

<b>SOLICITATION/AWARD OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			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				
		<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> SDB <input type="checkbox"/> NAICS: <input type="checkbox"/> MWOB <input type="checkbox"/> ETHNICITY: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. SUB-CONTRACTING PERMITTED/APPROVED	13b. N/A		
15. DELIVER TO	CODE	16. ADMINISTERED BY				
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			CODE
TELEPHONE NO.			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 27b. AWARD INCLUDES ATTACHMENTS			<input type="checkbox"/> YES <input type="checkbox"/> NO <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. _____ YOUR OFFER ONSOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. FEDERAL DEPOSIT INSURANCE CORPORATION (SIGNATURE OF CO)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED

**FDIC 3700/55 (3-08)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

**FDIC 3700/55 (3-08)**

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

CLIN #	Description	Quantity	Unit	Unit Price	Total Price
0001	New contract for Data Modernization Section (DMS) Support - CDOS	1	EA		

No attachments were added for this section.

## **Section C - Description/Specifications/Work Statement**

Attachments for this section start after this page.



## ***Data Modernization Section (DMS) Support Contract Statement of Objectives (SOO)***

### **1. Introduction**

The Federal Deposit Insurance Corporation (FDIC) Chief Data Officer Staff (CDOS) leads the vision, design, development, and transformation of FDIC's Data Strategy from a culture of silo data management and governance to one where FDIC's data becomes an enterprise resource. CDOS is establishing FDIC's data-driven culture across the Corporation, where trusted data are securely shared, and used to support FDIC's mission of maintaining stability and confidence in the nation's financial system.

The Data Modernization Section (DMS) reports to the Chief Data Officer (CDO) and provides the Corporation with modern, cloud-based, secure, and operational advanced data analytic, enterprise data management, and artificial intelligence (AI) capabilities and services to facilitate FDIC's data-driven mission delivery modernization objectives.

DMS is a new section within the Chief Information Officer Organization (CIOO) / Chief Data Officer Staff (CDOS) organization. DMS is seeking a contractor that can provide highly skilled, agile teams to support multiple simultaneous initiatives and ongoing operations (full lifecycle from new development to production operations as defined in the scope section). The contractor must work with other FDIC contractors and work with multiple groups and organizations across the FDIC (such as Security, Privacy, infrastructure, Enterprise Architecture, CIO organizations, and FDIC business divisions and offices). The teams will follow agile principles in performing the work. Expertise using and administering key cloud-based technology is required (listed in the scope section).

There are four areas that require support under this contract.

1. **CDMA Platform.** DMS created FDIC's Cloud Data Management and Analytics (CDMA) Platform in FDIC's Azure environment. CDMA includes a suite of Azure cloud technologies that collectively provide the FDIC with enterprise data management and enterprise AI / advanced analytic capabilities. CDMA technology supports modern enterprise data management (Lake House), self-service business data management, advanced data analytics, and enterprise AI and MLOps. Ongoing full lifecycle support is required for the CDMA Platform technology, business adoption support, and continuous modernization. CDMA has 25 FDIC business initiatives using the CDMA platform and approximately 30 TB data has been migrated from on-premises to CDMA Lake House.
2. **AlphaRex.** DMS, working with FDIC's Risk Management Supervision (RMS) Division, created an on-premises analytic tool that utilizes NLP and AI to analyze FDIC's Report of Examination (ROE), Examiners Work Papers, examination documents and examination meta data. This solution was first created in 2016, and it is being modernized to take advantage of new, modern cloud technologies available using the CDMA Platform. Rebuilding and maintaining the Alpharex on the CDMA platform is the main task of this area.
3. **AI enterprise capability operations.** Includes providing operational support for AI



capabilities created by the FDIC AI Program Innovation team. It is anticipated that several FDIC enterprise AI solutions will be created that require support. For example, an Enterprise AI solution in FDIC's Azure is being created. This solution will require operations support of FDIC's configuration in FDIC Azure using Azure AI services. Flexibility is required to support this work area since FDIC has a multi-cloud environment and in the future there might be Enterprise AI solutions created using AI technology that is part of Appian, ServiceNOW, SalesForce, cloud.gov, or Azure. The requirement will be to onboard the appropriate resources based on the technology utilized to create the enterprise AI capability.

4. **New DMS Initiatives.** Option starting January 2027. Full lifecycle support for new initiatives. New requirements to create data, AI, and advanced data security solutions are anticipated starting in 2027. This work is required to support the Corporation and create modern, cloud-based, secure, and operational advanced data analytic, enterprise data management, and artificial intelligence (AI) capabilities to facilitate FDIC's data-driven mission delivery modernization objectives.

The aforementioned areas are critical to establishing FDIC's data-driven culture and modernizing FDIC's data capabilities across the enterprise.

## 2. Scope

Scope includes providing full spectrum of analysis, development, deployment and operations of FDIC's data-related emerging technologies including IT modernization, data management and analytics. Scope includes full lifecycle support for CDMA Platform, modernization of legacy AlphaRex NLP solution, enterprise AI capability operations, and full lifecycle support for new DMS solution development initiatives (experimentation / ideation to production).

1. **CDMA scope** includes ongoing full lifecycle support for the CDMA Platform technology, FDIC business adoption support (business initiatives using the platform), and continuous modernization of the platform. Implementing advanced data security capabilities (including enterprise data labeling), multi-cloud and on-premises data fabric architecture, ongoing maturation of the CDMA platform, ongoing maturation of the Lake House for enterprise data management, ongoing improvements to automated management of the platform infrastructure via Terraform Infrastructure as Code (IaC), and business self-service capability improvements. Scope includes key technology: Azure Databricks, Azure Synapse, Azure Data Lake, Azure Data Factory, Azure Machine Learning, Azure AI Services (aka collection of Azure cognitive services – including Azure Open AI), Azure Cosmos DB, Azure App Services, Azure Functions, Azure Container Registry, Azure API Management, GitHub Enterprise, Splunk, and Terraform. The CDMA program, led by CDOS, includes establishing and providing ongoing support to the FDIC business Divisions as they adopt this new, strategic, enterprise-wide data management and data analytic foundation capability.
2. **AlphaRex scope** includes full lifecycle support for the on-premises solution and development / implementation and operations of the new modernized solution that will take advantage of new, modern cloud technologies available using the CDMA Platform. This Task Order also includes support for the FDIC's on-premises Alpha-Rex solution, the migration of Alpharex to Azure native tools within the CDMA Platform, all operational, maintenance, and enhancement activities post-migration, as well as



specialized support for the Enterprise Data Modernization initiative of which the AlphaRex migration is a part of. The contractor shall ensure seamless migration and execution of Alpharex operations in the Azure environment while contributing expertise to the development of enterprise-wide cloud data solutions. This support includes operating the solution that extracts intelligence from unstructured and semi-structured FDIC examination data and includes predictive analytics and trend analysis that provide new insights into FDIC's Report of Examination (ROE), examination risks, policies, and effectiveness of FDIC's examination process. AlphaRex consists of Python AI and NLP code, extract transform and load (ETL) code, semi-structured, unstructured, and structured data processing code, data management and meta-data management, then landing the extracted and structured data into a persistent structured / semi-structured data store and performing further analytics and data visualization via PowerBI, Tableau and Tableau Server, other visualization tools, and consumption by other tools.

3. **AI enterprise capability operations scope** includes work to enable business users and initiatives access to the AI capability, enable role-based access, ensure access controls are in place, monitor usage and user feedback of the AI solution, respond to user requests, trouble shoot issues, work with the development team and business representatives as required, and manage the configuration of the AI capability. Includes providing operational support for AI capabilities created by the FDIC AI Program Innovation team. It is anticipated that several FDIC enterprise AI solutions will be created that require support. Initially, an AI solution leveraging the CDMA Platform will be required.
  
4. **New DMS initiatives scope** includes (option starting January 2027) full lifecycle support for new implementation initiatives. New requirements to create data, AI, and advanced data security solutions are anticipated starting in 2027. This work will require supporting business needs. As FDIC modernizes data-driven mission delivery, there will be potential full lifecycle work to create modern, cloud-based, secure, and operational capabilities. The requirement is to provide an agile team with the expertise needed to support work from architecture, infrastructure, development, and production deployment.

### 3. Objectives

The contract will work with FDIC federal staff and other FDIC contractors to support ongoing operations, innovation and maturation of existing capabilities. The contractor will also support technical, business adoption, process improvement, and modernization through developing new technical solutions and re-usable architecture patterns, new designs, improved processes, and modern approaches to satisfy FDIC's current and future data and AI related business needs. The contractor will:

#### 3.1 Business Objectives

##### 3.1.1 CDMA

- o Support CDOS with achieving applicable FDIC annual Performance Goals (FPGs) related to CDOS business and technical objectives.

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- o Provide ongoing support to the FDIC business divisions and offices with onboarding services as business initiatives move to the cloud and utilize this new, strategic, enterprise data management, data analytic, and AI/ML foundation capability in FDIC Azure.
- o Work with FDIC federal staff across the CIOO and Business Divisions and other FDIC contractors to establish (as required) and mature the CDMA Program foundation capabilities in FDIC Azure.
- o As needed, conduct proofs of concept and hands-on evaluations of cloud data management and analytics or AI/ML technologies to support the ongoing maturation of the CDMA Platform capabilities.
- o Support ongoing collaboration with CIOO and Business Divisions/Offices on the ongoing development, support, maturation, and modernization of CDMA enterprise data management, analytics and AI/ML capabilities.
- o Support business adoption of CDMA and as needed, the retirement of on-premises capabilities. Provide expert assistance to the FDIC Divisions to transform traditional data solutions into modern data architectures and technologies in the cloud. Develop data patterns and cloud technology reference models for data solutions, design for a portfolio of business solutions in the cloud to implement connected data intelligence strategy and architectures that align with FDIC Data Strategy, FDIC AI Strategy and target data ecosystem, and support modern data architectures.
- o Perform development, operations, enhancement, and FDIC Governance work and ensure compliance and coordination with: Data Action Working Group (DAWG) enterprise data intake, Enterprise Data Council (EDC), FDIC AI Program Governance, Security and Enterprise Architecture Technical Advisory Board (SEATAB), FDIC OCISO Assess & Authorize (A&A) Process, Security Impact Assessment (SIA), and Azure Major Architecture Decision (AMAD).
- o Collaborate with FDIC business stakeholders, CDO, other FDIC Contractors, Enterprise Architecture (EA), Infrastructure, and Security stakeholders as needed to obtain the appropriate necessary approvals and/or authorizations required in support of prioritized FDIC business initiatives that will be utilizing the CDMA foundation in Azure.
- o Work with FDIC's Infrastructure and Operations Services Branch (IOSB), EA, Office of the Chief Information Security Officer (OCISO), and FDIC contractors to support the architecture, design, and implementation, and maturation of the secure, end-to-end CDMA Platform in FDIC's Azure environment, test and validate the cloud foundation solution and deliver the CDMA foundational components and repeatable architecture patterns that are in scope of the agile work plan and process.
- o For each of the CDMA foundational capabilities that are in scope, ensure the architecture options and recommendations provided (using FedRAMP certified services and full-managed or serverless pay-per-use cloud



services to reduce FDIC infrastructure and operations costs and leverage secure, certified cloud services) meet FDIC regulatory and business requirements and provide recommendations for the design to be implemented.

- o Maintain, create, and update all project artifacts and documentation as appropriate per the implementation and conclusion of the agile sprint activities. This includes, but is not limited to, the Project Plan, Risk Management Plan, Requirements Management Plan, Requirements Baselines, Software Architecture Document, Data Models, **Security Documentation (System Security Plan and others)**, Master Test Plan, and UAT Scripts as examples of documentation.
- o Ensure that the respective solution, data, and technology are in-line with the FDIC's EA standards, technology, **access control, and FDIC security/privacy policies and standards**.

### 3.1.2 AlphaRex

- Rebuild and optimize the AlphaRex capability to leverage the services in the CDMA framework as the first project to test and refine the enterprise solution pattern pipeline and process. This objective will require specialized Azure cloud expertise.
- Support the ongoing operations, management, and use of the AlphaRex capability to provide FDIC business with insight into trends, topics, risks and process effectives as required.
- Work with FDIC federal staff (CIOO, CDOS, and Business Divisions) and other FDIC contractors to provide ongoing support and operations of the current Alpha-Rex AI/NLP capability while simultaneously modernizing / rebuilding / improving the capability within the CDMA platform using Azure native technologies, cloud best practices, and AI / ML.

### 3.1.3 New DMS Initiative

- Support new DMS initiatives as they arise and are approved by FDIC CIOO. Some potential example initiatives may include:
  - o Support the multi-office Enterprise Data Modernization Section initiative.
  - o Create enterprise AI Model management implementation
  - o Create an enterprise capability to implement advanced data security
  - o Establishing a enterprise solution pattern pipeline to maximize speed to implementation for recurrent needs and duplicative use cases within the FDIC by building solutions within the CDMA framework to include ML/NLP/AI and other data analytics solutions that can be reused for other similar projects in the future that fit the same technical requirements.
  - o Map projects to CIOO, FDIC, and federal data, AI, and technology modernization goals and continuously track progress towards them through a set of established KPIs grounded in enterprise data maturity standards and best practices and working with FDIC stakeholders as required to monitor.



### 3.1.4 AI Operations Support

Support business and FDIC use of the AI solution. Provide onboarding and troubleshooting support. Develop applicable ServiceNOW knowledge articles and 'how to' instructions. Enable business users and initiatives access to the AI capability, enable role-based access, ensure access controls are in place, monitor usage and user feedback of the AI solution, respond to user requests, trouble shoot issues, work with the development team and business representatives as required, and manage the configuration of the AI capability. Provide operational support for AI capabilities created by the FDIC AI Program Innovation team. Support emerging FDIC enterprise, including AI solution(s) that leverage the CDMA Platform.

## 3.2 Technical Objectives

### 3.2.1 CDMA

- o Ensure CDMA operational builds are managed and maintained via agile development ceremony using FDIC's Enterprise GitHub infrastructure code (Terraform).
- o Resolve technical issues and recommend an appropriate course of action to ensure the CDMA foundational cloud technical design and implementation meet the FDIC business requirements.
- o Implement CDMA foundation solution and ensure that it addresses all aspects of operating the CDMA foundation in FDIC Azure.
- o Ensure CDMA builds are tested and validated continuously to meet the relevant business, **security, and production requirements**.
- o Support the full spectrum of CDMA platform operations and maintenance activities, including security and monitoring.
- o Support the CDMA Platform modernization and enhancements. Several candidate enhancements include:
- o implementing advanced data security (applying AI to identify events such as data spillage and using advanced methods to perform data tokenization and masking).
- o Implement a new 'data fabric' data architecture that integrates CDMA Platform with FDIC's multiple cloud and on-premises environments).
- o Implement Zero Trust compliance as that matures at FDIC.
- o Implement fine-grained access control to unstructured data by applying ACLs and security groups at the sub-document or chunk level.
- o
- o

### 3.2.2 AlphaRex



- o Ensure Alpha-Rex operational builds are managed and maintained via agile development in FDIC's GitHub such as requirements, configuration items, work items, bugs, change requests, and infrastructure code via TFS, including the implementation of a change.
- o Successfully migrate the Alpharex program from on-premises Python implementation to Azure native tools within the CDMA system, ensuring all functionality is preserved or enhanced while leveraging cloud capabilities, rebuilding the application completely or lifting and optimizing in a way that ensures reusability for other ML/NLP document extraction use cases.
- o Ensure Alpha-Rex builds are tested and validated continuously to meet the relevant business, security, and production requirements.
- o Enhance NLP capabilities using Azure Cognitive Services to improve unstructured data processing. Develop methodologies for entity recognition and relationship mapping using Azure AI services

### 3.2.3 New DMS Initiatives

- o Support new DMS initiatives as they arise and are approved by FDIC CIOO. Some potential example initiatives may include:
- o Support the multi-office Enterprise Data Modernization initiative by assisting with establishing and supporting a centralized intake process for data analytics / AI projects, facilitating collaboration between key stakeholders across different CIOO functions (architecture, security, data management, etc.).
- o Establishing a enterprise solution pattern pipeline to maximize speed to implementation for recurrent needs and duplicative use cases within the FDIC by building solutions within the CDMA framework to include ML/NLP/AI and other data analytics solutions that can be reused for other similar projects in the future that fit the same technical requirements.
- o Map projects to CIOO, FDIC, and federal data, AI, and technology modernization goals and continuously track progress towards them through a set of established KPIs grounded in enterprise data maturity standards and best practices and working with FDIC stakeholders as required to monitor.

### 3.2.4 AI Operations Support

Provide operations support to business initiatives and applications using the AI solution. Update operations guide as appropriate. Monitor usage and identify adaptive maintenance actions required. Utilize an agile management approach and leverage FDIC GitHub Enterprise for managing work and work products. Follow FDIC's Change Control Board (CCB) release process for all change requests.

## 3.3 *Security Objectives*

- o Implement the identified security controls required by FDIC for all aspects (solution components, cloud services, user authentication)
- o Ensure that the work performed complies within the stated rules and guidelines of the FDIC IT security and privacy procedures and policies, including but not limited to:



- 1300.4 Acceptable Use Policy (AUP) for FDIC Information Technology
    - 1300.4 AUP FAQs
    - 1310.3 Information Technology Security Risk Management Program
    - 1311.1 Measuring and Customizing User Activity on FDIC External Websites
    - 1360.1 Automated Information Systems (AIS) Security Program
    - 1360.2 FDIC Computer Virus Protection Program
    - 1360.9 Protecting Sensitive Information
    - 1360.10 Corporate Password Standards
    - 1360.12 Reporting Information Security Incidents
    - 1360.16 Mandatory Information Security Awareness Training
    - 1360.17 Information Technology Security Guidance for FDIC Procurements/Third Party Products
    - 1360.20 Privacy Program
  - o Provide support as required during FDIC's Assess & Authorize (A&A) process to address the National Institute of Standards and Technology (NIST) 800-53 controls identified as in-scope of the System Security Plan (SSP) and OMB A-130 for FDIC Authority to Operate (ATO).
  - o Provide support as required to address security findings and POA&Ms resulting from FDIC's periodic security assessments by the Chief Information Security Organization (CISO) and FDIC Information Security Managers (ISMs).
  - o Identify the candidate solution approaches to address security requirements.
  - o Provide ongoing support as required during FDIC's annual security assessment requirement.
  - o Provide support to address any FDIC Azure policy non-compliance (discovered via Azure Policy scans).
  - o Provide support to ensure that in scope Azure technologies (utilized by CDMA or any CDOS Data Modernization Section initiative) comply with FDIC's Hardening Guides
  - o Provide support to follow FDIC's Security Impact Assessment (SIA) process when any new technologies or connections are added to CDMA or CDOS Data Modernization Initiatives.
  - o In addition to the FDIC security objectives, the security objectives include ensuring that the AI solution limits access to data based on authorization



and the configuration of the AI solution prevents FDIC data from leaving FDIC's environment.

## 4. Requirements

This section contains detailed descriptions of the services required in connection with this effort. Contractors are expected to comply with all requirements as requirements specific to this scope when providing services under this Task Order.

### 4.1 Planning

- o Create plans to mature the operations support provided for the AI solution.
- o Perform initial and periodic assessments of existing components and identify gaps and areas for improvements.
- o Create plans to complete development, implementation, operation, and production releases of prioritized CDMA foundation components in FDIC Azure.
- o Create sprint plans including epics with backlog, success criteria, retrospectives, backlog grooming, daily standups, and show and tell at the end of each sprint.
- o Plan for future sprints, manage the established product backlog items (PBIs), and recommend the approach for the sequencing of all scope related activities as appropriate.
- o Manage and maintain the project plan and project related activities per the sprint.
- o Manage all sprint scope, requirements, code, artifacts, product backlog, bug/fixes, requirements baselines, system features and business rules via FDIC GitHub.
- o Manage team and individual project budgets and provide cost projections for ongoing work.
- o Identify the appropriate resources needed per the scope and sprint activities defined for development and operations activities.
- o Prepare weekly submittal of status reports per the project, including projected/actual cost, current/planned activities, risks and action items.

### 4.2 Architecture

- o Maintain any architectural diagrams of the AI solution
- o Ensure that each work product includes creating or updating architecture artifacts.
- o Ensure that each architecture option is evaluated based on factors such as cost, security, operations, best practices and meeting business requirements and that architecture analysis includes recommendations for FDIC to consider.



- o Ensure that cloud architecture options presented utilize FedRAMP authorized cloud services that meet FDIC regulatory, security and business requirements. When there is not a FedRAMP authorized cloud services option, then alternative approaches are required. The last resort is to use non-FedRAMP certified cloud services in the solution architecture.
- o Ensure the respective solution, data and technology are in-line with the FDIC's EA standards, technology, access control and FDIC security/privacy policies and standards.
- o Ensure each of the prioritized capabilities identified as in-scope of the work plan include architecture implementation options with tradeoff analysis and recommendations.

#### ***4.3 Implementation***

- o Ensure that the AI solution support services are implemented that follow FDIC's security and operations guidelines.
- o For in-scope and approved work - implement the secure, end-to-end, solution capabilities, validate the solution and iteratively and incrementally deliver working, production solutions.
- o Cloud implementation must include creating infrastructure as code with parameters where feasible for maximum flexibility in provisioning the implementation.
- o Solution implementation must include API-driven solutions.
- o Implementation must utilize FDIC's CI/CD Pipeline capability (Github Enterprise).
- o Implementation must ensure that it addresses all aspects of operating the solution such as provisioning, leveraging FDIC Service Desk, integration with FDIC Splunk for security logging and monitoring, integration with FDIC ServiceNow for configuration item management, and integration with cost management and enterprise tagging requirements.
- o Implementation builds must be tested and validated continuously to meet business, security, and Authority to Operate (ATO) requirements.
- o Implement security for all solution aspects (solution components, cloud services, user authentication).
- o Manage and maintain all PBIs and bug fixes via GitHub including the implementation of a change to the existing solution.
- o Manage change requests via FDIC's Change Control process using ServiceNOW
- o Use Terraform (Infrastructure as Code (IaC)) to manage all Azure cloud technology

#### ***4.4 Process, Procedures and Governance***

- o Ensure that production change requests follow FDIC's Change Control



### Process (CCB)

- o Maintain the integrity of the code, data files, and associated documentation at each point of the agile delivery life cycle from analysis through deployment. Include the approved requirements baselines for each sprint release.
- o Maintain, create and/or update all project artifacts and documentation per the implementation and conclusion of the sprint's activities. This includes, but is not limited to, the Project Plan, Risk Management Plan, Requirements Management Plan, Requirements Baselines, Software Architecture Document, Data Models, **Security Documentation (System Security Plan and others)**, Master Test Plan, and UAT Scripts as examples of documentation.
- o Collaborate with FDIC business stakeholders, CDO, other FDIC Contractors, Enterprise Architecture, Infrastructure, and Security Stakeholders within the CIOO as needed to obtain the appropriate necessary approvals and/or authorizations required.

### **4.5 Security**

- o Ensure compliance with FDIC IT security directives listed in the contract terms
- o Ensure that work complies within the stated rules and guidelines of the **FDIC IT security procedures and policies**.
- o Support the identification, assessment and addressing **security issues and findings from periodic security assessments** by the Office Chief Information Security Organization (OCISO) and FDIC Information Security Managers (ISMs)
- o Identify the candidate solution approaches to address security requirements.
- o Provide ongoing support as required during FDIC's **annual security assessment** requirement.

### **4.6 Contractor Team**

- o The FDIC requires a contractor to provide support and expertise in these functions. An Agile team will be used for this task order. The Contractor's team will work with an FDIC product owner to plan and carry out work. The Contractor is responsible for providing a team of business and information technology professionals with appropriate skills and composition to meet the program needs. The team's skills and composition may evolve over time as program needs mature.
- o At any point in time, the Agile team provided by the Contractor shall be scalable and may include personnel involved on a full-time basis, on a part-time basis, or on an as-needed basis. The Contractor must be responsive to and adapt to these needs.
- o For each performance period (base and option), the Contractor is



responsible for keeping its charges to the FDIC within the period's ceiling amount – under no circumstances shall the Contractor's charges to the FDIC exceed a period's ceiling amount.

- o The FDIC expects the contractor's employees to be professional and productive. The Contracting Officer may require, in writing, that the Contractor remove from work any employee the Contracting Officer deems unprofessional, unproductive, or otherwise objectionable.
- o Agile team with expertise in key AI cloud technologies such as Azure Open AI and Azure AI Search.

## 5. Timing and Deliverables

### 5.1 Contract Type

The contract type will be time-and-materials (T&M).

### 5.2 Period of Performance

The period of performance for this Task Order consists of the following:

- Base Period: 12 months
- Option Period 1: 12 months
- Option Period 2: 12 months
- Option Period 3: 12 months

### 5.3 Deliverables

The Deliverables to be provided by Contractor are set forth below. This is not an exhaustive set and is subject to change. The Contractor shall deliver the following to the FDIC Technical Monitor and the FDIC Oversight Manager. Deliverables (will be defined per CLIN and work plan).

Deliverables	Description	Frequency	Acceptance Criteria
1. Planning	<p>These deliverables include support to plan, determine and manage requirements scope, risks, budget and time using the appropriate FDIC tools or approved tools.</p> <p>Also, a weekly status report is produced to include the actual and projected cost, accomplishments, risks and planned activities for the subsequent week.</p> <p>Develop roadmap of XYZ on ABC.</p>	Due at the date specified in the Project Work Schedule (PWS).	Approved by the TM
2. Architecture	<p>These deliverables include defining and maintaining the solution architecture to the current FDIC enterprise architecture (EA) standards in order to meet the solution objectives. Recommend solution alternatives</p>	Due at the date specified in the PWS.	Approved by the TM



Deliverables	Description	Frequency	Acceptance Criteria
	and tradeoffs as needed with respect to cost, risks and benefits in order to allow the business stakeholder(s) to choose the appropriate services that meet their business needs.		
3. Implementation	These deliverables include a spectrum of work required to support the technical implementation of the solution's sprint delivery and code to meet the stakeholder's business requirements.	Due at the date specified in the PWS.	Approved by the TM
4. Process, Procedures and Governance	These deliverables include support to improve service delivery, establish and operationalize the solution's Development and Operations Lifecycle processes (which includes but not limited to, billing, development, requirements management, testing, configuration management, change management, operation procedures, roles, governance) to support the solution's implementation	Due at the date specified in the PWS.	Approved by the TM
5. Security	These deliverables include support to identify, define and implement the security architecture, roles, compliance with Hardening Guide requirements for each cloud technology, FDIC security best practices and obtain approval for the key artifacts such as (if applicable) Authority To Operate (ATO) and Security Impact Assessment (SIA), from FDIC security, CIO Organization and FDIC business executives	Due at the date specified in the PWS.	Approved by the TM
6. Other Deliverables and/or Reporting	The deliverables for all CLINs will be agreed upon on an ongoing basis according to agile long and short term planning activities and ceremonies including yearly roadmaps with milestones and quarterly program increments.	As directed by the Oversight Manager	Approved by the OM or TM

## 6. Key Personnel

The following roles are considered key personnel on the Development Tools Task Order:

- Microsoft Azure Cloud and Enterprise Data Architect
  - BA/BS/MS in Computer Science, Engineering, or an equivalent combination of education and/or experience. More than 5 years of experience as a Solution Architect. Minimum 5 years' experience in other technical roles such as developer or systems analyst. Strong consultative skills at a cross functional



level. Good presentation and communication skills with the ability to translate and clearly formulate technical issues. Strong project and team management skills. One or more Microsoft Azure Cloud Certifications.

- o Enterprise-scale technical experience with cloud and hybrid infrastructures, enterprise solution architecture designs, data pipeline, cloud and data security, data management, and cloud operations.
- o Hands on experience with Azure cloud and data architecture. Experience with both SQL and NoSQL databases. Experience with serverless, container, and pay-per-use cloud services and architectures. Big Data experience with Azure cloud technologies. Advanced Analytics and reporting/dashboarding experience with Azure cloud technologies. Experience with Data Governance, Data Engineering, and Data Science. Machine Learning experience and machine learning operations (MLOps) experience. Expertise with both structured and unstructured data management and analytic technology.

□ Azure Databricks Engineer

- o Education and Experience: BA/BS/MS in Computer Science, Engineering, Data Science, or equivalent experience. Over 5 years of experience as a Data Engineer, with 3+ years specifically in Azure Databricks and related Azure data services.
- o Key Skills: Expertise in Apache Spark, Delta Lake, Python, SQL, and Scala. Hands-on experience designing and optimizing large-scale data pipelines.
- o Technical Proficiency: Experience with Azure Data Factory, Azure Data Lake Storage, Azure Synapse Analytics, and other Azure services. Strong understanding of ETL/ELT processes, data modeling, and big data technologies.
- o Preferred Qualifications: One relevant certifications like Microsoft Certified: Azure Data Engineer Associate (DP-203) or Databricks Certified Data Engineer or equivalent certification or experience.
- o Professional Attributes: Excellent analytical, problem-solving, and communication skills. Experience with Agile methodology and implementing data governance and security.
- o Data Pipeline Development & Management - Design, build, and maintain scalable ETL/ELT pipelines using Databricks workflows, Delta Lake, and Apache Spark to process large volumes of structured and unstructured data
- o Data Architecture & Optimization - Architect and optimize data lakehouse solutions, implement data modeling best practices, and ensure efficient data storage and retrieval using Delta Lake format and partitioning strategies
- o Collaborative Analytics Platform Management - Configure and manage Databricks workspaces, clusters, and compute resources while implementing security controls, access management, and cost optimization strategies
- o Real-time & Batch Processing - Develop streaming data solutions using



Structured Streaming and implement batch processing jobs for data transformation, aggregation, and integration across multiple data sources

- o MLOps & Data Science Support - Collaborate with data scientists to deploy machine learning models, implement MLflow for model lifecycle management, and create automated ML pipelines for training and inference
- o Performance Monitoring & Troubleshooting - Monitor data pipeline performance, troubleshoot issues, implement data quality checks, and optimize Spark jobs for improved efficiency and reduced processing costs

AI Engineer

- o Requires three years proficiency in data and AI. Experience providing operational support, experience with CI/CD pipelines and agile work management using technology such as GitHub Enterprise, infrastructure as code (such as Terraform).

o

## 7. Estimated LCATs and Hours

The hours shown below are the FDIC's estimates of the work that will be required from the Contractor. The Contractor may propose in its pricing workbook using the FDIC estimate, and propose an LCAT mix that the contractor thinks will accomplish the objectives outlined in this document for each program successfully; provided the overall number of hours equals the sum of the hours below for each period.

Program	Base FTE	Surge FTE	Transiti on Period	Estimated Total Hours			
				Base Period	Option Period		
					1	2	3
CDMA			160	9975	9975	9975	3507
AlphaRex			160	3360	3360	3360	0
AI Operations			160	2899	2899	2899	2899
DMS Initiative				0	4320	4320	4320
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>640</b>	<b>16,234</b>	<b>23130</b>	<b>23130</b>	<b>13302</b>

## 8. Additional Notes

Requires operation and usage knowledge of the below list of technologies.

CDMA Platform Technology as of June 2025



- Data Lake Gen2
- Azure Databricks\*
- Azure Synapse
- Azure Key Vault
- Azure Storage (blob, file, queue, and table)
- Azure Machine Learning
- Azure AI Services (Azure Open AI, AI Search, Content Safety, Document Intelligence, Language, Speech, and Vision)
- Azure Application Insights
- Azure Functions
- Azure Data Factory
- Azure App Service (Windows and Linux)
- Azure App Service Plan (windows and Linux)
- Azure Container Registry
- Azure API Management
- Azure Cosmos DB

\*Azure Databricks (with the Azure Data Lake Gen2) forms the foundation for FDIC's Lake House capability.

## 9. Transition Period

The Contractor shall propose a comprehensive and detailed Transition Plan that ensures a seamless and efficient transfer of responsibilities and operations from the incumbent or previous arrangements to the Contractor's performance under this Contract. The transition should occur 30 days before the base period of performance to ensure smooth continuity of the work in progress.

The Contractor's proposed Transition Plan should address, at a minimum, the following objectives:

- Maintaining continuity of services throughout the transition period.
- Minimizing disruption to ongoing operations and stakeholders.
- Ensuring timely and effective knowledge transfer from the incumbent or agency personnel to the Contractor's staff.
- Facilitating the orderly transfer of any necessary resources (e.g., personnel, equipment, documentation, data).
- Ensuring compliance with all applicable contractual, regulatory, and security requirements during the transition.
- Establishing clear communication channels and reporting mechanisms throughout the transition period.

The Contractor shall outline key milestones and a realistic timeframe for the transition, demonstrating a well-structured approach to achieve a successful and risk-mitigated handover. The Contractor shall also identify potential risks associated with the transition and propose effective mitigation strategies.



## 10. Quality Assurance Surveillance Plan (QASP)

### Purpose:

This QASP outlines performance objectives, acceptable quality levels (AQLs), and surveillance methods for monitoring Contractor performance under this multi-work stream agile contract. Performance will be tracked at both the overall contract and individual CLIN levels.

### Objective Standard AQL Surveillance Method Frequency

- Budget adherence CLIN burn rate within  $\pm 5\%$  of plan  $\leq 5\%$  variance Financial review Monthly
- Risk mitigation 90% risks mitigated on time  $\leq 10\%$  late Risk log review Monthly
- Deliverable acceptance 95% accepted on first submission  $\leq 5\%$  rework Acceptance log review Per Deliverable

### Surveillance Methods:

- Review of agile metrics (e.g., Jira, Github)
- Deliverable inspection against acceptance criteria
- Financial and burn rate analysis
- Stakeholder feedback during sprint reviews
- Risk and issue tracking review

## 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

#### 7.5.2-03 - Background Investigations - May 2025

a) Any contractor personnel or subcontractor personnel who:

- work on-site at and have unescorted access to FDIC offices or facilities,
- have access to FDIC networks/systems, or
- have access to sensitive information

must undergo a background investigation, in accordance with FDIC Directive 1610.02. In addition, background investigations may be conducted on other Contractor Personnel and subcontractor personnel at the discretion of the FDIC. The extent of the background investigation conducted will be in direct relation to the risk level assigned either in clause 7.5.2-08, Risk Level Designation (Functional Responsibility) or in clause 7.5.2-10, Risk Level Designation (Labor Category). FDIC Directive 1610.02 is available at the FDIC website:

<https://www.fdic.gov/buying/goods/acquisition/index.html>

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

c) FDIC's Enterprise Workforce Solution (eWORKS) is a tool that automates the background investigation process for new applicants and contractors. Via eWORKS, the Contractor must provide the Oversight Manager with the following for all contractor personnel and subcontractor personnel subject to the background investigation requirement:

- 1) An executed Background Investigation Questionnaire for Contractor Personnel and Subcontractors (FDIC 1600/04);
- 2) An executed Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10); and
- 3) A current (within the last 30 days) IRS Tax Compliance Report.

For reference, FDIC Forms 1600/04 and 1600/10 are available at the FDIC website:  
<https://www.fdic.gov/about/doing-business/acquisition/index.html>

Contractor personnel and subcontractor personnel who meet the conditions in paragraph (a) above must obtain a copy of their IRS Tax Compliance Report by visiting the IRS webpage, creating an individual online account, and downloading the PDF document. FDIC will provide instructions on how to access the IRS webpage and obtain a Tax Compliance Report, as well as how to submit the report in eWORKS.

Fingerprinting is required and must be completed at a GSA USAcces Shared Facility, which may include a FDIC Regional Office, FDIC's Virginia Square location, or FDIC's main office in Washington, DC. Additionally, fingerprinting may be completed at a third party FBI approved fingerprint channeler.

In addition, where the assigned risk level of the contract mandates background investigations by the DCSA, the Contractor must provide the Oversight Manager with the completed paperwork for contractor personnel and subcontractor personnel needed to initiate a DCSA background investigation. The Oversight Manager will notify the Contractor of the method by which to submit the paperwork.

- d) Contractor must comply with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification for Federal Employees and Contractors". Contractor personnel and subcontractor personnel must present two forms of identification in original form prior to badge issuance; at least one document must be a valid State or federal government-issued picture ID. Acceptable forms of identification are listed in Form I-9, OMB No.1615-0047, "Employment Eligibility Verification." In addition, contractor personnel and subcontractor personnel must appear in person at least once before an FDIC official who is responsible for checking the identification documents. FDIC will not issue identification/access badges to contractor personnel and subcontractor personnel until proof-of-identity has been established.
- e) Any contractor personnel or subcontractor personnel, whose background investigation reveals an adverse finding, may be excluded from working on the contract at the discretion of the Contracting Officer. Contractor is obligated to replace any personnel so excluded with personnel acceptable to FDIC. Replacement of personnel shall be made at no additional cost to the FDIC and without relieving Contractor of performance and delivery requirements of the contract.
- f) All costs related to complying with the requirements of this clause will be borne by the Contractor.
- g) Subcontracts. Contractor must include this clause in all its subcontracts to which the conditions and requirements described in this clause would apply. Contractor also must ensure this clause is included in all first-tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

## 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 C-1	DMS Support SOO
Attachments J-1	Attachment 3 - Technical Acceptability Matrix

Attachments for this section start after this page.

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## Attachment 1 – Technical Acceptability Matrix

### Requirement

#### Secure Generative AI with Retrieval Augmented Generation (RAG) in Regulated Environments

- Did your firm deploy a secure Generative AI solution using RAG or knowledge graphs on private data, for a federal, state, local government, or HIPAA/PCI-regulated client after 23?
- Redacted contract cover page showing:
  - Client name/type
  - Award date  $\geq$  Nov 14, 2023

#### AI Integration with Measurable Outcome and Fed Compliance

- Did your firm integrate AI into a business process with  $\geq 15\%$  improvement in efficiency and a FedRAMP or NIST 800-53 compliant deployment?
- 1-page signed client letter or performance report showing:
  - Metric name
  - Before: X ( $\geq 15\%$  gain)
  - Stamp/signature and date
  - Phrase: “deployed under FedRAMP/NIST 800-53”

#### Production Natural Language Processing (NLP) Capabilities and Experience

- Did your firm deliver a production NLP system for a government client performing at least one of the following: topic modeling, entity extraction, classification, summarization, clustering — on unstructured documents?
- Redacted task order or SOW page with:
  - Client: [Agency name]
  - Start date

#### Microsoft Cloud Partner - Specialist or Expert (Active)

- Does your firm currently hold Specialist or Expert designation in Azure AI & Machine Learning Data & AI?
- Screenshot from Microsoft Partner Center showing:
  - Specialist or Expert badge
  - Partner ID
  - Expiration date  $\geq$  Nov 14, 2025

#### 5 Consecutive Years in FedRAMP Azure

- Has your firm operated solutions in FedRAMP Moderate or High Azure continuously from 2021-2025?
- 1-page timeline table (signed):
  - Columns: Year

#### All 7 Azure Services in Government Use

- Has your firm used all 7 services below in a government or regulated environment in the last 5 years?
  1. Azure Databricks
  2. Azure Data Lake Gen2
  3. Azure Cognitive Search
  4. Azure OpenAI Service
  5. Secure ADF pipelines
  6. Data lakehouse
  7. Azure Cost Management + Policy
- 1-page checklist (signed) with:
  - 7 rows: Service

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Meets  
Requirement?      Location of where requirement  
(Y=Yes/N=No)      is discussed in proposal.

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**Additional Comments**

## 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).

### **7.3.2-46 - Integrity and Fitness Representations and Certifications - March 2024**

Answer all questions and fill in the information asked for.

The offeror certifies to the following:

I. IDENTIFYING INFORMATION:

(a) Type of Organization

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

(b) Parent Information

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

NAME OF PARENT COMPANY \_\_\_\_\_

UNIQUE ENTITY IDENTIFIER (UEI) NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

(c) Joint Venture Information

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

NAME OF JOINT VENTURE PARTNER \_\_\_\_\_

JV PARTNER'S UEI NUMBER \_\_\_\_\_

JV'S UEI NUMBER (If different) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

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

(d) Subcontractor Information

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

NAME OF SUBCONTRACTOR \_\_\_\_\_

UEI NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

NAME OF SUBCONTRACTOR \_\_\_\_\_

UEI NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

NAME OF SUBCONTRACTOR \_\_\_\_\_

UEI NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

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

## II. PART 366 INTEGRITY AND FITNESS

### a) Unique Terms

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

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

- (i) Has a personal, business, or financial interest or relationship that relates to the services performed under the contract; or
- (ii) Is a party to litigation against the FDIC, or represents a party that is; or
- (iii) Submits an offer to acquire an asset from FDIC for which services were performed during the past three years, unless the contract allows for the acquisition.

(2) Ownership or control:

- (i) The president or chief executive officer has control of an organization.
- (ii) A partner in a small law firm has ownership or control. A partner in a large multinational law firm may not have ownership or control.
- (iii) A general partner of a limited partnership has control. Ownership or control exists when there is an interest of twenty five percent (25%) or more in a limited partnership.
- (iv) Ownership or control is evidenced by the:
  1. Power to vote, directly or indirectly, 25% or more interest of any class of voting stock of a company;
  2. Ability to direct in any manner the election of a majority of a company's directors or trustees; or
  3. Ability to exercise a controlling influence over the company's management and policies.

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

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

by the FDIC.

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

(6) Pattern or practice of defalcation regarding obligations:

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

- (i) To one or more FDIC-insured depository institutions;
- (ii) More than ninety (90) days delinquent in the payment of principal, interest, or a combination thereof; and
- (iii) More than \$50,000 each.

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

(8) Substantial loss to Federal deposit insurance fund:

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

- (i) An obligation to us that is delinquent for ninety (90) days or more and on which there is an outstanding balance of principal, interest, or a combination thereof of more than \$50,000;
- (ii) An unpaid final judgment in our favor that is in excess of \$50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding;
- (iii) A deficiency balance following foreclosure of collateral on an obligation owed to us that is in excess of \$50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding; or
- (iv) A loss to us that is in excess of \$50,000 that we report on IRS Form 1099-C, Information Reporting for Discharge of Indebtedness.

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

To the best of the contractor's knowledge:

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

Yes       No (If yes, explain below.)

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

Yes       No (If yes, explain below.)

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

Yes       No (If yes, explain below.)

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

Yes       No (if yes, explain below.)

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

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

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

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

Yes       No (if yes, explain below.)

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

Yes       No (if yes, explain below.)

(3) Are any such person(s) submitting an offer to acquire an asset from us for which services were performed

during the past three years, unless the contract allows for the acquisition?

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

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

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

If the contractor cannot certify that there are no conflicts of interest, it may describe the circumstances of any conflicts and request a waiver in accordance with 12 CFR 366.10 or propose a method for the elimination of the conflict.

(d) Representations as to Defaults (12 CFR 366.14(b))

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

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

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

(e) Representations as to Employees and Subcontractors (12 CFR 366.14(d))

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

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

### III. RETENTION OF INFORMATION

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

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

(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

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

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

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

(a) NAICS code and size standard:

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

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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.

### **7.3.2-51 - Contingent Fee Representation - July 2023**

The offeror represents that except for full-time bona fide employees working solely for the offeror, the offeror (a) [ ] has [ ] has not employed or retained any person or company to solicit or obtain this contract; and (b) [ ] has [ ] has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract. The offeror agrees to provide information relating to this Representation as requested by the Contracting Officer when either (a) or (b) herein is answered affirmatively. As used herein, "bona fide employee" means a person employed by an offeror or contractor and subject to the offeror's or the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain FDIC contracts nor holds out as being able to obtain any FDIC contract or contracts through improper influence.

### **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.

## 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
7.3.2-08	Award of Contract - Competitive	July 2008
7.3.2-14	Non-Responsive Proposals	July 2008
7.3.2-28	Late Proposals, Modifications of Proposals, and Withdrawals of Proposals	July 2008
7.3.2-30	Rejecting Proposals/Waiving Informalities	July 2008

### Full Text Clauses

#### **7.0.1-01 - Solicitation Provision Incorporated by Reference - 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 January 2, 2025, by 12:00 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 [mikwood@fdic.gov](mailto:mikwood@fdic.gov).

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

The FDIC is requesting proposals from offerors to provide the Corporation with modern, cloud-based, secure, and operational advanced data analytic, enterprise data management, and artificial intelligence (AI) capabilities and services to facilitate FDIC's data-driven mission delivery modernization objectives.

The period of expected performance includes a one-month Transition Period, 12-month Base Period and 3 1-year Option Periods.

The place of performance for contractor personnel will predominantly be located at a Contractor Service Location. Highly interactive roles may be required to provide support at the FDIC Virginia Square Facility in Arlington, VA.

The services the FDIC requires are described in the Statement of Objectives (SOO) included in 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 - July 2023**

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 12:00 p.m. on October 14, 2025 by email to Mikel Wood at [mikwood@fdic.gov](mailto:mikwood@fdic.gov). Offerors must use "Attachment 1 - DMS Support RFP Q and A Template" to submit questions.

### **7.3.2-10 - General Proposal Instructions - Oral Presentation - 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 five (5) separate parts:

Volume I - Mission Capability

Technical Acceptability Matrix (Attachment 3 completed by offeror)

Oral Presentation (Factor A)  
Technical and Management Approach (Factor B)  
Key Personnel (Factor C)  
Volume II - Past Performance (Factor D)  
Volume III - Pricing (Factor E)  
Volume IV - Additional Information  
Volume V - Offeror's Point of Contact for Background Investigation.

- (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) The oral presentation requirements, including the deliverables and the topics to be presented, are identified in the provision "Oral Presentation".
- (f) 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).
- (g) 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.

### **7.3.2-12 - Pricing Proposal (Time and Material or Labor Hour) - February 2025**

(a) Pricing Schedule. Offerors shall complete and submit the Pricing Schedule provided as "Attachment 2 - DMS Support Pricing Workbook" to this solicitation. Prices and labor rates must be submitted to the nearest cent. Instructions for completing the Pricing Schedule are provided in Attachment 2.

(b) Subcontracting is permitted under this solicitation; however, markup of the subcontractor labor rates by the prime contractor is not permitted.

(c) For the purpose of proposing on-site and off-site labor rates, the following definitions apply:

(1) On-site - a contractor is working on-site if the major portion of the work activity, measured in labor hours, is performed at or in a facility controlled by FDIC. For these purposes, "controlled" includes facilities owned, leased, rented or occupied by the FDIC, for the purpose of doing business in its corporate, conservatorship, or receivership capacities. For the portion of the work that the Contractor performs at or in a facility controlled by FDIC, FDIC will allow Contractor to utilize standard and existing FDIC equipment and material, including but not limited to computer hardware and software.

(2) Off-site - a contractor is working off-site if the major portion of the work activity, measured in labor hours, is performed at a facility other than one controlled by the FDIC (as defined above), in which the Contractor furnishes

any and all materials needed to perform the work, including, but not limited to, computer hardware and software. FDIC may decide to supply contractor with software to be used in which case no cost or fee will be charged to the contractor. No other fees, costs, or expenses must be paid to a contractor working off-site other than the labor hour rate, unless specifically set forth in this contract.

(d) If the contract includes reimbursable travel, and the Contractor must be in the Washington, D.C., area overnight, the Contractor is required to stay at the Seidman Center providing space is available. If space is not available, the Contracting Officer will authorize the contractor to obtain alternate lodging. For reimbursement, the Contractor must submit written evidence regarding the unavailability of lodging at the Seidman Center with their invoice.

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

### **7.3.2-13 - Effective Period of Offer - July 2008**

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

### **7.3.2-15 - Mission Capability - Proposal Instructions - June 2025**

(a) The Mission Capability Volume must include the information described below. Do not include any pricing information in this volume. The Mission Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability rating criteria defined in the provision of this solicitation Evaluation of Mission Capability. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these sub-factors. Do not merely reiterate the objective or reformulate the requirements specified in the solicitation.

The proposal must address the following:

Technical Acceptability Matrix

Factor A - Oral Presentation (60 minute presentation)

Factor B - Technical Approach and Management Approach (15 page maximum)

Factor C - Key Personnel (Each resume 2 page maximum)

(b) Subcontracting Information. The Mission Capability Volume must convey an understanding of the work that will be performed by the offeror, as compared to that which will be performed by each subcontractor. Subcontracting information will be considered in the evaluation of proposals.

The offeror must provide the following subcontractor information:

- (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 clause 7.3.2-43) that will be filled by the subcontractor, if applicable;
- (4) Estimated dollar value of each subcontract;

- (5) Description of services to be performed or goods/material provided by the subcontractor; and
- (6) Rationale and the offeror's policy for subcontracting.

(Note: Do NOT include any labor rates in the Subcontracting Information. Estimated compensation to the subcontractor, including detailed information concerning labor categories and labor rates, must be included in the Pricing Volume.)

(c) If the offeror proposes to hire any incumbent key personnel, the offeror must include a copy of the incumbent personnel's resume and a letter of commitment from the individual. Do not include any pricing information (e.g., proposed salary, etc.) in the letter of commitment.

(d) Quality Assurance Surveillance Plan (QASP). Offeror must submit a QASP in response to SOO Section 10 "Quality Assurance Surveillance Plan (QASP).

(e) Offeror must submit the completed "Attachment 3 - Technical Acceptability Matrix" with Their proposal.

### **7.3.2-16 - Past Performance - Proposal Instructions - June 2025**

Do not include any pricing information in the Past Performance volume.

#### **(a) General**

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

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

#### **(b) Example Contracts (Recent and Relevant)**

The maximum number of pages to be submitted for the Relevant Experience and Past Performance Volume across the 4 work areas is eight (8) pages. Submit relevant experience and past performance information, in the format described in paragraph (c), on up to three (3 ) recent contracts you consider the most relevant in demonstrating your ability to perform this requirement. Also include past performance information on up to three (3) recent contracts performed by each of your subcontractors and joint venture partners, if any, which you consider the most relevant in demonstrating their ability to perform this requirement. Recent past performance is performance under contracts within the past five (5) years prior to the solicitation closing date. For a description of the characteristics or aspects the FDIC will consider in determining relevance, see provision 7.3.2-20, Evaluation of Past Performance.

(c) Past Performance Information

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

- (1) Offeror (or subcontractor or joint-venture) legal name on the example contract. If available, include the Unique Entity Identifier (UEI) number.
- (2) Indicate whether the entity in item (1) performed on the example contract as the prime contractor, as a subcontractor, or joint-venture.
- (3) Name of the customer.
- (4) Contract/work identification number.
- (5) Contract type, e.g., firm fixed-price, labor hour, time and material, or cost-type.
- (6) Total contract value (base and all options) and current contract value (base and all exercised options).,
- (7) Brief description of the work performed. Additional details about performance are to be provided in the paragraph (d) submission below.
- (8) Period of performance.
- (9) Point of contact for the contract (technical/project manager's and contracting official's names, email addresses, and telephone numbers).
- (10) Specify, by name, any key personnel you are proposing for the contract resulting from this solicitation and indicate their contractual roles on the example contract and in your offer.

(d) Offeror Narratives

Provide the rationale supporting the relevance of the particular contracts you selected as indicators of past performance in paragraph (c) to this requirement, e.g., what particular aspects of these contracts relate to the particulars of this solicited requirement, in what way do they relate, and to what degree. Illustrate how the work you performed applies to the Mission Capability factor and any sub-factors.

Your narrative may include your accomplishments in resolving problems encountered on these prior contracts and in identifying and managing program risk. Clearly describe management actions you took to overcome problems and the effect those actions had in achieving improvements or rectifying problems. Merely having problems does not automatically impact the evaluation rating negatively, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. This may result in a higher evaluation rating in some cases.

### **7.3.2-24 - Technical Approach - July 2008**

#### Technical Approach

- (a) The offeror must provide a comprehensive and complete written technical approach. The technical approach must demonstrate the offeror's understanding of the requirement and describe the methodology by which the offeror will successfully accomplish the requirements stated in the Statement of Objectives. The technical approach must, at a minimum, include the following:
  - (1) Technical approach to address scope objectives across the multiple Azure cloud technologies (data and AI) from development to production operations.

- (2) Approach for identifying process gaps and making recommendations, to enhance and streamline processes, while tracking progress and reporting measurable improvements.
  - (3) Approach to enhancing data catalog functionality through data discovery and metadata collection implementing automated metadata harvesting tools, ensuring comprehensive and accurate metadata capture.
  - (4) Employing advanced search capabilities with natural language processing (NLP) to improve data discoverability and user experience.
- (b) If the proposed technical approach is similar to that used successfully by the offeror in performing previous services, which are similar in size and scope to those required in this solicitation, describe the experience and how it supports the mission capability of this effort.

#### Management Approach

- (c) The offeror must provide a comprehensive and complete written management approach for managing the project that clearly provides a practical, low-risk approach and includes all of the following:
    - (1) An agile team approach for addressing the work across the five areas.
    - (2) Plan for addressing staffing the optional /surge work.
    - (3) Approach to ensure high quality deliverables.
- (b) If the proposed management plan is similar to that used successfully by the offeror in performing previous services, which are similar in size and scope to those required in this solicitation, describe the experience and how it supports the mission capability of this effort.

#### **7.3.2-26 - Key Personnel - July 2008**

The offeror must identify and demonstrate that proposed key personnel possess the necessary experience and qualifications. The Key Personnel and necessary experience and qualifications are detailed in Section 6 "Key Personnel" of SOO. The offeror must provide resumes for each key personnel. Each resume must not exceed 2 pages in length. Each resume must include the following information:

- (1) General Information (name/title)
- (2) Education
- (3) Experience
- (4) Accreditations (memberships/professional licenses)

#### **7.3.2-27 - Oral Presentation - July 2008**

- (a) After the submission of proposals, eligible offerors must make an oral presentation to the FDIC Technical Evaluation Panel and Contracting Officer, and participate in a question and answer session. The Offeror's will be given Oral Presentation Challenge questions to answer/present 2 hours before they are scheduled to present. Offerors must expect probing questions as to their understanding of the requirement and capabilities. Oral presentations will be evaluated as described in Section M. THE PRESENTATION OF INFORMATION ABOUT PRICING IS NOT PERMITTED DURING EITHER THE ORAL PRESENTATION OR THE QUESTION AND ANSWER SESSION.

- (b) The Oral Presentation will be conducted virtually on Microsoft Teams. Offeror may use PowerPoint (.ppt) or a similar program to provide visual support for its presentation. There is no limit on the number of slides that an

offeror may use. However, when reviewing and evaluating the oral presentations, FDIC will not evaluate any slide that was not projected and fully addressed during the presentation. The production and use of an excessive number of or overly elaborate slides may be considered in the evaluation process.

(c) FDIC will not accept any change to the oral presentation briefing slides after the presentation. However, while making the oral presentation, the offeror may expand on the information contained in the briefing slides. The FDIC will not discuss an offeror's strengths or weaknesses and will not conduct negotiations during the oral presentation. Statements made by the offeror during the oral presentation will not become a part of any contract resulting from this solicitation unless the FDIC and offeror agree to make it a part of the contract.

(d) The following topics must be covered in the oral presentation:

(1) Challenge questions provided to the bidders 2 hours before the scheduled Oral presentation.

(e) The presentation must be given by key personnel or senior members of the team being proposed to manage the contract. The majority of the presentation must be given by the individual who will personally direct and supervise performance and will have complete operational responsibility. However, the offeror may have other personnel conduct parts of the presentation related to their area of expertise. The number of presenters must be held to a minimum and all must be individuals who will perform under the contract.

(f) The oral presentation, excluding the question and answer period, will be limited to sixty (60) minutes. Following the oral presentation, there will be a short recess to be followed by a thirty (30) minute question and answer session. During the question and answer session, FDIC may request clarification or elaboration of any points addressed in the oral presentation for the purpose of clarifying areas of the offeror's response which are unclear or not adequately supported or understood. The offeror is not entitled to ask FDIC questions during the oral presentation or question and answer period.

(g) Oral presentations are expected to occur approximately seven (7) calendar days after the closing date of this solicitation. The order in which oral presentations will be made will be randomly determined by the Contracting Officer. The Offeror will receive an advance notice, at least three (3) calendar days prior to the oral presentation date, identifying the offeror's scheduled date, time and location for the oral presentation. The offeror must confirm the receipt of the notification for the oral presentation to the Contracting Officer and must include a list of names and titles for all presenters and attendees. The offeror's point of contact for the presentation, including telephone number, must also be included in the confirmation. FDIC may not be able to accommodate a schedule change requested by an offeror for its oral presentation and may proceed with the source selection process without hearing the offeror's oral presentation. It is within the Contracting Officer's discretion to reschedule any offeror's presentation.

(h) Offeror may not record its presentation using audio or videotape or any other method/medium. FDIC reserves the right to videotape or otherwise record the presentation, including question and answer session. Copies of videotaped presentations or other recordings will not be made available to individual offerors.

### **7.5.2-01 - Background Investigation Questionnaires - May 2025**

Background Investigation Questionnaires.

## Pre-Award

During the pre-award period, after proposals have been submitted, the offeror shall enter information into FDIC's Enterprise Workforce Solution (eWORKS), when or if directed by the Contracting Officer or upon the offeror's receipt of an email from the eWORKS System Administrator. eWORKS is a tool that automates the background investigation process for new applicants and contractors. The information submitted in eWORKS must be accurate and complete so as not to delay the investigation and evaluation process. For reference, the required information for eWORKS is contained in the following forms:

For the Contractor:

- Background Investigation Questionnaire for Contractors (FDIC 1600/07).

For all Key Personnel that will work on-site and have unescorted access to FDIC offices or facilities, have access to FDIC networks/systems, or have access to sensitive information:

- Background Investigation Questionnaire for Contract Personnel and Subcontractors (FDIC 1600/04);
- Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10); and
- A current (within the last 30 days) IRS Tax Compliance Report.

For reference, the three FDIC documents (FDIC 1600/04, 1600/07, and 1600/10) are available at the FDIC website:  
<https://www.fdic.gov/about/doing-business/acquisition/index.html>

Key personnel must obtain a copy of their IRS Tax Compliance Report by visiting the IRS webpage, creating an individual online account, and downloading the PDF document. FDIC will provide instructions on how to access the IRS webpage and obtain a Tax Compliance Report, as well as how to submit the report in eWORKS.

## Post-Award

The successful offeror must comply with additional background investigation requirements, as set forth in clause 7.5.2-03, Background Investigations. All costs related to complying with the requirements of 7.5.2-03 will be borne by the successful offeror.

## Section M - Evaluation Factors for Award

No attachments were added for this section.

### Clauses Incorporated By Reference

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

### Full Text Clauses

#### 7.3.2-17 - Best Value Evaluation Process - February 2025

(a) Technical Acceptability: The FDIC will review all proposals for responsiveness and all offerors (including subcontractors) for compliance with 12 CFR 366, and will evaluate individual proposals against the evaluation criteria. The FDIC may exclude an offeror from further consideration if it submits an offer that does not conform to the proposal submission requirements. The FDIC will conduct an initial review of proposals for a Technical Acceptability Review. The Technical Acceptability Review is a review of the offeror's response to Attachment 3 - Technical Acceptability Matrix to ensure that the offeror's proposed solution has applied all six (6) of the following constraints and that they are acceptable to the FDIC:

1. Secure GneAI with Retrieval Augmented Generation (RAG) in Regulated Environment for 2+ years
2. AI Integration with Measurable Outcome and Fed Compliance
3. Production Natural Language Processing (NLP) Capabilities and Experience
4. Microsoft Cloud Partner – Specialist or Expert (Active)
5. 5 Consecutive Years in FedRAMP Azure
6. All 7 Azure Services in Government Use

Offerors will be rated Pass/Fail. Offerors that meet all the requirements will be rated "Pass" and their proposals will be further evaluated. Offerors who do not meet all the mandatory requirements will be rated "Fail" and their proposals will not be further evaluated.

- (b) Factors A through D are listed in descending order of importance and, when combined, are more important than Factor E.

Factor A - Oral Presentation

Factor B - Technical Approach and Management Approach

Factor C - Key Personnel

Factor D - Past Performance

Factor E – Price

Following an evaluation, award will be made to the offeror whose proposal is determined to be most advantageous (best value) to the FDIC.

- (c) Subjective judgment is implicit in the analysis of best value. The best value may not necessarily be represented by the lowest price offered. Price is not expected to be the most significant factor in the selection of a Contractor

from this solicitation. The degree of importance of price as a factor, however, could increase depending upon how equally matched the competing proposals are for the other factors evaluated. When competing proposals are judged to be equal upon evaluation of the other factors considered in the best value analysis, total price and other price factors would become the most significant factor.

### **7.3.2-18 - Evaluation of Mission Capability - June 2025**

(a) Review and Assessment of Mission Capability Proposals. FDIC will review and assess the Mission Capability of each proposal against the stated evaluation factors set forth in the provision Mission Capability - Proposal Instructions. Mission Capability ratings will focus on strengths and weaknesses of the offeror's proposal and assess the extent to which offeror's proposal fulfills the functional requirements and meets FDIC's needs. Evaluators will consider the soundness, content, clarity, quality, accuracy, and completeness of the proposal.

Each factor within the Mission Capability will receive one of the following ratings, based on the assessed strengths and proposal shortfalls of each offeror's proposal as it relates to each of the Mission Capability factors.

#### **MISSION CAPABILITY RATING SCALE**

#### **CONFIDENCE RATING DEFINITION**

High Confidence: The FDIC has high confidence that the Offeror understands the requirement, proposes a sound approach and will be successful in performing the contract with little or no FDIC intervention.

Some Confidence: The FDIC has some confidence that the Offeror understands the requirement, proposes a sound approach and will be successful in performing the contract with some FDIC intervention.

Low Confidence: The FDIC has low confidence that the Offeror understands the requirement, proposes a sound approach or will be successful in performing the contract even with FDIC intervention. A proposal with a 'Low Confidence' evaluation in any factor is not eligible for award.

(b) Offeror will be evaluated on its experience in managing services similar in scope to those required in this solicitation, which demonstrate the offeror's capability to support the mission.

(c) The FDIC will evaluate the offeror's subcontracting information and proposed subcontractors, considering the following:

(1) The adequacy of the proposed rationale for subcontracting.

(2) The appropriateness of the proposed level of subcontracting for the requirements of the contract (that is, reasonably balanced on a technical basis).

(3) The appropriateness of the subcontractor's qualifications, resources and capabilities for the complexity of the work.

### **7.3.2-20 - Evaluation of Past Performance - September 2024**

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

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

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

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

**HIGHLY RELEVANT** - The magnitude of the effort and the complexities on this contract are essentially what the solicitation requires.

**RELEVANT** - Some dissimilarities in magnitude of the effort and/or complexities exist on this contract, but it contains most of what the solicitation requires.

**NOT RELEVANT** - Performance on this contract contains no material similarity to the performance required by this solicitation.

Each offeror will receive one of the ratings described below:

#### **RATING DEFINITION**

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

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

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

Neutral/Unknown Confidence - No performance record identifiable.

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

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

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

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

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

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

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

Price proposals will be evaluated with respect to completeness, reasonableness, and, as appropriate, realism. The Contracting Officer may also evaluate the Overall Evaluated Price (OEP) for each offeror.

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.

Overall Evaluated Price (OEP): The OEP will be computed based on the total of the following:

- (a) The offeror's proposed labor rates or item pricing for each category multiplied by the specified level of effort or extended unit pricing as appropriate.

### **7.3.2-23 - Evaluation of Financial Capability - July 2008**

The FDIC will evaluate the financial capability of the potential awardee(s) on a "pass/fail" basis.

### **7.3.2-29 - Award - Best Value - February 2025**

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