

| SOLICITATION/AWARD<br>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30                                                                                                                                                                                                                |                                                            |                         |                  |                                                                                                                                                                                                                                                          |                                                                                                                                                                                                | 1. REQUISITION NUMBER  |                  | PAGE 1 OF                     |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------|-------------------------------|--|
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                      |                                                            | 3. AWARD/EFFECTIVE DATE |                  | 4. ORDER NUMBER                                                                                                                                                                                                                                          |                                                                                                                                                                                                | 5. SOLICITATION NUMBER |                  | 6. SOLICITATION ISSUE DATE    |  |
| 7. FOR SOLICITATION INFORMATION CALL:                                                                                                                                                                                                                                                |                                                            | a. NAME                 |                  |                                                                                                                                                                                                                                                          |                                                                                                                                                                                                | b. CONTACT INFORMATION |                  | 8. OFFER DUE DATE/ LOCAL TIME |  |
| 9. ISSUED BY CODE                                                                                                                                                                                                                                                                    |                                                            |                         |                  | 10. SOCIO-ECONOMIC STATUS<br><input type="checkbox"/> NO <input type="checkbox"/> YES<br>NAICS:<br>ETHNICITY:<br><input type="checkbox"/> SDB<br><input type="checkbox"/> MWOB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS |                                                                                                                                                                                                |                        |                  |                               |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE                                                                                                                                                                                     |                                                            | 12. DISCOUNT TERMS      |                  | <input type="checkbox"/> 13a. SUB-CONTRACTING PERMITTED/APPROVED                                                                                                                                                                                         |                                                                                                                                                                                                | 13b. N/A               |                  |                               |  |
| 15. DELIVER TO CODE                                                                                                                                                                                                                                                                  |                                                            |                         |                  | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> RFI <input type="checkbox"/> RFP Best Value <input type="checkbox"/> RFP Price only                                                                                  |                                                                                                                                                                                                |                        |                  |                               |  |
| 17a. CONTRACTOR/OFFEROR CODE FACILITY CODE                                                                                                                                                                                                                                           |                                                            |                         |                  | 16. ADMINISTERED BY CODE                                                                                                                                                                                                                                 |                                                                                                                                                                                                |                        |                  |                               |  |
| TELEPHONE NO.<br><input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                                                                                                                                                                        |                                                            |                         |                  | 18a. PAYMENT WILL BE MADE BY CODE<br>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> 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                                                                                                                                                                                                                                               |                                                            |                         |                  |                                                                                                                                                                                                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                       |                        |                  |                               |  |
| 27b. AWARD INCLUDES ATTACHMENTS                                                                                                                                                                                                                                                      |                                                            |                         |                  |                                                                                                                                                                                                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                       |                        |                  |                               |  |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED |                                                            |                         |                  |                                                                                                                                                                                                                                                          | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |                        |                  |                               |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR                                                                                                                                                                                                                                                 |                                                            |                         |                  |                                                                                                                                                                                                                                                          | 31a. 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 |                               |  |

CORHQ-26-Q-0376

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QTY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>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. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|                                                              | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|                                                                 |                    |                                 |                                                                                                                  |                  |
|-----------------------------------------------------------------|--------------------|---------------------------------|------------------------------------------------------------------------------------------------------------------|------------------|
| 33. SHIP NUMBER                                                 | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> ) |                                      |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                         | 42b. RECEIVED AT ( <i>Location</i> ) |
|                                                               | 42c. DATE REC'D (YY/MM/DD)        | 42d. TOTAL CONTAINERS                |

## **Section B - Supplies or Services and Prices/Costs**

Attachments for this section start after this page.

NONPUBLIC//FDIC BUSINESS

|                                |      |
|--------------------------------|------|
| Total Price (Base Period Only) | \$ - |
|--------------------------------|------|

|                                     |                |
|-------------------------------------|----------------|
| Description                         | NSS TVs TECREF |
| Time of Delivery:                   |                |
| Technical Point of Contract:        |                |
| Company:                            |                |
| SAM Unique Entity Identifier (UEI): |                |
| SAM Registration Expiration Date:   |                |
| Phone:                              |                |
| Email Address:                      |                |

NONPUBLIC//FDIC BUSINESS

| B-1 - Price Schedule             |                   |               |                                                       |              |         |                                |     |            |          |             |                    |
|----------------------------------|-------------------|---------------|-------------------------------------------------------|--------------|---------|--------------------------------|-----|------------|----------|-------------|--------------------|
| CORHQ-26-Q-0376 - NSS TVs TECREF |                   |               |                                                       |              |         |                                |     |            |          |             |                    |
| Line Item #                      | Purchase Category | Purchase Type | Description                                           | Manufacturer | Part #  | Period of Performance          | Qty | List Price | Discount | Net Price   | Extended Net Price |
| Base Period Only                 |                   |               |                                                       |              |         |                                |     |            |          |             |                    |
| 1                                | HARDWARE          | GOODS         | *Samsung QBC Series 65" UHD 4K HDR Commercial Monitor | Samsung      | QB65C-N | 12 Months Following Award Date | 10  | \$ -       | \$ -     | \$ -        | \$ -               |
| 2                                | HARDWARE          | GOODS         | *Samsung QBC Series 85" UHD 4K HDR Commercial Monitor | Samsung      | QB85C-N | 12 Months Following Award Date | 105 | \$ -       | \$ -     | \$ -        | \$ -               |
|                                  |                   |               |                                                       |              |         |                                |     |            |          | Total Price | \$0.00             |

| SHIPPING INSTRUCTIONS BY LOCATION |                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |          |
|-----------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| Office                            | Address                                                | Shipping Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Part #  | Quantity |
| Atlanta Regional Office           | 10 10th Street NE, Suite 900, Atlanta GA 30309         | Special Shipping Instructions: Please have all items being shipped to the Atlanta Regional Office slated for Inside Delivery. It should also be noted that pallets cannot be brought into the building. Items must be taken off of pallets and brought up the Freight Elevator. All pallets must be taken with the driver. The driver must have a Certificate of Insurance (COI) and meet the requirements of the COI.                                                                                                                                                                                                                                                                                                                                 | QB85C-N | 17       |
| Dallas Regional Office            | 600 North Pearl Street, Suite 700 Dallas TX 75201      | Special Shipping Instructions: Please have all items being shipped to the Dallas Regional Office designated as “Inside Delivery”.<br>All pallets must be taken with the driver.<br>The driver must have a Certificate of Insurance (COI) and meet the requirements of the COI.<br>Dock truck size limit of 24 feet in length<br>24 hour delivery notice and dock check-in is required. A vehicle with a liftgate would be useful if the dock is full.                                                                                                                                                                                                                                                                                                  | QB85C-N | 29       |
| Kansas City Regional Office       | 1100 Walnut St.<br>Suite 2100<br>Kansas City, MO 64106 | Special Shipping Instructions: Please have all items being shipped to the Kansas City Regional designated as “Inside Delivery. All pallets must be taken with the driver. The driver must have a Certificate of Insurance (COI) and meet the requirements of the COI. Detailed requirements attached. Summary below –<br><br>General Liability Insurance<br>Each Occurrence - \$3,000,000<br>General Aggregate - \$3,000,000<br>Automobile Liability - \$3,000,000<br><br>Worker's Compensation<br>Employers Liability - \$1,000,000<br>Each Accident - Statutory                                                                                                                                                                                      | QB85C-N | 10       |
| San Fransisco Regional Office     | 25 Jessie Street, San Francisco, CA 94105-2780         | Special Shipping Instructions: Please have all items being shipped to the San Franciso Regional Office designated as “Inside Delivery. All pallets must be taken with the driver. The driver must have a Certificate of Insurance (COI) and meet the requirements of the COI. Inside delivery to 15th floor<br>Lobby marble floors require Masonite protection and corner guards<br>Pallets cannot be brought into building<br>Depalletized items to be brought up in freight elevator with a weight capacity of 2,500LBS.<br>Address is located on a one-way alley on Jessie St.<br>2-Business day advance notice for 2 hour delivery window recommended<br>Truck size limit 24 feet in length<br>No loading dock<br>Recommend vehicle with lift gate | QB85C-N | 14       |
| Chicago Regional Office           | 300 S Riverside PLZ, STE 1700, Chicago, IL 60606       | Please have all items being shipped to the Chicago RO for Inside Delivery – 17th Floor. Attn: Ken Briscoe Delivery vendors must have a certificate of insurance on file with the building management (312) 676-2500. Loading dock time limited to 30 minutes. Detailed requirements attached. Summary below –<br><br>General Liability Insurance<br>Each Occurrence - \$3,000,000<br>General Aggregate - \$3,000,000<br>Automobile Liability - \$3,000,000<br><br>Worker's Compensation<br>Employers Liability - \$1,000,000<br>Each Accident - Statutory                                                                                                                                                                                              | QB85C-N | 12       |
| Virginia Square (DIT DDC)         | 3501 Fairfax Dr<br>Arlington, VA 22226                 | Ship to Attn: Division of Information Technology (DIT) Distribution Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | QB85C-N | 23       |
| Virginia Square (DIT DDC)         | 3501 Fairfax Dr<br>Arlington, VA 22226                 | Ship to Attn: Division of Information Technology (DIT) Distribution Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | QB65C-N | 10       |

## Section C - Description/Specifications/Work Statement

No attachments were added for this section.

### Clauses Incorporated By Reference

| Clause # | Title                      | Date      |
|----------|----------------------------|-----------|
| 7.3.2-34 | Duty to Deliver or Perform | July 2008 |

### Full Text Clauses

#### 7.3.2-21 - Description/Specifications/Work Statement - October 2008

The name/description of the goods or services being acquired is as follows:

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The specifications for and the description of the work to be performed under this award are fully detailed in either a Statement of Work (SOW) or a Statement of Objective coupled with a Performance Work Statement (PWS), which is included as an attachment in Section J of this award document.

## 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 fifteen (15) 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 7.6.6-02, 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 must be delivered no later than 60 days after award.

#### **7.3.1-10 - Place of Delivery or Performance - November 2025**

The place(s) of delivery are provided in Attachment B-1 Price Schedule and Shipping.

Non-tangible items and shipping information for tangible items: Shall be submitted to the following email addresses: DITSoftwareMgt@FDIC.gov and the Oversight Manager listed in Clause 7.3.2-41 FDIC Personnel. This includes all documentation such as product keys, activation codes, digital certificates or related materials necessary to install, activate, subscribe, and operate the software in accordance with the terms of the contract and evidence of maintenance or subscription renewals. This requirement applies to electronic records or documentation associated with deliverables under this contract and does not modify any negotiated software license terms or rights.

#### **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 - July 2023**

The period of performance begins on date of award and expires 12 months from date of award.

## 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 Francesca Savage who can be reached at fsavage@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 Tammy Mattox who can be reached at tmattox@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.

#### **7.5.13-12 - 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 DEV-01 - Contents of Invoice - Deviation - March 2026**

Contractor's invoices must include the following items to be processed for payment:

- (a) Contractor name, address and phone number.
- (b) Invoice date.
- (c) Invoice number.
- (d) Contract Number (e.g., Contract Number, Task Order Number/Delivery Order Number, etc.). The complete Contract Number, including the Task Order suffix, is required on each invoice (e.g., CORHQ-22-C-0559 or CORHQ-21-G-0442-0004).
- (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) Billing period covered for services rendered.
- (i) Total invoice amount.
- (j) Payment terms (discount for prompt payment terms).
- (k) Remittance address.
- (l) Billing Point of Contact (e.g., name (where practicable), title, phone number, and email address of person to notify if there are questions regarding the invoice).
- (m) 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.
- (n) For time and material or labor hour awards, copies of time sheets in support of direct labor charges.
- (o) 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.
- (p) 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.

(q) 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 clear in the supporting documentation provided with the invoice.

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

If an invoice does not contain the above required information; contains errors; contains mismatches between information in the electronic invoice form and the supporting attachments or exceeds the total compensation ceiling limit for this award, the invoice will be returned to the 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, 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 DEV-01 - Electronic Invoice Preparation and Submission - Deviation - March 2026**

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

(a) Invoices shall be submitted via the Invoice Processing Platform (IPP), a service provided by the U.S. Treasury's Bureau of the Fiscal Service. Contractors are solely responsible for ensuring that invoices are accepted by IPP and transmitted to the FDIC. IPP will submit a status update to the Contractor when the invoice is transmitted to the FDIC.

(b) Contractors not enrolled in IPP will be notified to register upon award of a contract, agreement, or order. Unless already enrolled in IPP, and following an FDIC invitation to do so, Contractor shall enroll at <https://www.ipp.gov>. Contractor shall contact IPP Customer Support for system-related questions at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

(c) Contractor shall ensure that their System for Award Management (SAM) account remains active during the contract/order performance. IPP will not allow submission or payment of an invoice if Contractor's SAM registration has expired.

(d) Contractor shall include or input the following information. Additional information may also be required in accordance with your contract, agreement, or order. Items noted with an asterisk are typically automatically populated from the contract or purchase order. Items below may be included on supporting attachments to the electronic invoice and must match what was entered on the electronic invoice.

(1) \*Contractor name and address.

(2) Invoice date. Future dates cannot be entered into IPP.

(3) Invoice number.

(i) The only valid characters allowed for invoice numbers are: capital letters, numbers, hyphens, periods, and underscores.

(ii) If an invoice status is "Rejected" in IPP, a resubmitted invoice must have REV added as a suffix to the original invoice number. In the event of multiple invoice resubmissions, the next sequential suffix must be used (e.g., REV1, REV2, etc.).

(4) \*Contract and/or order number.

(5) Quantity per Contract Line-Item Number (CLIN) and Schedule Line.

(6) \*Description, unit of measure, unit price, and extended price of delivered items or provided services.

(i) Unless otherwise specified in the contract or order, a billing period for services is a month.

(ii) For time-and-materials contracts or orders, Contractors shall invoice no less often than monthly.

(7) Discount terms for prompt payment if offered.

(8) Name and phone number of Contractor's Point of Contact (POC).

(9) Attachments, including Contractor's internally generated invoice and supporting documents.

(i) Contractor must submit at least one supporting attachment file with each invoice in IPP. If a zip file is used, the individual files inside the zip file have a descriptive file name, such as "Invoice cover page", "Timesheets", etc.

(e) Contractors agree that, in submitting any related invoice for payment, Contractor is certifying the truthfulness and completeness of all such submissions.

(f) IPP allows Contractors to view the status of their invoices in IPP. IPP status codes are:

(1) Pending Approval - Invoice has been submitted via IPP and received by FDIC.

(2) Rejected - Invoice has been rejected and will need to be resubmitted with REV added as the suffix of the original invoice number.

(3) Paid - Payment has been made to the Contractor's financial institution.

(4) Saved in Exception - Invoice has not been created in IPP because of rule set error.

(5) Denied - Invoice submitted via IPP and denied by FDIC. Denied invoices cannot be edited and resubmitted.

(g) The counting of days for the possible payment of Prompt Payment Act interest begins on the date the invoice's status is changed to "Pending Approval" in IPP.

## Section H - Special Contract Requirements

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

#### **7.1.3-02 - 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 <https://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.

#### **7.3.2-78 - Commercial Supplier Agreement Terms and Conditions - May 2025**

##### 1. Definitions:

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

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

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

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

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

(5) Installation services, maintenance services, repair services, training services, and other services if such

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

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

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

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

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

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

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

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

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

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

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

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

9. Representation. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516 or FDIC under 12 U.S.C. § 1819, unless otherwise provided by Federal law.

10. Warranties and Disclaimers. FDIC will accept the contractor's commercial warranty, but does not accept a disclaimer of the implied warranty that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Additionally, FDIC does not accept a disclaimer of any warranties expressly provided for in the Contract.

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

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

13. Term and Termination. Neither the Contractor nor Licensor can unilaterally revoke, terminate or suspend an Agreement or any associated rights granted to the FDIC. In the event of a dispute, the requirements specified in

the Disputes paragraph of this document would apply.

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

15. Confidentiality. If the agreement includes a confidentiality clause, it shall be amended to state that the Government and Government employee's obligations with regard to confidentiality are governed by statute, such as, but not exclusively, the Trade Secrets Act, 18 U.S.C. § 1905 and the Freedom of Information Act, 5 U.S.C. § 552. To the extent that the confidentiality language conflicts or in any way purports to alter the Government or Government employee's obligation with regard to confidentiality, such language shall be null and void and will not be enforceable against the Government.

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

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

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

19. Disputes. If the supplier or licensor believes FDIC is in breach of the Agreements, it shall pursue its rights under the Disputes clause of the Contract and Federal laws and performance under the Contract shall continue pending resolution of the dispute.

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

21. Assignment. Neither the Contract nor these Agreements, as amended, shall be assigned, nor may any rights or obligations be delegated, without FDIC's prior approval, except as permitted pursuant to Clause 7.6.5-05, Assignment of Claims.

22. Payment. The FDIC Contract governs the purchase and payment of fees. Payment for awards made by the FDIC in its corporate capacity are subject to the Prompt Payment Act. 31 USC §§ 3901-05.

23. Taxes. The FDIC is exempt from paying any City, County, State, and Federal taxes as provided by Tax Exempt Certificate No. 53-0185558.

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

## Section I - Contract Clauses

No attachments were added for this section.

### Clauses Incorporated By Reference

| Clause # | Title                                                                                                                             | Date           |
|----------|-----------------------------------------------------------------------------------------------------------------------------------|----------------|
| 7.1.2-01 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | September 2020 |
| 7.1.2-02 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment                            | April 2021     |
| 7.1.3-03 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights                              | December 2022  |
| 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 and Certifications of Contractor                                                                                  | March 2024     |
| 7.3.2-54 | Cooperation with the Office of Inspector General                                                                                  | July 2008      |
| 7.3.2-58 | Limitation on Payments to Influence Certain Federal Transactions                                                                  | July 2023      |
| 7.3.2-60 | Anti-Kickback Procedures                                                                                                          | July 2023      |
| 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 2023      |
| 7.3.2-65 | Employment Reports on Special Disabled Veterans and Vietnam Era Veterans                                                          | July 2023      |
| 7.3.2-73 | Compliance with 12 CFR Part 366 and Application of 12 CFR Part 367                                                                | September 2009 |
| 7.3.2-79 | Prohibition on Requiring Certain Internal Confidentiality                                                                         | March 2024     |

|           |                                                                  |               |
|-----------|------------------------------------------------------------------|---------------|
|           | Agreements or Statements                                         |               |
| 7.5.4-06  | FDIC Rights in Data - General                                    | May 2025      |
| 7.5.8-04  | Notice to the FDIC on Damage                                     | July 2023     |
| 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                        | November 2023 |
| 7.5.13-05 | Payments Under Fixed Price Awards                                | June 2009     |
| 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 - July 2023**

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 Acquisition Procedures and Guidance Manual (APGM), which may be accessed electronically at the FDIC website:  
<https://www.fdic.gov/buying/goods/acquisition/index.html>.

##### **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., databases, applications software, database 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 on 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 on 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.

**7.3.2-81 - Addressing DEI Discrimination by Federal Contractors - Deviation - April 2026**

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

**7.5.3-01 - Section 508, Information and Communication Technology (ICT) - March 2024**

(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 C.F.R. Part 1194) - <https://www.access-board.gov/ict/>;
- 2) FDIC regulation 12 C.F.R. § 352.5 - <https://www.fdic.gov/regulations/laws/rules/2000-50.html>; and

3) FDIC Directive 1370.07, Information and Communication Technology Accessibility Under Section 508 of the Rehabilitation Act of 1973, is the FDIC policy for implementation of Section 508. The directive is available on the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>.

#### **7.5.6-04 - Approved Subcontractors and Consent to Subcontract - June 2025**

The Contractor must not engage any subcontractors to perform any contract responsibilities without the prior written approval of the FDIC. The Contractor must notify the FDIC of any proposed changes in approved 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, which sets forth the following:

- (1) Name, Address, and Unique Entity Identifier (UEI) number of the subcontractor if the subcontractor has a UEI 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, to include qualifications and resources;
- (3) Identify the roles of any Key Personnel (see clauses 7.3.2-43) that will be filled by the subcontractor, if applicable;
- (4) Estimated dollar amount of each subcontract;
- (5) Description of services to be performed or goods/material to be provided by the subcontractor; and
- (6) Rationale and the offeror's policy for subcontracting.

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:

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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.

#### **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.

#### **7.6.4-04 - Fair Inclusion of Minorities and Women - November 2025**

(a) In accordance with Section 342(c) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub L. No. 111-203, 124 Stat. 1376 (2010) (Dodd-Frank Act), the Contractor shall ensure, to the maximum extent possible and 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 this clause. The Contractor shall not take any action pursuant to this clause that violates any applicable anti-discrimination laws.

(b) Consistent with Section 342(c)(3) of the Dodd-Frank Act, a failure to demonstrate a good faith effort 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, referral to the Office of Federal Contract Compliance Programs of the Department of Labor, or other appropriate action.

(c) 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

The table below lists all of the attachments for Section J which start on the following page

| Order of Appearance | Name                               |
|---------------------|------------------------------------|
| Attachments B-1     | B-1 Price Schedule and Shipping_V2 |

No attachments were added for this section.

## 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

#### 7.1.3-04 - Certification Regarding Whistleblower Rights and Remedies - March 2024

The Contractor certifies to the following:

- (a) It is committed to protecting whistleblower rights and remedies under 41 U.S.C. § 4712.
- (b) It has informed and will continue to inform, or will inform during the course of this contract, its employees and any subcontractor and its employees, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

#### 7.3.2-45 - Preamble to Contractor Representations and Certifications - March 2024

Contractors receiving awards from the FDIC are 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 offeror, 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 offeror 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 offeror 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 FDIC form 3700/55 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 pursuant to this solicitation.

### PRIVACY ACT STATEMENT

The FDIC is authorized to request this information from you by 12 U.S.C. §§ 1819, and 1821. The purpose for collecting this information is to examine a contractor's eligibility for potential FDIC contract awards. Furnishing the requested information is voluntary, but failure to provide the requested information in whole or in part may delay or prohibit you from receiving an FDIC contract. The information provided by individuals is protected by the Privacy Act, 5 U.S.C. 552a. The information you provide may be provided to appropriate Federal, state, local or foreign law enforcement authorities; to a court, administrative tribunal, or a party in litigation; to contractors, agents and other third parties as authorized by law; and in accordance with any of the other routine uses described in the FDIC Financial Information System (30-64-0012) System of Records available at [www.fdic.gov/about/privacy](http://www.fdic.gov/about/privacy). If you have questions or concerns about the collection or use of the information, you may contact the FDIC's Chief Privacy Officer at [Privacy@fdic.gov](mailto:Privacy@fdic.gov).

### **7.3.2-47 - Additional Information - Representations, Certifications and Other Statements of the Offeror - March 2024**

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. 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.

### **7.3.2-48 - Certification of Registration in System for Award Management (SAM) - November 2025**

(a) The offeror certifies that it is registered in the System for Award Management (SAM) at <https://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 <https://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

### **7.3.2-49 - Small Business Representation - June 2011**

(a) NAICS code and size standard: 423430

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

(2) The small business size standard is 250 employees.

(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 2023**

(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

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(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.

### **7.3.2-55 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions - July 2023**

(a) Definitions. As used in this provision - "Lobbying contact" has the meaning provided at 2 U.S.C. § 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. § 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)).

### **7.3.2-70 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation - March 2024**

(a) Definitions. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 7.3.2-79, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds to enter into contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

### **7.3.2-76 - Covered Telecommunications Equipment or Services-Representation - April 2021**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 7.1.2-02, 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.

(1) 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

### **7.3.2-77 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment - April 2021**

The Offeror shall not complete the representation at (d)(1) of 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 paragraph (c)(1) in the provision at 7.3.2-76, Covered Telecommunications Equipment or Services-Representation. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 7.3.2-76.

(a) Definitions. As used in this provision—

"Backhaul", "covered telecommunications equipment or services", "critical technology", "interconnection arrangements", "reasonable inquiry", "roaming" and "substantial or essential component" have the meanings provided in clause 7.1.2-02, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) 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 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. Nothing in the prohibition shall be construed to -

(i) Prohibit the Chairman of FDIC or designee from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the Chairman of FDIC or designee from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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.

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services

offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **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

No attachments were added for this section.

### 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     |
| 7.3.2-07 | Submission of Offers in the English Language and in U.S. Currency        | July 2008     |
| 7.3.2-14 | Non-Responsive Proposals                                                 | July 2008     |
| 7.3.2-28 | Late Proposals, Modifications of Proposals, and Withdrawals of Proposals | November 2025 |
| 7.3.2-30 | Rejecting Proposals/Waiving Informalities                                | July 2008     |

### Full Text Clauses

#### 7.0.1-01 - Solicitation Provision Incorporated by Reference - July 2023

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 Acquisition Procedures and Guidance Manual (APGM), which may be accessed electronically at the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>.

#### 7.1.3-01 - 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 <https://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 - September 2024**

The proposal due date under this RFP is Wednesday, September 16, 2026, by 4:00 p.m., local time of the FDIC office issuing this solicitation. 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, address, and unique entity identifier of the offeror; and
- (2) Submitted electronically to the Contracting Officer at [tmatttox@FDIC.gov](mailto:tmatttox@FDIC.gov).

**7.3.1-16 - Technical Requirements - November 2025**

Offerors must demonstrate technical acceptability by providing a response that addresses the following minimum technical requirements:

1. Offeror must provide ALL required documents listed in FDIC Provision 7.3.2-09 General Proposal Instructions.
2. Offeror must provide ALL items with matching Part Numbers in Attachment B1 - Price Schedule and Shipping.
3. Quotes must be for factory new products and not re-furnished products.
4. Offerors must be able to meet delivery requirements (no later than 60 days after award).
5. Offeror must submit the completed Section K - Representations and Certifications (to include provision 7.5.12-06 Trade Agreement Certificate).

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

The FDIC is requesting proposals from offerors to perform the following activities: provide the required Samsung products and deliver within 60 days of award. The goods or services the FDIC requires are described in Section B of the solicitation and in Attachment B-1 Price Schedule and Shipping included with this solicitation. 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 - November 2025**

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 submitted by 4:00 p.m. on Tuesday, September 8, 2026 to [tmatttox@fdic.gov](mailto:tmatttox@fdic.gov).

Questions and their answers to this solicitation will be posted in the form of an Amendment on the SAM.gov website.

**7.3.2-08 - Award of Contract - Competitive - November 2025**

The Contracting Officer reserves the right to make award(s) as a result of the initial responses to this solicitation or request additional price reductions from the apparent [lowest priced offeror] [lowest priced technically acceptable offeror]. The FDIC reserves the right to award one, more than one or no contracts under this solicitation.

**7.3.2-09 - General Proposal Instructions - December 2023**

(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 be divided into three ( 3 ) separate parts:

Volume 1 - Completed Attachment B-1 - Price Schedule and Shipping

Volume 2 - Completed Section K - Representation & Certifications (including Trade Agreement Certificate)

Volume 3 - Additional Information

(d) Each volume shall have a cover page that identifies: (1) the offeror's name, address and telephone number, and the name and email address of its contact person regarding the solicitation; (2) the solicitation number; and (3) the volume number and name.

(e) 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, tabs, dividers, glossaries, blank pages and a compliance matrix (if proposed).

(f) Exceptions taken to the terms and conditions of the solicitation, including the attachments, must be identified and fully described in the "Additional Information" volume of your proposal. Each exception must be identified specifically, by reference to the paragraph or part of the solicitation to which exception is taken. Provide rationale in support of the exception and fully explain the impact it has, if any, on performance, schedule, and price. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

### **7.3.2-11 - Pricing Proposal (Firm-Fixed-Price) - February 2025**

(a) Pricing Schedule. Offerors shall complete and submit the Pricing Schedule provided as Attachment B-1 Price Schedule and Shipping to this solicitation. Prices must be submitted to the nearest cent. Instructions for completing the Pricing Schedule are provided in Attachment B-1 Price Schedule and Shipping.

(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.

## 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

#### **7.3.1-17 - Lowest Price Technically Acceptable Evaluation Method - November 2025**

(a) After receipt and evaluation of proposals, FDIC may award a contract to the responsive offer that is the lowest priced and technically acceptable.

(b) After obtaining all pricing information, the FDIC may, at its discretion, limit the evaluation to the lowest priced offers or proposals. In such cases, additional proposals may not be evaluated. The FDIC also reserves the right to request additional price reductions from the lowest priced technically acceptable offeror, if it is in the FDIC's best interest.

(c) Technical acceptability will be determined by the offer meeting the FDIC's minimum technical requirements. Proposals will be evaluated as either "acceptable" or "unacceptable". If the offer cannot meet the minimum requirements of the solicitation, the offer will be deemed "unacceptable". There is no evaluation benefit for an offer that exceeds the minimum requirement.

#### **7.3.2-22 - Evaluation of Pricing - August 2022**

Price proposals will be evaluated with respect to completeness and reasonableness.

**Completeness.** Offerors must submit their proposed prices in accordance with the Pricing Schedule. Offerors must submit fully loaded rates, as applicable. Offers failing to propose a price for all mandatory labor categories or items may receive no further consideration and may be eliminated.

**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 extreme (i.e., too high) may be judged unreasonable.