-01 - Inspection and Acceptance - July 2008

(a) All goods and services shall be subject to inspection and test by the FDIC Oversight Manager, to the extent practicable, at all times and places during the term of the award. All inspections by the FDIC shall be made in such a manner as not to unduly delay the work.

(b) The FDIC shall have ten (10) business days from the date of Contractor's delivery to determine if such goods and services are in compliance with the requirements of the contract. If any services performed or goods delivered hereunder are not in conformity with the requirements of this Award, the FDIC shall have the right to require Contractor to reperform the services or redeliver the goods in conformity with the requirements of the Award, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the FDIC shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (2) reduce the contract price to reflect the reduced value of the services performed. In the event Contractor fails promptly to reperform the services or redeliver the goods, or to take necessary steps to ensure future performance of the services or delivery of the goods in conformity with the requirements of the Award, the FDIC shall have the right to either (1) by contract or otherwise, have the services performed or the goods delivered in conformity with the contract requirements and charge to Contractor any cost occasioned to the FDIC that is directly related to the performance of such services or the delivery of such goods; or (2) terminate this Award for default as provided in 7.6.6-2, Termination for Default.

(c) Contractor shall provide and maintain an inspection system acceptable to the FDIC covering the goods or services to be delivered or performed hereunder. Records of all inspection work by Contractor shall be kept complete and available to the FDIC during the term of this Award and for such longer period as may be specified elsewhere in this Award.

Section F - Deliveries or Performance

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.1-09 - Delivery Schedule - July 2008

The goods or services must be delivered in accordance with Section C - Description/Specifications/Work Statement.

7.3.1-10 - Place of Delivery or Performance - November 2013

Place of Delivery. All deliverables shall be emailed to the FDIC Oversight Manager, Lorelle Langhorne, at llanghorne@FDIC.gov.

Alternate place(s) of delivery may be specified by the FDIC Oversight Manager or FDIC Contracting Officer.

Place of Performance. The primary place of performance will be at the contractor's facility.

Contractor must ensure the contract number is listed on the shipping material or packing slip.

7.3.1-11 - Deliverables - July 2008

The Contractor must provide all deliverables described in the statement of work.

7.3.1-12 - Period of Performance - October 2015

The period of performance begins on December 11, 2020, ("Effective Date") and expires on January 29, 2021.

Section G - Contract Administration Data

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-41 - FDIC Personnel - July 2008

(a) FDIC Oversight Manager. The Oversight Manager is the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance and accepting goods or services. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this contract, including, but not limited to, an increase or decrease in the price of this contract, or a change in the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Oversight Manager Appointment Memorandum. The Oversight Manager is Lorelle Langhorne at llanghorne@FDIC.gov.

(b) FDIC Contracting Officer. The Contracting Officer is the person with FDIC-delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is Richard Sites at rsites@FDIC.gov.

7.5.13-01 - Method of Payment - Electronic Fund Transfer (EFT) - March 2014

(a) Payment methods. Payments by the FDIC may be made by check or electronic funds transfer (EFT), or by a third party in lieu of payment directly from the FDIC, 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. Any third party payments will be made by the FDIC's commercial purchase card issuer. In the event Contractor certifies in writing to the payment office that Contractor does not have an account with a financial institution or an authorized payment agent, the FDIC would make payments by other than EFT.

(b) Contractor Payment Requests. If the FDIC elects for third party payments to be made, Contractor shall make payment requests through a charge to the FDIC purchase card with the third party, at the time and for the amount due in accordance with the terms of this contract. Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party are not subject to the Prompt Payment Act or any implementation thereof in this contract. Documentation of each charge against the FDIC's purchase card shall be provided to the Contracting Officer upon request.

Contractor is required, as a condition to any payment, to maintain current information in the System for Award Management (SAM) database. Any invoice submitted with incorrect EFT information shall be deemed not to be a

proper invoice as defined in the Prompt Payment Act clause herein.

7.5.13-06 - Compensation Ceiling - Contract or Task Order - July 2008

In no event will total FDIC compensation to Contractor, including any reimbursed costs and expenses, exceed the sum of $_____ for the entire Period of Performance, including the initial period and all options, if any. Contractor must notify the Contracting Officer, in writing, when Contractor has incurred charges amounting to seventy-five percent (75%) of the ceiling amount for each performance period.

7.5.13-12 - Schedule for Invoicing - July 2008

For Firm-Fixed-Price, Contractor must submit invoice upon completion of the service or delivery of the goods.

7.5.13-13 - Contents of Invoice - March 2014

Contractor's invoices must include the following items in order to be processed for payment:
(a) Contractor name, address and phone number.
(b) Invoice date. (Contractors must date invoices as close as possible to the date of electronic transmission to FDIC.)
(c) Invoice number.
(d) Contract Number (e.g., Contract Number, Task Order Number, Delivery Order Number, etc.)
(e) Line Item Number(s), as identified in the contract, and the amount invoiced for each Line Item Number.
(f) Allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number, if applicable.
(g) Description, quantity, unit of measure, unit price, extended price of goods delivered or services performed.
(h) Total invoice amount.
(i) Payment terms (discount for prompt payment terms).
(j) Remittance address.
(k) Billing Point of Contact (e.g., name (where practicable), title, phone number, and mailing address of person to notify if there are questions regarding the invoice).
(l) Shipping information (e.g., shipment number, date of shipment, bill of lading number and weight of shipment. Shipping charges, if any, must be shown as a separate item on the invoice).
(m) For time and material or labor hour awards, copies of time sheets in support of direct labor charges.
(n) If travel expenses are reimbursable under the award, Contractor must submit travel documentation, receipts and other proof of expenses as required by the FDIC Contractor Travel Reimbursement Guidelines.
(o) If subcontractor expenses are reimbursable under a labor-hour or time-and-material award, Contractor must:
(1) identify subcontractor expenses and costs separate from prime contractor expenses and costs on the invoice it submits to FDIC;
(2) submit with its invoice, as supporting documentation, a copy of its subcontractor's invoice when seeking reimbursement of subcontractor expenses.
(p) Pass through costs - If expenses or costs are reimbursable under the terms of the award, a description of each shall be provided in the invoice along with the quantity, unit amount, and total amount. Also, if amounts are derived from application of any formula, calculation, percentage, etc., such application must be clearly evident in the supporting documentation provided with the invoice.
(q) The following certification statement, signed by an authorized company representative:

"This is to certify that the services set forth herein [goods described herein] were performed [delivered] during the period stated.

_____ _____

Contractor's Authorized Representative Date"

(r) Any other information or supporting documentation required by the award.

If an invoice does not contain the above required information; contains errors; or exceeds the total compensation ceiling limit for this award, the invoice will be returned to Contractor and processing of the invoice for payment will be delayed until the deficiency is corrected.

In addition, the FDIC requires Contractors to maintain current information in the System for Award Management (SAM) database and complete the annual renewal process, in order to receive timely invoice payments. FDIC may reject any invoice received from Contractor where processing of the invoice cannot be completed because Contractor has failed to maintain its registration, including electronic funds transfer (EFT) information, in the SAM database.

7.5.13-14 - Electronic Invoice Preparation and Submission (CORHQ Business Unit) - July 2008

Contractor must follow the FDIC's electronic invoice preparation and submission instructions stated below:

(a) Contractor must email electronic invoices to the FDIC's Division of Finance/Accounts Payable (DOF/AP) at the following address: DOFAPInvoice@fdic.gov

(b) Contractor must only email their invoices to the above DOF/AP email address and not the Oversight Manager (OM) or Contracting Officer. The FDIC will not accept hand-delivered invoices or invoices sent to any other address (i.e., FDIC street address or any other email addresses).

(c) Contractor must submit the electronic invoice as a single file document, in pdf format. The file should include the exact same information that has been submitted physically via mail in the past. (FDIC only wants one electronic file because we will be uploading the single pdf into a database and we only want one file associated with an invoice. However, if the size of a single pdf file exceeds 30 MB, the invoice may either be submitted as two pdf files, with neither pdf file exceeding 30 MB, or it may be submitted as a zip file that does not exceed 30 MB. If two pdf files are used, each email must clearly identify that the invoice has been separated into two pdf files to accommodate the size limitation. If a zip file is used, the individual files inside the zip file must be kept to a minimum and each must have a descriptive file name, such as "Invoice cover page", "Timesheets", etc.)

(d) Contractor must not include more than one electronic invoice in the same email. (For example, if a Contractor has four task orders, a separate email with a single invoice must be submitted for each of the four task orders.)

(e) Contractor must name the pdf file or zip file in the following format (with invoice date shown as year/month/date followed by a space and the invoice number):

Invoice date and invoice number (e.g., 2008-01-31 1067876)

(f) Contractor's email subject line must include the words, "Contractor Invoice", followed by a hyphen and the Contract Number (or Task Order Number, or Delivery Order Number, as applicable), as shown in the example below:

"Contractor Invoice - CORHQ-08-C-0000"

(g) Task Assignments: For contracts and task orders containing provisions for Task Assignments, a separate invoice must be submitted via a separate email for each Task Assignment.

(h) The counting of days for Prompt Payment begins on the date the invoice is received in the inbox of the DOF/AP email address, until 4PM. Invoices received after 4PM will be counted as being received the following FDIC workday.

Section H - Special Contract Requirements

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.1.3-2 - Post-Government Employment Certification (Post-Award) - May 2009

Any former Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) employee who the contractor intends to use in performance of work under the contract or its subcontracts must complete and submit the post-government employment certification found at FDIC website www.fdic.gov/buying/goods/acquisition/index.html. The certification must be submitted to the Contracting Officer prior to the former employee commencing work under the contract. The FDIC Legal Division Ethics Unit will review the certification to determine compliance with the post-government employment restrictions. The former employee may be required to provide additional information as to their position and responsibilities while employed at FDIC or RTC and as a post-government employee working on the FDIC contract or subcontract.

7.5.1-02 - Protecting Sensitive Information - February 2019

(a) Sensitive Information Defined. Per FDIC Circular 1360.9, sensitive information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely impact the interests of FDIC in carrying out its programs or the privacy to which individuals are entitled. It includes, but not exclusively, the following:

(1) Information that is exempt from disclosure under the Freedom of Information Act, such as trade secrets and commercial or financial information, information compiled for law enforcement purposes, personnel and medical files, and information contained in bank examination reports;

(2) Information under the control of FDIC contained in a Privacy Act system of record that is retrieved using an individual's name or by other criteria that identifies an individual;

(3) Personally Identifiable Information (PII) about individuals maintained by FDIC that if released for unauthorized use may result in financial or personal damage to the individual to whom such information relates. Sensitive PII, a subset of PII, may be comprised of a single item of information (e.g., SSN) or a combination of two or more items (e.g., full name along with, financial, medical, criminal, or employment information). Sensitive PII presents the highest risk of being misused for identity theft or fraud;

(4) Information about insurance assessments, resolution and receivership activities, as well as enforcement, legal, and contracting activities; and

(5) Information related to information technology specific to the FDIC that could be misused by malicious entities (e.g., internal IP addresses, server names, firewall rules, encryption and authentication mechanisms, and network

architecture pertaining to FDIC),

(b) Protecting Sensitive Information. Contractor, all Contractor Personnel, subcontractors and subcontractor personnel shall comply with FDIC Circular 1360.9, Protecting Sensitive Information, and protect the confidentiality, integrity and availability of sensitive information, including PII, to which they have access. FDIC Circular 1360.9 is available at the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html

(c) Controlling Sensitive Information. All sensitive information, electronic and paper copy, remains the property of FDIC. Sensitive information shall not be moved outside of FDIC premises or networks/systems unless this contract contains clause 7.4.2-2, Off-site Processing and Storing of FDIC Information.

(d) Confidentiality Agreement. An authorized representative of the Contractor, its subcontractors and consultants, and all personnel (key personnel and non-key personnel) who will have access to FDIC facilities, networks and/or information systems, or sensitive information (whether in hardcopy or electronic form) must execute confidentiality agreements. FDIC Form 3700/46, Confidentiality Agreement (for Contractors/Subcontractors/Consultants) and FDIC Form 3700/46A, Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel) are included as attachments to this contract. The 3700/46 forms must be signed by the Contractor, and each subcontractor or consultant and submitted at the time of award to the Contracting Officer, with the signed contract. Post-award, they must be submitted to the Contracting Officer when a new subcontractor or consultant is being requested. (For Basic Ordering Agreements (BOAs), Receivership Basic Ordering Agreements (RBOAs), and Blanket Purchase Agreements (BPAs), it is acceptable for the 3700/46 forms to be executed by the Contractor, subcontractors and consultants at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.) The 3700/46A forms executed by personnel must be submitted to FDIC no later than five (5) business days after starting performance and prior to receiving any sensitive information. The Contractor must submit the 3700/46A forms signed by key personnel to the Contracting Officer and those signed by non-key personnel to the Oversight Manager. Key personnel and non-key personnel who are required to sign a confidentiality agreement, and do not sign, will not be permitted to perform work on the contract. It is acceptable for any key personnel or non-key personnel working on one or more task orders issued under a BOA/RBOA/BPA to sign and submit a single 3700/46A at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.

(e) Information Security and Privacy Awareness Training. Any key personnel or non-key personnel with access to sensitive information, who do not have access to the FDIC network and therefore are unable to take FDIC's on-line Information Security and Privacy Awareness Training using FDIC's internal website, must access the training through FDIC's external website https://www.fdic.gov/buying/goods/acquisition/index.html (under the Miscellaneous section). Upon completion of the training, they must provide confirmation via email to the Oversight Manager. The email must contain the following:

-trainee's name and phone number;
-contract number;
-name of the Contractor (and subcontractor or consultant, if applicable); and
-date the training was completed.

The training and email confirmation to the Oversight Manager must be accomplished prior to the individual's initial receipt of any sensitive information, and annually thereafter until contract performance is completed. The Contractor must keep a record of when the training was accomplished, and provide it to FDIC upon request. Failure to complete this training and provide email confirmations within the required timeframes may result in removal from the contract.

(f) Subcontracts. Contractor must ensure this clause is included in all first–tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

7.5.2-03 - Background Investigations - November 2014

a) Any Contractor Personnel or subcontractor personnel who:
- work on-site at and have unescorted access to FDIC offices or facilities, or
- have access to FDIC networks/systems

must undergo a background investigation, in accordance with FDIC Circular 1610.2. In addition, background investigations are conducted on all Contractor Personnel and subcontractor personnel on contracts and other awards for services with a value greater than $100,000, or on any contract or award at the discretion of the FDIC. The extent of the background investigation conducted will be in direct relation to the risk level assigned either in clause 7.5.2-8, Risk Level Designation - Functional Responsibility or in clause 7.5.2-10, Risk Level Designation - Labor Category. FDIC Circular 1610.2 is available at the FDIC website:
www.fdic.gov/buying/goods/acquisition/index.html

b) Prior to obtaining an FDIC identification/access badge and commencing work under the contract, Contractor Personnel and subcontractor personnel are required to undergo both a fingerprint and a credit check. In addition, Contractor Personnel and subcontractor personnel may be subject to an OPM background investigation, based on the risk level assigned to the functional responsibilities or to the labor categories. No Contractor Personnel or subcontractor personnel, including any new personnel added at any time during the term of the contract, shall be permitted to begin work until the fingerprint and the credit check processes have been completed and FDIC has rendered a favorable determination, and the paperwork for any further OPM background investigations has been submitted.

c) Contractor must provide the Oversight Manager with the following documents for all Contractor Personnel and subcontractor personnel subject to the background investigation requirement:

1) An executed Background Investigation Questionnaire for Contractor Personnel and Subcontractors (FDIC 1600/04);
2) An executed Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10);
3) A Fingerprint Card (The contractor must submit FD Form 258 Fingerprint Card or coordinate with the Oversight Manager to schedule fingerprinting by the Security and Emergency Preparedness Section of FDIC.)

FDIC Forms 1600/04 and 1600/10 are available at the FDIC website:
www.fdic.gov/buying/goods/acquisition/index.html
In addition, where the assigned risk level of the contract mandates background investigations by the Office of Personnel Management, the Contractor must provide the Oversight Manager with the completed paperwork for Contractor Personnel and subcontractor personnel needed to initiate an OPM background investigation. The Oversight Manager will notify the Contractor of the method by which to submit the paperwork - either manually, using Standard Form 85P Questionnaire for Public Trust Positions, or via e-QIP (the OPM Electronic-Questionnaires-for-Investigations-Processing system). If any Contractor Personnel or subcontractor personnel have received a background investigation-clearance from another federal agency within the last 5 years, at the same or a higher risk level as that assigned to this contract, the Contractor may also provide the following to the OM:

A Certificate of Investigation or a Letter of Consent or other documentation from a government agency, verifying the date of the investigation, the investigating agency, the type of investigation completed and the clearance given.

d) Any Contractor Personnel or subcontractor personnel, whose background investigation reveals an adverse finding, may be excluded from working on the contract at the discretion of the Contracting Officer. Contractor is obligated to replace any personnel so excluded with personnel acceptable to FDIC. Replacement of personnel shall be made at no additional cost to the FDIC and without relieving Contractor of performance and delivery requirements of the contract.

e) Contractor must comply with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification for Federal Employees and Contractors". Contractor Personnel and subcontractor personnel must present two forms of identification in original form prior to badge issuance; at least one document must be a valid State or federal government-issued picture ID. Acceptable forms of identification are listed in Form I-9, OMB No., 1615-0047, Employment Eligibility Verification. In addition, Contractor Personnel and subcontractor personnel must appear in person at least once before an FDIC official who is responsible for checking the identification documents. FDIC will not issue identification/access badges to Contractor Personnel and subcontractor personnel until proof-of-identity has been established.

f) Subcontracts. Contractor must include this clause in all its subcontracts to which the conditions and requirements described in this clause would apply. Contractor also must require it subcontractors (first-tier) to include this clause in any of their subcontracts (second-tier) to which the conditions and requirements of this clause would apply.

7.5.2-08 - Risk Level Designation (Functional Responsibility) - November 2014

(a) All work to be performed by personnel of the Contractor or subcontractor(s) fall into one of the functional responsibilities described below:

Functional Responsibilities	Risk Level
Mission-Driven Fund Financial Advisory Services	MODERATE

(b) Post-award background investigations are based on the risk levels assigned to the functional responsibilities.

(c) Personnel performing functional responsibilities designated at the HIGH risk level must be United States Citizens. Personnel performing functional responsibilities designated at the MODERATE or LOW risk levels must be either United States Citizens or Lawful Permanent Residents of the United States.

(d) If an employee of the Contractor or subcontractor may perform more than one functional responsibility, and the assigned risk levels are not the same, the highest of the assigned risk level applies to the employee.

7.5.2-12 - Contractor Notification of Departing Personnel - June 2018

1. No later than 14 days prior to the date of departure/transfer* of contractor or subcontractor personnel who have: 1) access to the FDIC's Network, or unescorted access to FDIC facilities/offices, or access to FDIC sensitive information, or 2) have had a FDIC background investigation completed on them (i.e., contractor personnel or subcontractor personnel who completed FDIC Form 1600/04), the Contractor must notify the FDIC Oversight

Manager of the employee's departure. If a minimum 14 day notice is not possible, notification must be made immediately once it is known the contractor or subcontractor personnel will be departing or transferring to another FDIC contract/task order. The notification shall be emailed to the FDIC Oversight Manager and must include the following:

1) Award Number
2) Contractor Personnel's Name
3) Prime Contractor
4) Subcontractor (when applicable)
5) Contractor or Subcontractor Personnel's Removal Date for the Award Number.

2. Prior to a contractor or subcontractor personnel's departure/transfer*, the contractor or subcontractor personnel must sign Section VI of FDIC Form 3700/25, Pre-Exit Clearance/Transfer Record for Contractor Personnel, certifying, among other things, to the return of all FDIC tangible property and certifying that such contractor or subcontractor personnel will not use FDIC nonpublic information to further its own private interests.

*Contractor or subcontractor personnel who are ending their performance on an FDIC contract/task order, and are not transferring to another FDIC contract/task order, are considered to be departing. Contractor or subcontractor personnel who are ending their performance on an FDIC contract/task order, but are starting performance on another FDIC contract/task order, are considered to be transferring.

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTORS/SUBCONTRACTORS/CONSULTANTS)

This Confidentiality Agreement ("Agreement") is executed this ____ day of _____, 20__, by _____ , contractor/subcontractor/consultant (hereinafter "Contractor"), in conjunction with Contract/BOA/RBOA/Task Order No. _____("The Contract").

For due consideration given, Contractor agrees to the following:

1. Contractor will protect the confidentiality, integrity and availability of the sensitive information Contractor receives from or is given access to by the FDIC, or may obtain by other means, during the course of performing work on The Contract. "Sensitive Information" is defined in FDIC Circular 1360.9, Protecting Sensitive Information, available on the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html, and incorporated herein by reference as amended from time to time.

2. Contractor has read FDIC Circular 1360.9, Protecting Sensitive Information and will abide by the policy described therein and will follow the guidelines given for protecting sensitive information.

3. Contractor will promptly report to the appropriate FDIC official any loss, theft, misuse, misplacement, or unauthorized disclosure of sensitive information of which Contractor has knowledge whether or not Contractor is personally involved. Contractor understands that its anonymity will be maintained to the maximum extent possible when reporting these incidents.

4. Contractor will use sensitive information only as authorized by FDIC. Contractor will not disclose, release, disseminate or transfer any sensitive information to any other person or entity, except as required in the performance of Contractor's duties under The Contract or with the express prior written consent of an authorized representative of the FDIC. Contractor understands that FDIC may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

5. The provisions of this Agreement apply to all officers, directors, partners, and employees of Contractor. Contractor is responsible for the compliance of these parties with the terms hereof.

6. Contractor is responsible for ensuring that its subcontractors and consultants protect the confidentiality, integrity and availability of the sensitive information Contractor receives from or is given access to by the FDIC during the course of performing work on The Contract.

7. Contractor will ensure that its employees performing work under the contract execute the FDIC "Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel)." Contractor will also ensure that its subcontractors and consultants execute a copy of the Agreement and that the personnel of its subcontractor(s) and consultant(s) execute the FDIC "Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel)."

8. Contractor will immediately notify FDIC of any subpoena or court order requiring Contractor to disclose or produce sensitive information and will cooperate with legal counsel for FDIC in any challenge to or appeal from such a subpoena or court order.

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTORS/SUBCONTRACTORS/CONSULTANTS)

9. Contractor will ensure that its employees return all FDIC sensitive information to the Contractor when the employee is no longer working on The Contract and will conduct appropriate exit clearance procedures when employees leave the employment of Contractor to ensure that all FDIC sensitive information remains with Contractor.

10. Contractor will return or destroy, as directed by authorized FDIC personnel, all sensitive information to which it has access or which is in its possession 1) upon demand by an authorized FDIC individual; and/or 2) upon the conclusion of its duties, association, or support to FDIC; and/or 3) upon the determination that its official duties do not require further access to such information.

11. Unless and until released in writing by an authorized representative of FDIC, Contractor understands that all conditions and obligations imposed upon Contractor by this Agreement apply during the time that Contractor is granted access, and at all times thereafter.

12. This Agreement is made and intended for the benefit of the FDIC and may be enforced by the FDIC. By granting Contractor access to information in this context, FDIC may seek any remedy available to it to enforce this Agreement. If Contractor violates the terms and conditions of this Agreement, it could be subjected to administrative, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved. The FDIC has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which Contractor has been given access under the terms of this Agreement.

13. This Agreement is made part of The Contract upon execution and is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office executing The Contract is located.

14. The provisions in this Agreement are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

15. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that applicable policies referenced in this document have been made available to me so that I may read them at this time. I represent and warrant that I have authority to enter into this Agreement.

16. Contractor’s representations in this form are true, complete, and correct to the best of Contractor’s knowledge and belief and are made in good faith. Contractor understands that a knowing and willful false statement on the Agreement can be punished by fine or imprisonment or both (see 18 U.S.C. 1001).

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTORS/SUBCONTRACTORS/CONSULTANTS)

SIGNATURE PAGE

Name of Contractor: _____

By Its Authorized Representative *(Please type or print)*:

Name: _____

Title: _____

Signature: _____

ACCEPTED (FDIC) *(Please type or print)*:

Name: _____

Title: _____

Signature: _____

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTOR/SUBCONTRACTOR/CONSULTANT PERSONNEL)

This Confidentiality Agreement ("Agreement") is executed this ____ day of _____, 20__, by _____ ("Recipient"), in conjunction with Contract/BOA/RBOA/Task Order No. _____ ("The Contract").

For due consideration given, Recipient agrees to the following:

1. Recipient will protect the confidentiality, integrity and availability of the sensitive information Recipient receives from or is given access to by the FDIC, or may obtain by other means, during the course of performing work on The Contract. "Sensitive Information" is defined in FDIC Circular 1360.9, Protecting Sensitive Information, available on the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html and incorporated herein by reference as amended from time to time.

2. Recipient has read FDIC Circular 1360.9, Protecting Sensitive Information and will abide by the policy described therein and follow the guidelines given for protecting sensitive information.

3. Recipient will promptly report to the appropriate FDIC official any loss, theft, misuse, misplacement, or unauthorized disclosure of which recipient has knowledge whether or not recipient is personally involved. Recipient understands that its anonymity will be kept to the maximum extent possible when reporting these incidents.

4. Recipient will use sensitive information only as authorized by FDIC. Recipient will not disclose, release, disseminate or transfer any sensitive information to any other person or entity, except as required in the performance of Recipient's duties under The Contract or with the express prior written consent of an authorized representative of the FDIC. Recipient understands that FDIC may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

5. Recipient will immediately notify FDIC of any subpoena or court order requiring Recipient to disclose or produce sensitive information and will cooperate with legal counsel for FDIC in any challenge to or appeal from such a subpoena or court order.

6. Recipient will return or destroy, as directed by authorized FDIC personnel, all information to which it has access or which is in its possession 1) upon demand by an authorized FDIC individual; and/or 2) upon the conclusion of its duties, association, or support to FDIC; and/or 3) upon the determination that its official duties do not require further access to such information. Recipient agrees that under no circumstances will it remove FDIC sensitive information from the employer's custody and control when leaving the employment of the employer.

7. Unless and until released in writing by an authorized representative of FDIC, Recipient understands that all conditions and obligations imposed upon Recipient by this Agreement apply during the time that Recipient is granted access, and at all times thereafter.

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTOR/SUBCONTRACTOR/CONSULTANT PERSONNEL)

8. This Agreement is made and intended for the benefit of the FDIC and may be enforced by the FDIC. By granting Recipient access to information in this context, FDIC may seek any remedy available to it to enforce this Agreement. If Recipient violates the terms and conditions of this Agreement, it could be subjected to administrative, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved. The FDIC has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which Recipient has been given access under the terms of this Agreement.

9. This Agreement is made part of The Contract upon execution and is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office executing The Contract is located.

10. The provisions in this Agreement are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the applicable policies referenced in this document have been made available to me so that I may read them at this time. I represent and warrant that I have authority to enter into this Agreement.

12. Recipient's representations in this form are true, complete, and correct to the best of Recipient's knowledge and belief and are made in good faith. Recipient understands that a knowing and willful false statement on this Agreement can be punished by fine or imprisonment or both (see 18 U.S.C. 1001).

Federal Deposit Insurance Corporation

CONFIDENTIALITY AGREEMENT

(FOR CONTRACTOR/SUBCONTRACTOR/CONSULTANT PERSONNEL)

SIGNATURE PAGE

RECIPIENT (EMPLOYEE) *(Please type or print)*

Name: _____

Title: _____

Signature: _____

ACCEPTED (FDIC) *(Please type or print)*

Name: _____

Title: _____

Signature: _____

Section I - Contract Clauses

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.1.3-3	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Aug 2018)	August 2018
7.3.1-13	OIG Fraud Hotline	July 2008
7.3.1-14	Order of Precedence	July 2008
7.3.2-35	Calendar Days	July 2008
7.3.2-40	Change in Physical Location	July 2008
7.3.2-42	Contractor Personnel	July 2008
7.3.2-44	Representations of Contractor	July 2008
7.3.2-54	Cooperation with the Office of Inspector General	July 2008
7.3.2-58	Limitation on Payment to Influence Certain Federal Transactions	July 2008
7.3.2-60	Anti-Kickback Procedures	July 2008
7.3.2-62	Equal Opportunity	July 2008
7.3.2-63	Affirmative Action for Workers with Disabilities	July 2008
7.3.2-64	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans	July 2008
7.3.2-65	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans	July 2008
7.3.2-69	Joint and Several Liability	July 2008
7.3.2-73	Compliance with 12 CFR Part 366 and Application of 12 CFR Part 367	September 2009
7.5.4-06	FDIC Rights in Data - General	July 2008
7.5.4-07	Rights in Data - Special Works	January 2010

7.5.8-04	Notice to the FDIC on Damage	July 2008
7.5.8-05	Cost of Insurance	July 2008
7.5.8-11	Liability to Third Persons	July 2008
7.5.9-01	FDIC Exempt from Federal, State, and Local Taxes	July 2008
7.5.12-05	Trade Agreements	May 2018
7.5.12-07	Restrictions on Certain Foreign Purchases	July 2008
7.5.13-05	Payments Under Fixed Price Awards	June 2009
7.5.13-09	Travel Expenses (Non-Reimbursable)	July 2008
7.5.13-17	Right to Offset Contract Payments Against Delinquent Obligations	July 2008
7.5.13-18	Prompt Payment	December 2008
7.5.14-02	Notice and Certification of Claims	July 2008
7.6.4-03	Risk of Loss or Damage	July 2008
7.6.5-01	Changes	July 2008
7.6.5-03	Stop Work Order	July 2008
7.6.5-05	Assignment of Claims	July 2008
7.6.6-01	Termination for Convenience of the FDIC	August 2013
7.6.6-02	Termination for Default	July 2008
7.6.6-04	Excusable Delays	July 2008

Full Text Clauses

7.0.1-02 - Clauses Incorporated by Reference - October 2008

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a contract clause is available in Module 7 of the document entitled Procedures, Guidance and Information (PGI), which may be accessed electronically at the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html.

7.1.2-1 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities - September 2020

(a) Definitions. As used in this clause—

“Covered article” means any hardware, software, or service that–

(1) Is developed or provided by a covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means–
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab;
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—
(1) Providing any covered article that the FDIC will use; and
(2) Using any covered article in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.
(1) In the event the Contractor identifies a covered article provided to the FDIC during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer. For Basic Ordering Agreements (BOAs), Receivership BOAs (RBOAs) and Blanket Purchase Agreements (BPAs), the Contractor shall report to the Contracting Officer for the BOA/RBOA/BPA, and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

7.1.2-2 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment - September 2020

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to FDIC any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FDIC Procedures, Guidance, and Information (PGI) 1.214(b)(iv).

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.
(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For Basic Ordering Agreements (BOAs), Receivership BOAs (RBOAs) and Blanket Purchase Agreements (BPAs), the Contractor shall report to the Contracting Officer for the BOA/RBOA/BPA, and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

7.3.1-15 - Governing Law - July 2008

This contract is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office executing the contract is located (or the law of the District of Columbia for contracts executed by the FDIC office located in the District of Columbia).

7.3.2-33 - Independent Contractors - July 2008

The FDIC retains Contractor as an independent contractor for the sole purpose of performing the services or providing the goods described in this contract. If subcontracting is permitted, the use of the term "Contractor" herein refers to both the Contractor and all Subcontractors at all levels. Contractor must ensure that all Subcontractors adhere to all of the terms and conditions of this contract that have flow-down requirements.

7.3.2-37 - Audit of Records - July 2008

(a) Audit and Inspection Rights. The FDIC, through its Contracting Officer or his designated representative(s), has the right to audit and examine Contractor's records and inspect its facilities. The scope of these rights is described below.

(b) Examination of Costs. Contractor is required to maintain sufficiently detailed records of the costs it incurs in performing this contract The FDIC has the right to audit and examine Contractor's books and records, and its accounting procedures and practices, regardless of their form (e.g., machine readable media) or type (e.g., data bases, applications software, data base management software,). The FDIC has the right to inspect, at reasonable times, the facilities used by Contractor during performance of the contract.

(c) Reports. If Contractor is required to furnish cost, funding or performance reports, the FDIC has the right to audit and examine Contractor's books, records, other documents and supporting materials to evaluate (1) the data underlying the reports and (2) the effectiveness of Contractor's policies and procedures to produce data compatible with the objectives of these reports.

(d) Comptroller General.

(1) The Comptroller General of the United States, or his authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder for a period of three (3) years following final payment under the contract.

(2) The period of access and examination is automatically extended for records relating to claims or litigation arising from the performance of this contract, or costs and expenses of this contract to which the Comptroller General has taken exception, and continues until all claims, litigation, appeals or exceptions are resolved.

(3) This paragraph may not be construed to require contractors or subcontractors to create or maintain any record that the contractor or subcontractor does not maintain in ordinary course of business or pursuant to a provision of law.

(e) Retention Requirement. Contractor must retain the materials described in paragraphs (b) and (c) above for three (3) years following final payment under this contract, or for any longer period required by statute or another clause in this contract. Contractor must make the materials available to the FDIC for audit, examination and reproduction, at reasonable times during the retention period. Contractor must also provide the FDIC with working space at its facilities to conduct the audit and examination. If this contract is terminated, completely or partially,

Contractor must maintain the materials described in subparagraphs (b) and (c) above for three (3) years following any final settlement Contractor must maintain, and make available to the FDIC, records relating to appeals under the "Disputes" clause of this contract, or to claims or litigation arising under or from this contract, until the appeals, claims or litigation are resolved.

(f) Computer Data. Contractor may transfer computer data in machine readable form from one reliable computer medium to another. Contractor's computer data retention and transfer procedures must maintain the integrity, reliability and security of the original data. Contractor's choice of media affects neither Contractor's obligations nor the FDIC's rights under this clause.

(g) Subcontracts. Contractor is required to insert a clause containing all the terms of this clause, including this subparagraph (g) - altered as necessary to identify properly the contracting parties and the Contracting Officer under the FDIC prime contract - in all subcontracts under this contract that exceed $100,000.

7.3.2-57 - Public Release of Contract Award and Advertising and Publicity Information - April 2013

(a) The Contractor, its affiliates, agents or subcontractors, and their respective employees shall not issue press releases or provide other information to the public regarding any FDIC contract award.

(b) The Contractor, its affiliates, agents or subcontractors, and their respective employees shall not make statements to the media or issue press releases regarding the goods or services provided under this Contract. Requests for information from anyone representing themselves as working for, or on the behalf of, a media or news organization must be directed to the Contracting Officer, who will obtain appropriate approval from the FDIC Office of Communications at 202-898-6993.

(c) Advertising or publicity materials (including the placement of information in its website):

(1) The Contractor may include a reference to "FDIC" or "Federal Deposit Insurance Corporation" in a list of the Contractor's clients, along with a short, broad description of the goods or services provided, such as "FDIC - IT Services" or "FDIC - Security Services". In no event may any confidential information regarding the details of the contract or the name of the financial institutions where work is being performed be disclosed.

(2) Without the prior written approval from the Contracting Officer, the Contractor shall not:

(i) issue or sponsor any advertising or publicity (including the placement of information in its website) that states or implies the FDIC endorses, recommends or prefers the Contractor's goods or services. (ii) use the FDIC's logo or other FDIC material or refer to the FDIC in its advertising and publicity materials (including its website).

All requests for such approvals must be submitted to the Contracting Officer at least 30 days prior to the scheduled release of advertising or publicity materials. The Contracting Officer will coordinate with the FDIC Office of Communications and notify the Contractor of the final decision.

(d) The prohibitions addressed in the preceding paragraphs also apply to information placed on social networks (Twitter, LinkedIn, Facebook, blogs, etc.).

(e) The Contractor agrees to include this clause in all its subcontracts under this contract.

7.3.2-72 - FDIC Contracting Capacity - Contracts/Task Orders/Delivery Orders - July 2009

FDIC is acting in its corporate capacity for this award and will execute it in this capacity throughout the period of performance.

7.4.2-05 - Basic Safeguarding of Covered Contractor Information Systems - August 2018

(a) Definitions. As used in this clause:

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage

physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract in which the subcontractor may have Federal contract information residing in or transiting through its information system.

7.5.2-04 - Contractor Submittal of Current Personnel - December 2017

The Contractor is required to submit a current list of contractor and subcontractor personnel, including all key personnel, that are working under the award and for which a background investigation was required, in accordance with clause 7.5.2-3, Background Investigations. The contractor must also include a list of all contractor and subcontractor personnel that have been removed from the award since the previous quarterly report. The list of personnel must be submitted to the FDIC Oversight Manager by the beginning of each quarter (January 1st, April 1st, July 1st, and October 1st) for the duration of the award. Both reports are to be submitted in the same email, as follows:

1) The current contractor and subcontractor personnel list shall be submitted by email, in a Microsoft Excel or compatible software file, and must include:

a) Award Number
b) Contractor Personnel’s Name
c) Prime Contractor
d) Subcontractor (when applicable)
e) Contractor or Subcontractor Personnel’s on-board date for the Award Number

2) A list of all contractor and subcontractor personnel that have been removed from the award since the previous quarterly report, or a negative response, shall be submitted by email with “1)” above, in a Microsoft Excel or compatible software file, and must include:

a) Award Number
b) Contractor Personnel’s Name
c) Prime Contractor
d) Subcontractor (when applicable)
e) Contractor or Subcontractor Personnel’s removal date for the Award Number

7.5.3-01 - Section 508, Information and Communication Technology (ICT) - November 2019

(a) Definition:
Information and Communication Technology (ICT) - Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content.
(b) If this award is for the purchase, development, or maintenance of Information and Communication Technology (ICT), the items or services must, at the time of delivery, be in compliance with the following:
1) Section 508 of the Rehabilitation Act and the Architectural and Transportation Barriers Compliance Board's (Access Board's) Information and Communication Technology Standards and Guidelines (36 CFR Part 1194) - https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule ;
2) FDIC regulation 12 CFR §352.5 - http://www.fdic.gov/regulations/laws/rules/2000-7400.html#2000part352.5; and
3) FDIC Circular 2711.1, Information and Communication Technology (ICT) Accessibility Pursuant to Section 508 of the Rehabilitation Act of 1973, is the FDIC policy for implementation of Section 508. The circular is available at https://www.fdic.gov/about/diversity/pdf/2711-1.pdf.

7.5.6-04 - Approved Subcontractors and Consent to Subcontract - July 2014

The Contractor must not engage subcontractors to perform any of its responsibilities without the prior written approval of the FDIC. The Contractor must notify the FDIC of any changes in subcontracting arrangements. If the Contractor proposes to add a subcontractor after award, the Contractor must obtain consent from the Contracting Officer. The Contractor must send a written request to the Contracting Officer, along with a Subcontracting Plan, or amended Subcontracting Plan, as applicable, which sets forth the following:

(1) Name, address and Data Universal Numbering System (DUNS) number of the subcontractor if the subcontractor has a DUNS number. (Note: A subcontractor is considered to be any entity or person, other than an employee of the Contractor, that will receive payment from the Contractor and is a direct charge to the contract.);
(2) Summary of capabilities of the subcontractor;
(3) Description of roles of Key Personnel of the subcontractor;
(4) Estimated percentage of work to be performed by the subcontractor, based on dollars (i.e., dollars to be paid to subcontractor divided by the total award amount);
(5) Description of services to be performed or goods/material to be provided by the subcontractor;
(6) Minority or Woman Owned Business (MWOB) designation of the subcontractor, i.e., Women-Owned, Minority-Owned. If Minority-Owned, also provide the subcontractor's ethnic/racial category from the following list:

Asian-Pacific American
Subcontinent Asian (Asian-Indian) American
Black American
Hispanic American
Native American
Other than one of the preceding;

(7) Designation of the subcontractor as a Small Business, Small Disadvantaged Business, Small Business Administration 8(a), Historically Underutilized Business Zone (HUBZone), Veteran Owned and/or Service Disabled Veteran Owned Business; and
(8) Rationale and the offeror's policy for subcontracting, including a description of how the subcontracting commitments will be met.

In the case of time and material or labor hour contracts, the contractor must provide pricing support for the reasonableness of the proposed labor rates. If markup on the subcontractor rates has been approved by the Contracting Officer, any proposed markup rates must be identified in the pricing support.

A subcontractor must not begin work until the contractor receives written approval by the FDIC Contracting Officer.

The following subcontractors are approved for performance under this contract: TBD

Consent by the FDIC to any proposed subcontractor does 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 award. Contractor must notify the FDIC Contracting Officer of any changes in subcontracting arrangements.

7.5.8-01 - Liability Insurance - April 2010

Contractor, before commencing work or permitting any subcontractor to commence work, shall procure and maintain the following insurance or, should such insurance be cancelled, the FDIC shall have the right to procure such insurance and the cost thereof shall 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 shall not be deemed to be relieved of any responsibility by the fact that Contractor carries insurance. The FDIC shall 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 shall not be less than One Hundred Thousand Dollars ($100,000) for any one accident; and

(b) Comprehensive Bodily Injury and Property Damage Liability Insurance covering the work, the performance of the work and everything incidental thereto, with Bodily Injury (including death) and Property Damage limits of not less than Five Million Dollars ($5,000,000) per occurrence combined single limit. This policy shall be endorsed to cover: Contractual liability coverage, completed operations coverage, and broad form property damage endorsement; and

(c) Automobile Public Liability and Property Damage Insurance, including coverage on owned, hired, and non-owned automobiles and other vehicles, if used in connection with the performance of the work, with Bodily Injury and Property Damage limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit; and

(d) Such other insurance as may be required elsewhere in the Agreement documents.

The FDIC shall be named as Additional Insured under Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance, and Automobile Public Liability and Property Damage Insurance coverage. Contractor's insurance shall be primary.

7.5.14-01 - Disputes - June 2012

Except as otherwise provided in this award, any factual dispute arising under this award, which is not disposed of by agreement, will be decided by the Contracting Officer. The Contracting Officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made. The Contracting Officer will furnish the contractor with a copy of the written decision.

The decision of the Contracting Officer is final and conclusive unless the contractor submits a written request for appeal of the decision to the Division of Administration, Acquisition Services Branch (ASB), Deputy Director, within 60 days from receipt of the Contracting Officer decision. The ASB Deputy Director must, within 30 days, decide the claim or notify the contractor of the date by which the decision will be made. The decision of the ASB Deputy Director is final and conclusive unless a court of competent jurisdiction finds the decision fraudulent, arbitrary and capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. The contractor has 180 days from the date of the ASB Deputy Director's decision to appeal to a court of competent jurisdiction.

Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal, if it requests. Pending final decision of a dispute, Contractor remains obligated to proceed diligently with the performance of the contract, in accordance with the Contracting Officer's decision.

Questions of law may be considered in deciding disputes under the process described above. However, consideration of questions of law by any administrative official, representative or board is not a final decision, and is not to be construed as one.

7.6.3-02 - Contractor Return, Destruction and Retention of FDIC Information - July 2017

(a) Definitions:
“FDIC Information” as used in this clause, includes all recorded information, regardless of form or characteristics, that is created for FDIC use or received by or on behalf of FDIC and delivered to, or falling under the legal control of the FDIC in connection with the transaction of public business by the FDIC or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the FDIC and because of the informational value of data in the recorded information.

The term FDIC information:
(1) includes FDIC business records;
(2) applies to information created, received, or maintained by Contractors pursuant to their FDIC contract; and
(3) may include deliverables and documentation associated with deliverables.

(b) Maintenance of FDIC Information:

(1) Contractor shall comply with all applicable records management laws, regulations, as well as all FDIC records retention policies, including policies associated with the safeguarding of information covered by the Privacy Act of 1974 (5 U.S.C. 552a).

(2) FDIC Information is subject to FDIC policies, Federal laws, including, but not exclusively, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended and the Privacy Act of 1974 (5 U.S.C. 552a), as amended, and must be managed and scheduled for disposition only as permitted by statute or FDIC policy.

(3) Contractor shall maintain and manage all FDIC Information in accordance with Federal laws and FDIC policies.

Electronically stored information (ESI) and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the information.

(4) The contractor is responsible for preventing the alienation or unauthorized destruction of FDIC Information, including all forms of mutilation. FDIC Information may not be destroyed except in accordance with the provisions of the FDIC records retention policies and with the written concurrence of the FDIC.

(c) Return, Destruction and Retention of FDIC Information

(1) Upon the conclusion of the contract by expiration, termination, cancelation or otherwise identified in the contract, FDIC Information and records in the possession or control of the contractor shall be returned or destroyed, as stated in the contract or as directed by the FDIC. The contractor shall execute destruction in accordance with the guidelines for media sanitization contained in the most current version of NIST SP 800-88, Guidelines for Media Sanitization, and submit to the Oversight Manager and Contracting Officer a certification thereof. Exceptions to the requirement that FDIC Information be returned or destroyed at the conclusion of the contract include the information addressed in clause 7.3.2-37 Audit of Records, and that addressed in paragraph (i).

(i) FDIC Information may be retained for a period after contract conclusion if such information is required to be retained by the contractor based on law and/or regulation. Upon award and throughout the period of the contract, the contractor shall notify the Contracting Officer and Oversight Manager in writing as soon as the contractor determines a law and/or regulation requires retention of information after contract conclusion.

(ii) If the contractor is required by law and/or regulation to retain FDIC Information after contract conclusion, the contractor agrees to do the following:

(A) Identify the law or regulation requiring the retention and length of the retention period;
(B) Maintain the FDIC Information in accordance with all security requirements of the contract;
(C) Provide an inventory of all FDIC Information that will be retained after conclusion of the contract;
(D) Notify the FDIC when the retention period has expired and follow FDIC instructions as to manner of destruction and/or return of the FDIC Information; and
(E) Execute destruction in accordance with the guidelines for media sanitization contained in the most current version of NIST SP 800-88, Guidelines for Media Sanitization, and submit to the Oversight Manager and Contracting Officer a certification thereof.

(iii) If the conditions of paragraphs (i) apply and the contractor is authorized by the Contracting Officer to retain FDIC Information, the contractor agrees to comply with all contract provisions impacting security of the information during the period of retention, including, but not exclusively:
7.4.2-2 Off-site Processing and Storing of FDIC Information
7.5.1-1 Privacy Act
7.5.1-2 Protecting Sensitive Information
7.5.2-8 Risk Level Designation (Functional Responsibility)
7.5.2-10 Risk Level Designation (Labor Category)

All of the referenced clauses, to the extent included in the contract, along with the following clauses, shall survive conclusion of the contract:
7.3.1-03 Restriction on Disclosure of Information

7.3.1-15 Governing Law
7.3.2-37 Audit of Records
7.3.2-54 Cooperation with the Office of Inspector General
7.5.4-06 Rights in Data General
7.5.4-07 Rights in Data Special Works
7.5.4-08 Rights in Data Existing Works
7.5.8-01 Liability Insurance
7.5.8-05 Cost of Insurance
7.5.14-01 Disputes

(2) The requirements of this clause do not rescind the contractor's responsibility for compliance with other applicable Federal statutory or regulatory requirements that may apply to the contract.

(3) Retention of FDIC Information after contract conclusion is for the sole benefit of the contractor and shall be at no cost to the FDIC.

(4) During the period of retention of FDIC Information, the contractor shall only allow access to such information by individuals who continue to meet the requirements for access under the FDIC Contract.

(d) Subcontracts
Contractor must ensure this clause is included in all first-tier and lower tier subcontracts to which the conditions and requirements described in this clause would apply. The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontract) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to the contract.

7.6.4-04 - Fair Inclusion of Minorities and Women - September 2018

(a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts under this Contract whose dollar value exceeds $100,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from FDIC, the Contractor shall provide documentation, satisfactory to FDIC, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, "good faith effort" may include actions by the contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

(b) The documentation requested by the Contracting Officer to demonstrate "good faith effort" may include, but is not limited to, one or more of the following:

1. The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);
2. A list of subcontract awards under the Contract that includes: dollar amount, date of award, and subcontractor's

minority and/or gender ownership status;
3. Information similar to that required in item 1, above, with respect to each subcontractor with a subcontract value that exceeds $100,000; and/or
4. The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. 111-203, 124 Stat. 1376 (2010) (Dodd-Frank Act), a failure to demonstrate to the Director of FDIC's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the Contract for default, referral to the Office of Federal Contract Compliance Programs, or other appropriate action.

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

Section J - List of Attachments

Order of Appearance	Name
Attachment (1)	Proposal Signature Page
Attachment (2)	Proposal Requirements – CORHQ-20-R-0509

Section K - Representations, Certifications and Other Statements of Offerors

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.3.1-03	Restriction on Disclosure of Information	July 2008

Full Text Clauses

7.3.2-45 - Preamble to Contractor Representations and Certifications - November 2009

Contractor is subject to the provisions of 12 Code of Federal Regulations Chapter III, Part 366, which may be found at: http://www.fdic.gov/buying/goods/acquisition/index.html. The representations and certifications set out in this solicitation must be completed by an official authorized to bind the contractor, and must be returned with its proposal. These representations and certifications concern matters within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the contractor and certifying official subject to prosecution under 18 United States Code 1001, 1007, and 1014. (For purposes of these certifications, the Federal Deposit Insurance Corporation (FDIC) is considered an agency of the United States only with respect to its rights and remedies under Title 18 of the United States Code). In addition, any misrepresentations or false, fictitious, or fraudulent certifications may render the contractor and the certifying official subject to administrative remedies available to the FDIC, which include suspension and/or exclusion from contracting, or termination of the contract, (12 CFR 366.16; 12 CFR Part 367).

The offeror must provide notice to the Contracting Officer within 10 business days of discovery or at any time prior to contract award, if the contractor learns that one or more of its representations and certifications were erroneous when submitted or have become erroneous by reason of changed circumstances.

The signature of the offeror on the face page of this solicitation constitutes the making of the applicable representations and certifications. The applicable representations and certifications will be incorporated by reference into any contract awarded to the offeror under this solicitation.

PRIVACY ACT STATEMENT

Collection of this information is authorized by the Federal Deposit Insurance Act, 12 U.S.C. 1819, 1821 and Executive Order 9397. This information will be used primarily to examine a contractor's eligibility for potential FDIC contract award; the information provided may be disclosed to licensing authorities by the FDIC in examining the contractor's eligibility.Information may also be disclosed to appropriate Federal, state or local agencies for law enforcement purposes when a violation or possible violation of a civil or criminal law is apparent; to individuals involved in judicial or administrative proceedings; and to a Congressional office in response to an inquiry made at the individual's request. Information may also be disclosed in accordance with the other routine uses set forth in the FDIC's Financial Information System 30-64-0012. Furnishing the requested information is voluntary. However, failure to furnish all requested information may preclude you from receiving an FDIC contract.

7.3.2-46 - Integrity and Fitness Representations and Certifications - November 2009

Answer all questions and fill in the information asked for.

I. IDENTIFYING INFORMATION:

(a) Type of Organization

The contractor operates as [ ] an individual, [ ] a State or local agency, [ ] a partnership, [ ] a joint venture, [ ] a nonprofit organization, [ ] an educational institution, [ ] a corporation organized and existing under the laws of the state of _____.

(b) Parent Information

The contractor [ ] is [ ] is not owned or controlled by a parent company. If it is, complete the blanks below and include an organizational chart of parent company:

NAME OF PARENT COMPANY _____

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

(c) Joint Venture Information

The contractor [ ] is [ ] is not a joint venture. If contractor is a joint venture, complete the information below.

NAME OF JOINT VENTURE PARTNER _____

JV PARTNER'S DUNS NUMBER _____

JV'S DUNS NUMBER (If different) _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

Has a Joint Venture Agreement been executed? [ ] Yes, [ ] No (If yes, attach Agreement.)

(d) Subcontractor Information

The contractor [ ] will [ ] will not use subcontractors in the performance of the contract. If it will, complete the information below.

NAME OF SUBCONTRACTOR _____

DUNS NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

NAME OF SUBCONTRACTOR _____

DUNS NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

NAME OF SUBCONTRACTOR _____

DUNS NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

(If additional space is necessary, attach separate sheets.)

II. PART 366 INTEGRITY AND FITNESS

a) Unique Terms

Unique terms used in these representations and certifications are described in 12 CFR Part 366 as follows:

(1) Conflict of interest occurs when a contractor, any entity that owns or controls a contractor, or any entity the contractor owns or controls:

(i) Has a personal, business, or financial interest or relationship that relates to the services performed under the contract; or

(ii) Is a party to litigation against the FDIC, or represents a party that is; or

(iii) Submits an offer to acquire an asset from FDIC for which services were performed during the past three years, unless the contract allows for the acquisition.

(2) Ownership or control:

(i) The president or chief executive officer has control of an organization.

(ii) A partner in a small law firm has ownership or control. A partner in a large multinational law firm may not have ownership or control.

(iii) A general partner of a limited partnership has control. Ownership or control exists when there is an interest of twenty five percent (25%) or more in a limited partnership.

(iv) Ownership or control is evidenced by the:

1. Power to vote, directly or indirectly, 25% or more interest of any class of voting stock of a company;

2. Ability to direct in any manner the election of a majority of a company's directors or trustees; or

3. Ability to exercise a controlling influence over the company's management and policies.

(3) Default on a material obligation occurs when a loan or advance with an outstanding balance of more than $50,000 is or was delinquent for ninety (90) days or more.

(4) FDIC-insured depository institution includes any bank or savings association the deposits of which are insured by the FDIC.

(5) Management official includes any shareholder, employee, or partner who controls a company and any individual who directs the day-to-day operations of a company. With respect to a partnership whose management committee or executive committee has responsibility for the day-to-day operations of the partnership, management official includes a member of such a committee but, if no such committee exists, management official includes each of the general partners.

(6) Pattern or practice of defalcation regarding obligations:

A pattern or practice of defalcation under 12 CFR section 366.3(c) exists when the contractor, any person that owns or controls the contractor, or any entity the contractor owns or controls has a legal responsibility for the payment on at least two obligations that are:

(i) To one or more FDIC-insured depository institutions;

(ii) More than ninety (90) days delinquent in the payment of principal, interest, or a combination thereof; and

(iii) More than $50,000 each.

(7) Person includes an individual, corporation, partnership or other entity with a legally independent existence.

(8) Substantial loss to Federal deposit insurance fund:

A substantial loss to a Federal deposit insurance fund under 12 CFR section 366.3(d) exists when the contractor, or any person that owns or controls the contractor, or any entity the contractor owns or controls has:

(i) An obligation to us that is delinquent for ninety (90) days or more and on which there is an outstanding balance of principal, interest, or a combination thereof of more than $50,000;

(ii) An unpaid final judgment in our favor that is in excess of $50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding;

(iii) A deficiency balance following foreclosure of collateral on an obligation owed to us that is in excess of $50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding; or

(iv) A loss to us that is in excess of $50,000 that we report on IRS Form 1099-C, Information Reporting for Discharge of Indebtedness.

(b) Representations as to Eligibility (12 CFR 366.3)

To the best of the contractor's knowledge:

(1) Has the contractor been convicted of a felony?

[ ] Yes [ ] No (If yes, explain below.)

(2) Has the contractor been removed from or prohibited from participating in the affairs of an FDIC-insured depository institution because of a Federal banking agency action?

[ ] Yes [ ] No (If yes, explain below.)

(3) Has the contractor demonstrated a pattern or practice of defalcation regarding obligations?

[[Yes [ ] No (If yes, explain below.)

(4) Is the contractor responsible for a substantial loss to a Federal deposit insurance fund?

[ ] Yes [ ] No (if yes, explain below.)

As used herein, "pattern or practice of defalcation"is described in 12 CFR 366.4 and "a substantial loss to a Federal deposit insurance fund" is described in 12 CFR 366.5 both are reproduced in Part II(a) of these representations and certifications for your convenience.

(c) Representations as to Conflicts of Interest (12 CFR 366.9)

Answers to the following four (4) questions regarding conflicts of interest are provided for the contractor, its officers, directors, any management officials, any persons that own or control you or you own or control; and any employees, agents, or subcontractors who will perform services under the contract:

(1) Do any such person(s) have a personal, business, or financial interest or relationship that relates to the services you perform under the contract?

[ ] Yes [ ] No (if yes, explain below.)

(2) Are any such person(s) a party to litigation against us, or represent a party that is?

[ ] Yes [ ] No (if yes, explain below.)

(3) Are any such person(s) submitting an offer to acquire an asset from us for which services were performed during the past three years, unless the contract allows for the acquisition?

[ ] Yes [ ] No (if yes, explain below.)

(4) Does the contractor recognize that it generally may not later purchase assets it will manage under this contract and performance of this contract may disqualify the contractor from follow-up work where information obtained in the performance of the contract gives the contractor an unfair competitive advantage?

[ ] Yes [ ] No (if no, explain below.)

If the contractor cannot certify that there are no conflicts of interest, it may describe the circumstances of any conflicts and request a waiver in accordance with CFR 366.10 or propose a method for the elimination of the conflict.

(d) Representations as to Defaults (CFR 366.14(b))

Has the contractor or any company under the contractor's control defaulted on a material obligation during the five (5) years proceeding the submission of this offer?

[ ] Yes [ ] No (If yes, attach a description of all such instances.)

A "default on a material obligation" occurs when a loan or advance with an outstanding balance of more than $50,000 is or was delinquent for ninety (90) days or more.

(e) Representations as to Employees and Subcontractors (CFR 366.14(d))

Does the contractor agree that without a waiver, it will employ only persons who meet the requirements of 12 CFR Part 366 to perform services on behalf of FDIC?

[ ] Yes [ ] No (If no, explain below.)

III. RETENTION OF INFORMATION
A contractor must retain the information upon which it relied in preparing its integrity and fitness representations and making its certifications during the term of the contract and for a period of three (3) years following the termination or expiration of the contract, and make such information available for review by FDIC upon request.

7.3.2-47 - Additional Information - Representations, Certifications and Other Statements of the Offeror - July 2008

The offeror must complete the Section K, Representations, Certifications and Other Statements of the Offeror, and submit them with its proposal in a section entitled "Additional Information". Do not retype the Representations and Certifications; simply complete and return the signed original and one copy. Should there be any material change that affects the accuracy of the information in the Representations and Certifications after they have been submitted, the offeror must file new Representations and Certifications with the FDIC.

The offeror (prime contractor) is responsible for:
- Obtaining the Section K clause 7.3.2-46 Integrity and Fitness Representations and Certifications from its subcontractors with subcontracts valued at $100,000 or more;
- Reviewing them for accuracy and completeness;
- Ensuring no subcontracts are issued to third parties who do not meet the requirements addressed in the representations and certifications;

- Referring any conflicts revealed by the certifications or that arise during the course of performing work to the Contracting Officer;
- Maintaining the representations and certifications; and
- Making the representations and certifications available to the Contracting Officer, upon request.

7.3.2-48 - Certification of Registration in System for Award Management (SAM) - March 2014

(a) The offeror certifies that it is registered in the System for Award Management (SAM) at www.sam.gov, and that all information in SAM is correct, including its socio-economic status.

[ ] Yes [ ] No

An offeror that marks "No" must also complete the certification in paragraph (b).

(b) The offeror certifies that it is in the process of registering in the System for Award Management (SAM) at www.sam.gov, and will enter correct information in SAM, including its socio-economic status.

[ ] Yes [ ] No

(c) The socio-economic groups in SAM are as follows:

Women-Owned Business
Minority-Owned Business
Small Disadvantaged Business

For Minority-Owned Businesses, the ethnic/racial categories are as follows:

Asian-Pacific American Owned
Subcontinent Asian (Asian-Indian) American Owned
Black American Owned
Hispanic American Owned
Native American Owned
Other than one of the preceding

7.3.2-49 - Small Business Representation - June 2011

(a) NAICS code and size standard:

(1) The North American Industry Classification System (NAICS) code for this acquisition is 523930, Investment Advice, as identified on the cover page of the solicitation.

(2) The small business size standard is $41.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representation.

(1) This acquisition is not a Small-Business Set-Aside. However, for general statistical purposes, the offeror represents as part of its quote or offer that it [_] is, [_] is not a small business concern.

7.3.2-50 - Certificate of Independent Price Determination - July 2008

(a) The offer certifies that:

(1) The prices in this proposal have been arrived at independently, without, for the purposes of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (I) those prices, (ii) the intention to submit an offer or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this proposal have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

(b) Each signature on the proposal is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible within that organization for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to (a)(1) through (a)(3) above, or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____

_____

_____

_____(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the offeror's organization);
(ii) As an authorized agent, certifies that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) A proposal will not be considered for award where (a)(1), (a)(3) or (b) above has been deleted or modified. If the offeror deleted or modifies (a)(2) above, the offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

7.3.2-52 - Equal Opportunity Certification - July 2008

The offeror represents that --

(a) It [ ] has [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

The offeror also represents that --

(d) It [ ] has developed and has on file [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(e) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7.3.2-53 - Certification Regarding Fair Inclusion of Minorities and Women - November 2014

(a) The Contractor certifies to the following: [ ] Yes [ ] No

(1) It is committed to equal opportunity in employment and contracting.
(2) It has made and will continue to make, or will make during the course of this contract, a good faith effort to ensure, to the maximum extent possible, the fair inclusion of minorities and women in its workforce and in the workforces of its applicable subcontractors,
(3) For purposes of this certification,
“minority” shall have the meaning set forth in Section 342 (g) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376 (2010); and
“Applicable Subcontractor” refers to all tiers of subcontractors under this contract whose subcontract exceeds $100,000 in value; and
“Good faith effort,” may include actions by the contractor intended to identify and, if present, remove barriers to minority and women within its workforce or expand employment opportunities for minorities and women within its workforce. Efforts to remove such barriers or expand employment opportunities may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

(b) If the Contractor answers “No” to paragraph (a) above, an explanation must be provided:
_____
_____
_____

7.3.2-55 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions - November 2009

(a) Definitions. As used in this provision - "Lobbying contact" has the meaning provided at 2 U.S.C. Sec.1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in clause 7.3.2-58 entitled "Limitation on Payments to Influence Certain Federal Transactions".

(b) Prohibition. The prohibition and exceptions contained in clause 7.3.2-58
entitled "Limitation on Payments to Influence Certain Federal Transactions" are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. Sec.1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

7.3.2-67 - Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability - April 2016

(a) FDIC may not enter into a contract with any corporation that -

Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that -
It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(Authority: Section 744 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235)).

7.3.2-76 - Covered Telecommunications Equipment or Services-Representation - September 2020

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 7.1.2-2, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)

(https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the FDIC in the performance of any contract, subcontract, or other contractual instrument.

7.3.2-77 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment - September 2020

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 7.3.2-76, Covered Telecommunications Equipment or Services-Representation.

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 7.1.2-2, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the FDIC in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler

number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

7.5.12-06 - Trade Agreements Certificate - May 2018

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.
Other End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The FDIC will evaluate offers in accordance with the policies and procedures of the Trade Agreements Act. For line items covered by the WTO GPA, the FDIC will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Section L - Instructions, Conditions, and Notices to Offerors

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
7.3.1-01	Disposition of Submitted Material	July 2008
7.3.1-02	System for Award Management	March 2014
7.3.1-04	Solicitation Requirements, Terms and Conditions	July 2008
7.3.1-07	Proprietary Information	July 2008
7.3.1-08	Amendments, Extensions, and Cancellations	July 2008
7.3.2-02	References to Time	July 2008
7.3.2-03	Outreach Program: SDB, Minority-Owned and Women-Owned Business Concerns	July 2008
7.3.2-07	Submission of Offers in the English Language and in U.S. Currency	July 2008
7.3.2-08	Award of Contract - Competitive	July 2008
7.3.2-14	Non-Responsive Proposals	July 2008
7.3.2-28	Late Proposals, Modifications of Proposals, and Withdrawals of Proposals	July 2008
7.3.2-30	Rejecting Proposals/Waiving Informalities	July 2008

Full Text Clauses

7.0.1-01 - Solicitation Provision Incorporated by Reference - October 2008

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of a solicitation provision is available in Module 7 of the document entitled Procedures, Guidance and Information (PGI), which may be accessed electronically at the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html.

7.1.3-1 - Post-Government Employment Certification (Pre-Award) - May 2009

Any former Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) employee who the offeror proposes to use in performance of work under the contract or its subcontracts must complete the post-government employment certification found at FDIC website www.fdic.gov/buying/goods/acquisition/index.html. The offeror shall submit the certification(s) in the volume of its proposal entitled "Additional Information". The

certification(s) of the successful offeror will be reviewed by the FDIC Legal Division Ethics Unit to determine compliance with post-government employment restrictions. The former employee may be required to provide additional information as to their position and responsibilities while employed at FDIC or RTC and as a post-government employee working on the FDIC contract or subcontract.

7.3.1-06 - Identification and Delivery of Proposals - March 2009

Proposals are due by 1:00 p.m. EST (local time-Washington, D.C.) on Wednesday, December 2, 2020.

Proposals received after that date and time may be returned without any review by the FDIC.

Proposals and amendments to proposals must be (1) marked with the solicitation number and the name and address of the offeror and (2) submitted via email to the contracting officer, Richard Sites, at rsites@FDIC.gov

NOTE: 25MB size limitation for incoming email messages.

7.3.2-01 - Description of Goods or Services - July 2008

The FDIC is requesting proposals to perform the following activities:

Mission-Driven Fund Financial Advisory Services

The goods or services the FDIC requires are described in Section C -Description/Specifications/Work Statement. The term "proposal" as may be used in this document refers to the written offer, written information, and pricing information. Each of the elements is further described in Section L, Instructions, Conditions, and Notices to Offerors, of this solicitation.

7.3.2-06 - Questions Regarding Solicitation - July 2008

The FDIC will respond to questions or requests for clarification, submitted in writing by an offeror, regarding this solicitation. Questions or requests for clarification must be received by 1:00 p.m. on Friday, November 20, 2020, by email to Richard Sites at rsites@FDIC.gov.

The FDIC will provide a copy of the questions and any written responses or clarifications to all firms from whom proposals have been solicited.

7.3.2-10 - General Proposal Instructions - Oral Presentation - July 2008

(a) This solicitation does not commit the FDIC to award any contract, to pay any cost incurred related to proposal submission, oral presentation, or any subsequent negotiations. It is also the offeror's responsibility to inform the FDIC of any present, pending or possible future conflict of interest.

(b) Because the FDIC expects to receive and analyze a large volume of data in selection of the successful offeror, proposals shall be made strictly in accordance with the proposal format set forth herein. Failure to comply with the terms and conditions of this solicitation may result in the offeror being removed from consideration for award.

(c) Each proposal shall have a signed Proposal Signature Page (see Attachment (1)) and be divided into five (5) separate volumes:

Volume 1 - Mission Capability
Volume 2 - Past Performance
Volume 3 - Pricing
Volume 4 - Additional Information
Volume 5 - Background Investigation Questionnaires

Proposal Signature Page (see Attachment (1)) shall be included in Volume 4 - Additional Information.

The numbers of printed copies to be submitted for each volume are specified in other provisions of this solicitation. Offeror must submit the proposal electronically via email. Each volume of the proposal must be a separate file (PDF) and named as follows:

V1_MissionCapability
V2_PastPerformance
V3_Pricing
V4_AdditionalInfo
V5_BIQuestionnaires

(d) Submit proposal in accordance with the requirements in Attachment (2). If the proposal exceeds the page limits identified in the solicitation, the proposal may be determined non-responsive and returned to the offeror. The following will not be included in the page count limitations: cover pages, table of contents, glossaries, blank pages and a compliance matrix (if proposed).

(e) Offeror must agree with all the terms and conditions of the solicitation and resulting contract award. Any exceptions to the terms and conditions of the solicitation and resulting award, including the attachments, may result in the offeror being removed from consideration for award.

(f) The FDIC reserves the right to conduct Oral Presentations if determined necessary. The requirements for Oral Presentations, including topics to be presented and any deliverables, are identified in the provision "Oral Presentation".

7.3.2-11 - Pricing Proposal (Firm-Fixed-Price) - April 2011

Offeror shall submit one original of Volume 3 - Pricing.

(a) Pricing Schedule. Offeror shall complete and submit Section B - Supplies or Services and Prices/Costs of this solicitation.

(b) Travel costs will not be reimbursed separately; factor any travel costs into your proposed firm-fixed price.

(c) Sales Tax Exemption. FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it is not required to pay sales tax on invoices submitted to it and if included, the amounts will be deducted from the total amount invoiced.

7.3.2-13 - Effective Period of Offer - July 2008

The proposal shall be signed by an authorized officer of the company who can commit the offeror, and shall include a statement that the offer is valid for a period of not less than 120 days, unless withdrawn by written notice to the Contracting Officer.

7.3.2-15 - Mission Capability - Proposal Instructions - August 2018

Offeror shall submit one original of Volume 1 - Mission Capability.

Do not include any pricing information in this volume. Volume 1 - Mission Capability must include the information described below.

Volume 1 - Mission Capability should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability factor defined in provision Evaluation of Mission Capability of this solicitation. Using the instructions provided below, provide as specifically as possible your capability for accomplishing/satisfying the requirements in Section C - Description/Specifications/Work Statement. Do not merely reiterate or re-state the requirements specified in Section C.

The offeror shall submit a ten (10) page (maximum) narrative addressing the following:

(a) Technical approach demonstrating understanding of the requirement and describing the methodology to successfully accomplish the requirements stated in Section C - Description/Specifications/Work Statement. The technical approach must, at a minimum, address the following:

(1) Method to perform the scope of services
(2) Method to meet the performance objectives
(3) Method to meet the anticipated time schedule

(b) Corporate experience in providing advice and performing transactional work related to fund formation, public-private partnership transactions, equity transactions with depository institutions, including community banks and Mission-Driven Banks, loan participations and other complex commercial transactions. Corporate experience in the management and operation of a fund of the size and complexity described, contemplated. Corporate experience with Mission-Driven Banks and a deep understanding of the communities they serve. Also, address any corporate experience collaborating with other vendors/contractors (financial advisors) to achieve consensus on a project.

(c) Project team’s specific personnel that will be performing the requisite financial advisory services, including their overall qualifications (education; experience; other accreditations/credentials) to perform the requisite financial advisory services.

(d) Subcontracting strategy for any portion of the work proposed to be subcontracted by addressing the following:

(1) Name of the subcontractor
(2) Description of services to be performed or goods/material to be provided by the subcontractor
(3) Summary of capabilities of the subcontractor
(4) Estimated percentage of work to be performed by the subcontractor, based on dollars (percentage of firm-fixed price)

Offerors are strongly encouraged to subcontract with Minority or Woman Owned Businesses (MWOBs) and Small Disadvantaged Businesses (SDBs).

(NOTE: A subcontractor is considered to be any entity or person, other than an employee of the Offeror, that will receive payment from the Offeror and is a direct charge to the contract.)

7.3.2-16 - Past Performance - Proposal Instructions - July 2008

Offeror must submit one original of Volume 2 - Past Performance.

Do not include any pricing information in this volume.

(a) General

Each offeror must submit a Past Performance Volume with its proposal, containing past performance information in the format described in paragraph (d) below, Past Performance Information. This information is required for both the offeror and for subcontractors and joint venture partners that the offeror considers critical to its overall successful performance of this requirement. The FDIC will use data provided by each offeror, as well as data obtained from other sources, in the evaluation of past performance.

Offeror must notify its proposed subcontractors that by providing past performance information and references to the offeror for inclusion in the proposal, a subcontractor is deemed to have given consent to the possible release by FDIC to offeror of any adverse past performance information the FDIC receives, in order that the offeror can respond to it.

(b) Relevant Contracts (Maximum two (2) pages for each relevant contract)

Submit past performance information, in the format described in paragraph (d), on three (3) recent contracts (within the past three years) you consider the most relevant in demonstrating your ability to perform this requirement. Also include past performance information on three (3) recent contracts (within the past three years) performed by each of your subcontractors or joint venture partners, if any, which you consider the most relevant in demonstrating their ability to perform this requirement. For a description of the characteristics or aspects the FDIC will consider in determining relevance, see Section M, Evaluation Factors for Award.

(c) Specific Content

Explain the rationale supporting the relevance to this requirement of the particular contracts you selected as indicators of past performance, e.g., what particular aspects of these contracts relate to the particulars of this requirement, in what way do they relate, and to what degree. Your discussion may include your accomplishments in resolving problems encountered on these prior contracts and in identifying and managing program risk. Clearly describe management actions you took to overcome problems and the effect those actions had in achieving improvements or rectifying problems. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. This may allow the offeror to be considered a higher confidence candidate.

(d) Past Performance Information

Provide the information listed below for each contract (Government or commercial) being described (see paragraph (b)). Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract.

(1) Name of the customer.
(2) Contract/work identification number.
(3) Total contract value.
(4) Brief description of the work performed.
(5) Period of performance.
(6) Point of contact for the contract (technical/project manager's and contracting official's names and telephone numbers).
(7) Demonstrate how the work you performed applies to the requisite financial advisory services and meeting the performance objectives in Section C - Description/Specifications/Work Statement.
(8) Specify, by name, any person who is proposed for your Project Team and also who participated in this contract, and indicate their roles and responsibilities for both efforts.

7.3.2-27 - Oral Presentation - July 2008

The FDIC reserves the right to conduct Oral Presentations if determined necessary. After the initial evaluation of proposals, offerors with the most highly rated proposals may be requested to present an oral presentation of the technical aspects of their proposals and participate in a question and answer session.

The topic matter, logistics and all relevant information regarding Oral Presentations will be given to offerors if Oral Presentations are determined to be necessary for this solicitation. The FDIC reserves the right to conduct Oral Presentations within the scope of Mission Capability and, based on its discretion, those presentations may be tailored specifically to Mission Capability.

Oral Presentations will be evaluated as part of an offeror’s Mission Capability.

7.5.2-01 - Background Investigation Questionnaires - July 2008

Background Investigation Questionnaires.

Pre-Award

Offeror shall submit the following document, signed by an authorized representative:

- Background Investigation Questionnaire for Contractors (FDIC 1600/7).

In addition, offeror shall submit these documents, completed and signed by all Key Personnel:

- Background Investigation Questionnaire for Contract Personnel and Subcontractors (FDIC 1600/4); and
- Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10).

All three of the above documents are available at the FDIC website:

www.fdic.gov/buying/goods/acquisition/index.html

The offeror shall submit these documents in the volume of its proposal entitled "Background Investigation Questionnaires". The information submitted on these forms must be accurate and complete so as not to delay the investigation and evaluation process.

Post-Award

The successful offeror must comply with additional background investigation requirements, as set forth in clause 7.5.2-3, Background Investigations.

Attachment (1)

PROPOSAL SIGNATURE PAGE

Solicitation Number: CORHQ-20-R-0509

The undersigned duly authorized representative of Offeror certifies personally and on Offeror's behalf that all of the representations and certifications set forth in Section K and included in Offeror's proposal are complete and accurate. The undersigned representative of Offeror is aware of the penalty under 18 U.S.C. Section 1001 for making false statements and certifies compliance with all provisions contained herein.

Offeror agrees with all the terms and conditions of the solicitation and resulting award and agrees to furnish any or all items upon which prices are offered.

OFFEROR:

DUNS Number: _____

Taxpayer Identification Number (TIN): _____

_____
Name of Offeror (Typed)

Address: _____
_____
_____
_____

Information will be verified via the System for Award Management (SAM)

By: _____
(Signature)

Name: _____
(Typed)

Title: _____

Date: _____

Attachment (2)

PROPOSAL REQUIREMENTS – CORHQ-20-R-0509

Proposal – 7.3.2-09 - General Proposal Instructions

A "proposal" comprises five separate volumes...	Original
Volume 1 - Mission Capability	1
Volume 2 - Past Performance	1
Volume 3 - Pricing	1
Volume 4 - Additional Information	1
Volume 5 - Background Investigation Questionnaires	1

Volume Title	Page Limit	Number
Volume 1 – Mission Capability		1
7.3.2-15 - Mission Capability - Proposal Instructions		
Mission Capability	10	

Volume Title	Page Limit	Number
Volume 2 – Past Performance		1
7.3.2-16 - Past Performance - Proposal Instructions		
Past Performance Information (Relevant Contracts)	2 per relevant contract	

Volume Title	Page Limit	Number
Volume 3 – Pricing Proposal		1
7.3.2-11 - Pricing Proposal (Firm-Fixed-Price)		
Pricing Schedule	1	

Volume Title	Page Limit	Number
Volume 4 – Additional Information		1
Proposal Signature Page	1	
FDIC 3700/55 (3-08) (Page 1 of xx)	1	
Section K - Representation, Certifications and Other Statements of Offerors		
7.1.3-1 - Post-Government Employment Certification (Pre-Award) - May 2009		

Attachment (2)

PROPOSAL REQUIREMENTS – CORHQ-20-R-0509

Volume Title	Page Limit	Number
Volume 5 – Background Investigation Questionnaires		1

7.5.2-01 - Background Investigation Questionnaires

Offeror:

Background Investigation Questionnaire for Contractors (FDIC 1600/7)

Paper Size:	Letter (8.5" x 11")
Spacing:	Single
Font Face:	Arial, Times New Roman, Courier (or similar)
Font Size:	10-12
Page Margins:	Left, Right, Top, and Bottom at one inch
Page Numbering:	Bottom right (all pages)…format: “Page X of Y” (except FDIC forms; for example, Background Investigation Questionnaires)

Section M - Evaluation Factors for Award

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-17 - Best Value Evaluation Process - August 2018

(a) The FDIC will review all proposals for responsiveness and all offerors (including subcontractors) for compliance with 12 CFR 366, and will evaluate individual proposals against the evaluation factors. The FDIC may exclude an offeror from further consideration if it submits an Offer that does not conform to the proposal submission requirements.

(b) Factors A, B, and C are listed in descending order of importance.

Factor A - Mission Capability (including Oral Presentation, if necessary)
Factor B - Past Performance
Factor C - Price

Factors A and B, when combined, are significantly more important than Factor C.

Following an evaluation, award will be made to the offeror(s) whose proposal is determined to be most advantageous (best value) to the FDIC. Please note that the FDIC may use contractor support from BurgherGray LLP and Dentons in the acquisition process, including the evaluation process.

(c) Subjective judgment is implicit in the analysis of best value. The best value may not necessarily be represented by the lowest price offered. Price is not expected to be the most significant factor in the selection of a Contractor from this solicitation. The degree of importance of price as a factor, however, could increase depending upon how equally matched the competing proposals are for the other factors evaluated. When competing proposals are judged to be equal upon evaluation of the other factors considered in the best value analysis, total price and other price factors would become the most significant factor.

7.3.2-18 - Evaluation of Mission Capability - March 2014

(a) Review and Assessment of Volume 1 - Mission Capability. The FDIC will review and assess the Mission Capability of each written proposal. Mission Capability ratings will focus on strengths and weaknesses of the offeror's proposal and assess the extent to which offeror's proposal fulfills the functional requirements and meets the FDIC’s needs. Evaluators will consider the soundness, content, clarity, quality, accuracy, and completeness of the proposal. The Mission Capability factor will receive one of the following color ratings (Blue, Green, Yellow, Red), based on the assessed strengths and proposal shortfalls of each offeror's proposal as it relates to Mission Capability.

MISSION CAPABILITY RATING SCALE

COLOR RATING DEFINITION

Blue/ Exceptional: Exceeds minimum performance or capability requirements in a way beneficial to the FDIC.

Green/Acceptable: Meets minimum performance or capability requirements necessary for acceptable contract performance.

Yellow/Marginal: Does not meet some minimum performance or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.

Red/Unacceptable: Fails to meet minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

7.3.2-20 - Evaluation of Past Performance - July 2008

(a) Past Performance Factor. Under the Past Performance factor, the performance confidence assessment is an evaluation of an offeror's past work record to assess the FDIC's confidence in the probability that offeror can successfully perform, as proposed. The FDIC will evaluate the offeror's demonstrated record of contract compliance in supplying services that meet user's needs, including management of cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant past performance, focusing on and targeting performance that is relevant to the Mission Capability sub-factors. In determining relevance, contracts of similar project complexity, scope, type, and schedule are considered. Data on efforts performed by other divisions within offeror's organization and by critical subcontractors may also be considered, if such resources significantly influence the offeror's performance of the proposed effort.

(b) The FDIC may consider as relevant contracts performed for agencies of the federal, state or local governments, and for commercial customers. Each offeror will receive an integrated performance confidence assessment, which is the rating for the Past Performance factor. While the Past Performance Evaluation focuses on performance that is relevant to the Mission Capability sub-factors, the resulting performance confidence assessment is made at the factor level and represents an overall evaluation of contractor performance.

(c) Where the relevant performance record indicates performance problems, the FDIC will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The FDIC may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(d) The following criteria will be used to determine relevancy of previous contracts:

HIGHLY RELEVANT - The magnitude and the complexity of the effort on this contract are essentially the same as the solicitation.

RELEVANT - Some dissimilarity in the magnitude or the complexity of the effort on this contract exists, but it

contains most of what the solicitation requires.

NOT RELEVANT - Performance on this contract contains little similarity to the performance required by this solicitation.

Each offeror will receive one of the ratings described below:

RATING DEFINITION

Exceptional/High Confidence - Based on the offeror's performance record, essentially no uncertainty exists that the offeror will successfully perform the required effort.

Very Good/Significant Confidence - Based on the offeror's performance record, little uncertainty exists that the offeror will successfully perform the required effort.

Satisfactory/Confidence - Based on the offeror's performance record, some uncertainty exists that the offeror will successfully perform the required effort.

Neutral/Unknown Confidence - No performance record can be established.

Marginal/Little Confidence - Based on the offeror's performance record, substantial uncertainty exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

Unsatisfactory/No Confidence - Based on the offeror's performance record, extreme uncertainty exists that the offeror will successfully perform the required effort.

(e) Discussions may be conducted as necessary to provide the offeror an opportunity to address any adverse past performance, or clarify the relevancy of the offeror's past performance information or address minor clerical issues.

(f) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, but will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

(g) More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the FDIC than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

(h) Past performance information may be obtained through other Government systems, questionnaires tailored to the circumstances of this acquisition, interviews with program managers and contracting officers, and other sources known to the FDIC, including commercial sources and any other sources deemed appropriate.

7.3.2-22 - Evaluation of Pricing - April 2011

Pricing will be evaluated with respect to completeness and reasonableness, and if necessary, realism.

Completeness. Offeror must submit it proposed firm-fixed price in accordance with the Pricing Schedule.

Reasonableness. FDIC will evaluate prices using one or more of the following techniques:

(a) Comparing the proposed prices to those of other offerors.
(b) Comparing the proposed prices to FDIC's independent estimate and those in other FDIC contracts.
(c) Comparing the proposed prices to the prices in the company's GSA Schedule or commercial price list.

Prices that are extremely high may be determined unreasonable.

Realism. Prices that are extremely low or that do not reflect a clear understanding of the requirements or is inconsistent with the offeror's technical proposal may be determined unrealistic.

Overall Evaluated Price (OEP) will be the offeror’s proposed firm-fixed price.

7.3.2-29 - Award - Best Value - July 2008

FDIC will base the award on an integrated assessment of the evaluation factors and sub-factors. FDIC has the sole discretion to determine which proposal(s) represents the best value to the FDIC. A technically acceptable offer other than the one with the lowest-evaluated price may be awarded the contract.