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

1. REQUISITION NUMBER: ASBITC-26-00514

PAGE 1 OF 163

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: CORHQ-26-R-0167

6. SOLICITATION ISSUE DATE: 05/22/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. CONTACT INFORMATION

8. OFFER DUE DATE/ LOCAL TIME: 07/01/2026

9. ISSUED BY
Federal Deposit Insurance Corporation
DOA/ASB

CODE

10. SOCIO-ECONOMIC STATUS
☒ NO ☐ YES
NAICS: 541512
ETHNICITY:
☐ SDB
☐ MWOB
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

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

12. DISCOUNT TERMS

☐ 13a. SUB-CONTRACTING PERMITTED/APPROVED

13b. N/A

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

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

TELEPHONE NO.

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

DOFAPInvoice@fdic.gov

CODE

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

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

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

25. N/A

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$0.00

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Mikel Wood

31c. DATE SIGNED

FDIC 3700/55 (3-08)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

FDIC 3700/55 (3-08)

Section B - Supplies or Services and Prices/Costs

CLIN #	Description	Quantity	Unit	Unit Price	Total Price
0001	New Acquisition System - Next Generation System Professional Services	1	EA		

No attachments were added for this section.

Section C - Description/Specifications/Work Statement

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

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

Full Text Clauses

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

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

Acquisition System Next Generation (AS-NG SOO).

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

Federal Deposit Insurance Corporation

Acquisition System - Next Generation Support Services Statement of Objectives

Federal Deposit Insurance Corporation
Division of Administration (DOA)
Acquisition Services Branch (ASB)

Federal Deposit Insurance Corporation

1 Purpose

The Federal Deposit Insurance Corporation (FDIC) is procuring and implementing an enterprise-level acquisition lifecycle solution – Appian's Government Acquisition Management Suite (GAMS). Specifically, the FDIC will be implementing three GAMS solutions:

1. Contract Writing
2. Government Clause Automation
3. Requirements Management

These solutions will provide contract writing (CW), contract filing (CF), and early acquisition planning (EAP) capabilities to the FDIC. CW will enable Contracting Officers (COs) to create, update, and track solicitations and awards; Program Offices (POs) to nominate Oversight Managers (OMs) and appoint Technical Monitors (TMs); and COs and OMs to initiate and monitor contractor performance evaluations. CF will allow users to easily store, access, and manage contract files and documents. EAP refers to the collaboration between COs and Program Offices to create, update, and track complete requirements packages.

Within the FDIC and throughout this Statement of Objectives (SOO), the new acquisition solution will be referred to as the Acquisition System-Next Generation (AS-NG). AS-NG is intended to significantly enhance the efficiency and effectiveness of activities across the acquisition lifecycle by automating and integrating acquisition workflows and processes used by key end users across the FDIC. It is also expected to improve compliance with policies and procedures by reducing workarounds to existing systems and manually performed tasks. Furthermore, it will expand transparency and enhance data-driven decisions by enabling robust reporting and data query capabilities.

The purpose of this SOO is to obtain contractor support to develop, deploy, and maintain AS-NG across the FDIC. The Awardee's technical approach – to include specific tasks, performance standards, and the Quality Control Plan (QCP) – will be incorporated into the final contract as the Performance Work Statement (PWS). The FDIC's desired PWS will focus on measurable performance standards rather than prescribed methods.

2 Background

2.1 General

The FDIC is a non-Federal Acquisition Regulation (FAR), non-appropriated agency that follows its own acquisition policy and procedures implemented by the Division of Administration (DOA), Acquisition Services Branch (ASB). ASB is responsible for awarding and administrating Contracts, Basic Ordering Agreements (BOAs), Receivership Basic Ordering Agreements (RBOAs), and Task Orders in support of the FDIC's mission. On average, ASB awards 425 new agreements/contracts and administers approximately 900 agreements/contracts annually. The acquisition process is supported by a network of OMs and TMs whose roles are similar to those of Contracting Officer Representatives (CORs) in the FAR contracting environment.

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2.2 Current Acquisition Systems and Tools

Contract Writing

AS-NG will replace the FDIC's heavily customized contract writing system, the Automated Procurement System (APS). APS is a Commercial-off-the-Shelf (COTS) product built on an Appian platform running on Version 18.2. APS is supported on-premises and is not aligned with the FDIC's target cloud architecture. See Appendix B – Contract Writing Business Process Models. Due to limited reporting capabilities within APS, the FDIC uses visualization tools like Power BI and other tools listed in Figure 1, Technology Stack to create dashboards and reports with APS and other related FDIC data.

Contract Filing

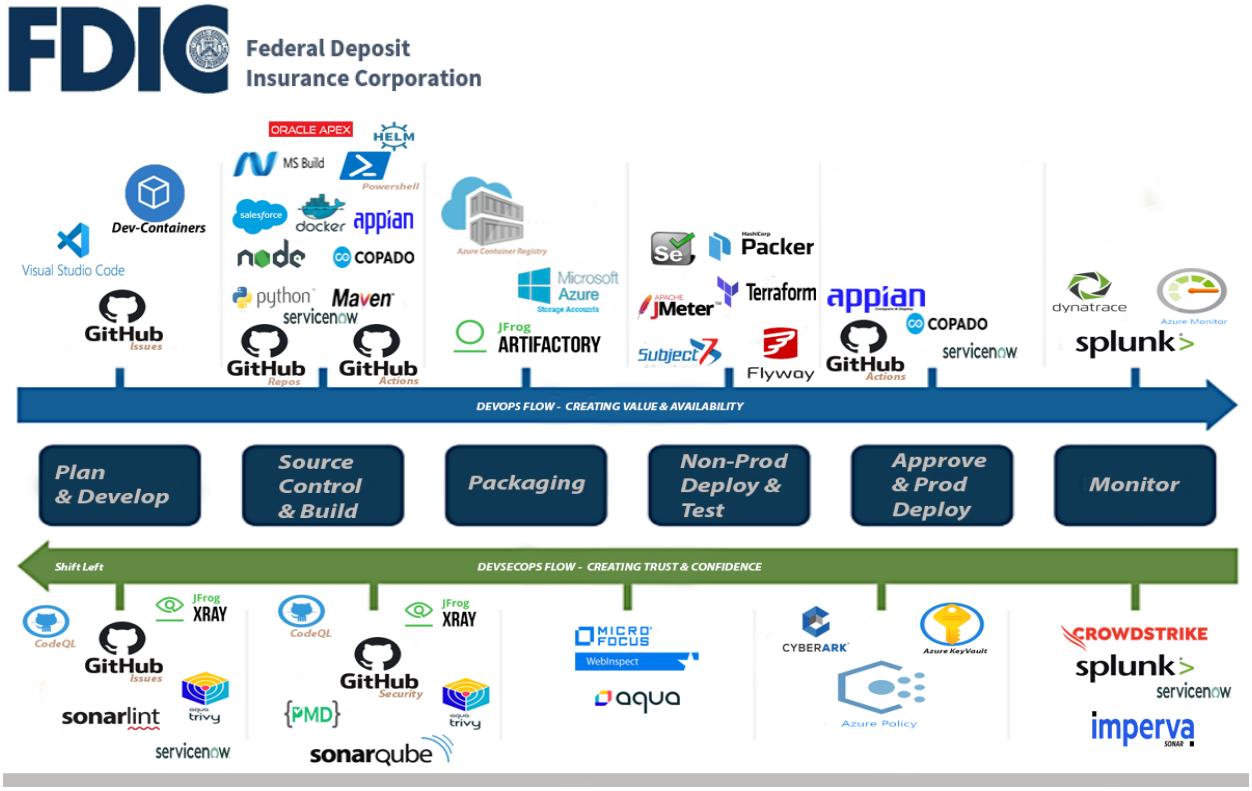
The FDIC will also replace its official contract document storage repository, the Consolidated Document Information System – Contract Electronic Filing (CDIS-CEFile). CEFile is a component of CDIS, a centralized digital repository which utilizes Documentum. CDIS will not be replaced under the scope of this project; however, the sub-component CEFile will be replaced by the AS-NG's contract filing module.

Early Acquisition Planning

The FDIC does not have an automated solution for early acquisition planning. These tasks are currently accomplished using Microsoft SharePoint and email.

2.3 Technology Stack

Figure 1 depicts a representative Development, Security, and Operations (DevSecOps) toolchain that is part of an ecosystem that supports the FDIC's product development. It is not a comprehensive list and includes only the major tech stacks and target platforms. The Contractor shall utilize only FDIC-approved DevSecOps tools and pipelines when developing, integrating, testing, and deploying solutions within the Corporation's technical environment. Any new tools, such as new Appian plugins, would need to pass enterprise architecture and security authorizations to be approved for use within the FDIC environment. Lead time for incorporating such approvals would need to be included in any project planning materials.



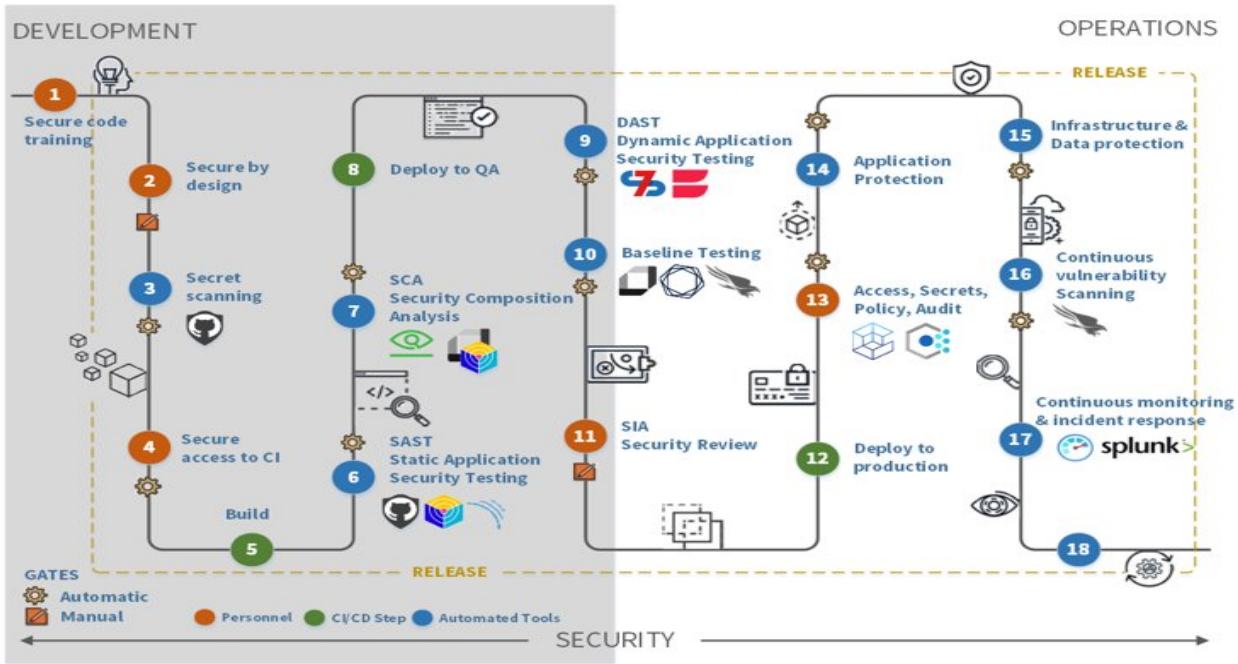


Figure 1

3 Scope

The scope of this contract includes all services required to deliver a secure enterprise-level, end-to-end acquisition lifecycle solution consisting of the three modules and associated functionalities described in this SOO and Appendices across both mobile and desktop devices. The contractor shall provide all labor, management, tools, and materials to deliver a secure enterprise solution inclusive of program/project management, discovery and fit-gap,

configuration and development, data and information management, testing and QA, security and compliance, authority to operate, deployment and cutover, training and organizational change management, operations and maintenance, and continuous improvement activities for products released into production. Support also includes creating interfaces to FDIC's training management system (Blackboard-based), financial systems (PeopleSoft-based), required connectivity to Enterprise Data Warehouse databases, and migrating documents and data from two legacy systems, APS and CDIS/CEFile. The FDIC estimates that approximately 1,100 people will need to be trained in AS-NG based on roles assigned (i.e., CO, OM, TM, System Administrators).

AS-NG modules and expected timelines are listed below in priority order. The FDIC expects AS-NG to be developed iteratively across three functional modules, with capabilities delivered in timeboxed sprints. While development of modules may overlap, legacy systems may not operate in parallel with AS-NG in Production.

Table 1 - Projected Timeline for AS-NG Development

Item	Est. User Count	Est. Duration
Discovery Period		1 Month
Module 1. Contract Writing (CW)	70	17 Months
Module 2. Contract File (CF)	900	12 Months
Module 3. Early Acquisition Planning (EAP)	100	6 Months

4 General Approach

The FDIC's preferred approach is the use of Agile methodologies focused on iterative delivery, flexibility, collaboration, and rapid development, breaking projects into small, manageable cycles (sprints) to adapt to change and incorporate continuous customer feedback, prioritizing working software, people, and responding to evolving needs. The approach shall also utilize human-centered feedback and design to include software that is easy to learn and navigate, allowing users to accomplish tasks efficiently while creating an enjoyable and engaging experience. The contractor's Agile development team(s) shall work closely with FDIC's Program Manager, Product Owner, Data Team, and end users to ensure cross-functional collaboration.

The Contractor will be responsible for the delivery of a solution that meets the objectives stated in this SOO and the requirements included in the SOO Appendices (A-G). The Contractor will also be responsible for the maintenance and operation of the solution, which will begin immediately after the first module is released to Production and continue through the final Production release of this development effort.
In support of Agile development, the Contractor shall:

- Develop and enhance Product Vision and Goal, and the Product Roadmap to support consistent delivery of high-quality, mission-aligned functionality.
- Foster effective collaboration with the Product Owner through the ongoing process of refining and prioritizing the product backlog (new features, bug fixes, enhancements,

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technical work) including clear acceptance criteria, estimating size of user stories and sprint timeframes, resulting in well-define, actionable backlog that supports timely delivery of capabilities.

- Assist in the development of Constraints, Limitations, Users, and Exclusions (CLUE) to help focus development team and prevent scope creep during a sprint. See Appendix A: User Stories.
- Design, code, test, and deliver functional software increments and supporting artifacts based on refined, prioritized product backlog and user stories.
- Support Continuous Integration and Continuous Delivery (CI/CD) to trigger automated builds and tests to catch bugs early, and ensure code is always ready to deploy.
- Identify, document, and track all system components (code, documentation, servers) to ensure system integrity, consistency, and traceability throughout the software lifecycle to include process for reviewing, approving, and implementing changes to those assets to minimize risks.
- Plan, create, and validate scripts for AS-NG deployment, directly support AS-NG deployment and provide release planning and management support.
- Work daily to include daily stand-up meetings to synchronize progress, discuss blockers, and align goals.

Note: This list is not meant to be comprehensive, but to illustrate the FDIC's desire to have a solution built using Agile methodologies.

5 Objectives

5.1 Discovery Period

Perform the 'up-front planning work' (see SOO Section 6 for specific deliverables) necessary to provide overall vision, scope, objectives, initial high-level requirements, architecture, estimates, plans and agreement on roles, responsibilities, working practices, etc., to ensure sufficient consideration is given to these factors early on at the beginning to avoid significant problems later. The Discovery Period shall include a mapping of AS-NG requirements to GAMS out of the box functionality to identify any gaps.

5.2 User Stories

Implement Appian GAMS to meet the User Stories in Appendix A and acts as an integrated, secure, compliant, and searchable repository that streamlines the FDIC contract lifecycle; key features include automated document assembly with templates and clause libraries, process automation and workflows, document management and search, e-signature integration, version control and collaboration, contract portfolio reporting to track and manage KPIs, and customizable reporting/analytics.

5.3 User Centered Design

Provide a user-centric approach where everything starts with understanding the users' needs, prototyping solutions, testing, and iterating, ensuring the final product is intuitive, accessible, and meets business goals. Provide Usability Testing that evaluates the products developed by testing

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them with a representative set of users to learn if participants are able to complete specified tasks successfully, identify how long it takes to complete specified tasks, and discover how satisfied participants are with the product.

5.4 Security Plan

Provide and follow a Security Plan, in accordance with Appendix D - System Security Assessment and Authorization Requirements, to include security standards and best practices through all stages of development to include but not limited to:

- Compliance with applicable FDIC security standards for technology and data requirements, NIST
- Remediation of security issues identified by the FDIC's Information Security and Privacy Programs
- Supporting efforts related to establishing and maintaining the FDIC Authorities to Operate (ATOs)
- Ensuring data protection, integrity, and privacy requirements are designed and adhered to.
- Protecting information used, gathered, or developed under this contract and for the implementation of security controls identified in the FedRAMP package

5.5 FedRAMP Compliance

Provide a solution that complies with Appendix D - System Security Assessment and Authorization Requirements and provides sufficient detailed documentation to enable the FDIC to review all assessment processes, activities, results, and conclusions. Provide core FedRAMP documentation for FDIC's review to include:

- System Security Plan (SSP)
- Security Assessment Plan (SAP)
- Security Assessment Report (SAR)
- Plan of Action and Milestone (POA&M); POA&M should reflect any findings discovered in the annual controls assessment
- Continuous Monitoring Plan
- Vulnerability Deviation Request form(s), if applicable
- Solution Penetration Testing Results, if applicable
- Third Party Assessment Organization's (3PAO's) security assessment and continuous monitoring findings to include how the Contractor addressed findings
- Open Web Solution Security; solution must be free from Open Web Solution Security Project (OWASP) Top 10 vulnerabilities.

5.6 Disaster Recovery

Provide a solution that complies with FDIC Disaster Recovery plan if/when necessary to the FDIC for review:

- At a minimum, the disaster recovery plan shall include the procedures for testing the plan.
- The contractor shall provide the results of most recent testing of their disaster recovery plan.
- The Maximum Time for Downtime (MTD) shall not be greater than 72 clock hours.

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5.7 User Authentication
The solution shall support multi-factor authentication and shall be configured to support Single Sign-On (SSO) for user authentication.

5.8 Scalability
Provide a solution that scales to accommodate two percent quarterly growth without any degradation of system performance.

5.9 Digital Accessibility
Provide a solution that complies with Section 508 requirements and provide a voluntary product accessibility template (VPAT) to FDIC for review. The solution shall also conform to FDIC style guidelines.

5.10 Data Management
Provide a solution that delivers best-in-class database design, development, implementation, and management practices and techniques to deliver effective data structure for optimal data management and retrieval – to include easy to maintain and cost-effective data storage in a manner that improves data consistency. The Contractor shall provide a Data Management Plan detailing data collection, organization, storage, security, and sharing of data during and after project is completed.

5.11 Testing
Establish and maintain an automated test suite for the purpose of performing testing to ensure functionality and quality of the digital solutions delivered. This type of testing includes but is not limited to user interface testing, API testing, performance testing, and code quality testing. Additionally, testing methodologies such as Behavior Driven Development (BDD), Test Driven Development (TDD), and Acceptance Test Driven Development (ATDD) should be considered. The overarching goal is to ensure a reduction in the number of test cases ran manually and improve testing time and test coverage. In addition, provide a Test Plan detailing objectives, resources, and processes.

5.12 Audit Logging
Provide a solution that ensures audit tracking to automatically and chronologically record activities, events, and changes to data to create a secure audit log with reporting capabilities.

5.13 User Training
Provide an approach that includes a structured, Section 508-compliant training focused on user adoption through tailored FDIC specific, role-specific learning, role-based training, hands-on practice, simulations to complete an action (i.e., issue a solicitation) and a clear explanation of benefits and continuous support. Provide a training plan that includes type and frequency of training, and develop training in different formats, including training videos/tutorials/job aids, including webinars and workshops to provide live, interactive training, one-on-one coaching, user guides and FAQ for quick reference. Provide training and training material updates on time and to

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standards as required. Provide training materials that include online courses published as a Sharable Content Object Reference Model (SCORM 1.2) package.

5.14 Organizational Change Management

Provide organizational change management support to include stakeholder analysis and management, regular, consistent communications to stakeholders, training and education, and support and feedback in the form of a help desk or support structure for troubleshooting and gathering feedback for continuous improvement.

5.15 Data Migration

The Contractor will migrate data and documents from legacy systems to AS-NG. See Appendix C: Data Migration Business Requirements. The Contractor shall provide a Data and Document Migration and Validation Plan to guide efforts and ensure successful migration.

5.16 Reporting

Provide a solution with rich reporting capabilities to include visual, interactive dashboards, automated and scheduled reports, ability to apply various reporting criteria (i.e., filtering, sorting, field selections) so reports can be tailored to meet specific needs, drilldown capability down to the lowest level of data, and ability to generate metrics for various activities and actively monitor (i.e., Procurement Administrative Lead Time (PALT), Clause Report, User Access Report). Provide robust reporting capabilities that adheres to FDIC's Data Analytics Architecture.

5.17 System Documentation

Provide comprehensive system documentation defined as comprehensive blueprint of a system (software, hardware, or process), detailing its design, components, architecture, operation, and maintenance, serving as a vital reference for developers, admins, and users to ensure consistency,
facilitate updates, and enable seamless knowledge transfer. This includes requirements, design specs, source code, and user guides, acting as an "owner's manual" to prevent chaos during changes or issues.

Documentation will be provided that supports internal developers and system administrators (architecture, code, setup), external for customers (tutorials, job aids, FAQs), and process-oriented (internal workflows and standards). Key components include:

- Requirements: What the system needs to do (Product Requirements Document - PRD).
- Architecture: High-level design, component relationships, and dependencies.
- Design Decisions: Rationale behind key choices.
- Source Code Documentation: Explanations within the code itself.
- CI/CD Environment Design Diagram: Depicts how ongoing automation and monitoring are implemented to improve and expedite development processes for integration and testing, and deployment and delivery.
- Data Dictionary: Structured repository of metadata that provides a comprehensive description of the data used in the system.
- Configuration Management Plan: Comprehensive description of the roles, responsibilities, policies, and procedures that apply when managing changes to AS-NG.

- File Naming Convention: Framework for naming AS-NG files in a way that describes what they contain and how they relate to other files.
- Operational Procedures: How to deploy, configure, and maintain the system.
- User Guides: Tutorials and FAQs for end-users.
- Quality Assurance: Testing documentation.

5.18 Metrics Reporting

Provide real-time, business-facing metrics through configurable dashboards in the FDIC's designated Agile Management Tool (GitHub); reporting also includes Agile burn down charts, release roadmaps, and schedules.

5.19 Service Level Recommendations

In addition to the required Service Level Agreements included in SOO Appendix E, the Contractor shall recommend Application Support and Agile Software Performance SLAs and associated Key Performance Indictors (KPIs). Proposed metrics will include title, description, methodology for measuring/calculating, and frequency.

5.20 System Implementation Plan

Provide a System Implementation Plan detailing how AS-NG will be installed, configured, and deployed.

5.21 Transition Out

Provide a Transition Plan detailing how services, knowledge, and assets will be transitioned to a follow-on contractor or Government entity at contract completion.

6 Deliverables

The Contractor shall provide deliverables to the assigned FDIC OM and TM electronically and in the format specified via email by the close of business day 4:30 PM EST Monday through Friday. All deliverables submitted (uploaded) in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

The initial format for most deliverables will be a standard Microsoft Office format however the FDIC is continuing to evolve its application development process and practices. When requested, the Contractor shall use these new technologies in the submission of deliverables.

Table 2 – AS-NG Support Services Deliverables

Title	Description	Frequency	Format
1. Definition of Done	Shared set of criteria that determines when a product increment is complete and ready for release. This includes defining acceptance	Exit Criteria for Discovery Period	MS Office Product

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Title	Description	Frequency	Format
	criteria for the completion of the Performance Events listed in Section 8, Table 3 of this SOO.		
2. Establish standing meeting scheduling/ cadence and Team Norms	To include backlog refinement, demonstration, sprint retrospective, etc.	Exit Criteria for Discovery Period	MS Office Product
3. Product Roadmap	To include Performance Event Completion Dates for Section 8, Table 3 of this SOO.	Exit Criteria for Discovery Period	MS Office Product
4. Security Plan	See SOO Section 5.4	In accordance with SOO Appendix D	MS Office Product
5. FedRAMP Security Documentation	See SOO Section 5.5	On an annual basis or as significant changes are made.	MS Office Product
6. Configuration Management Plan	See SOO Section 5.17	30 business days after Discovery Period ends	MS Office Product
7. Organizational Change Management Plan	See SOO Section 5.14	30 business days after Discovery Period ends	MS Office Product
8. Data and Document Migration and Validation Plan	See SOO Section 5.15	90 business days after award	MS Office Product
9. Training Plan	See SOO Section 5.13	120 business days after award	MS Office Product
10. Data Management Plan	See SOO Section 5.10	120 business days after award	MS Office Product
11. System Implementation Plan	See SOO Section 5.20	120 business days after award; updated as needed	MS Office Product or lifecycle management tool
12. Transition Plan	See SOO Section 5.21	120 business days after award	MS Office Product
13. Quality Control Plan (QCP)	Outlines specific procedures, standards, and responsibilities for maintaining product and	As part of proposal; updated when there is a change	MS Office Product

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Title	Description	Frequency	Format
	service quality		
14. Shippable Application Code	To include appropriate supporting artifacts	Continuously with each Sprint and Release	Application Source and Compiled Code
15. Test Plan, Test Scripts and Results	See SOO Section 5.11	Continuously with Sprint and Release	MS Office Product and Application Source Code
16. System Documentation	See SOO Section 5.17	Continuous throughout project lifecycle	MS Office Product or lifecycle management tool
17. Product, Release, and Sprint Backlogs		As needed to support sprints	Electronic Backlog
18. Disaster Recovery Plan	See SOO Section 5.6	As directed by FDIC	MS Office Product
19. Training Materials	See SOO Section 5.13	No less than 30 business days prior to training	Webinars, Videos, MS Office Product
20. Status Briefings, Meeting Reports, Burn Down Charts, etc.	Updates on planned tasks, contract spend, issues, etc.	As directed by FDIC	MS Office Product
21. Service Level Agreement Report	See SOO Appendix E	Monthly	MS Office Product

7 Service Delivery Model

The work on this contract will be accomplished through firm-fixed-price (FFP) Agile Teams. Contractor resources supporting the AS-NG solution shall be skilled in FDIC-approved architecture and technologies and provide the expertise to inform development and design planning, execution, and implementation. The Contractor shall also contribute to evolving development standards at the FDIC and share lessons learned with other stakeholders.

7.1 Agile Team Size

The contract will include multiple options to give the FDIC flexibility for varying the size and number of Agile Teams as time passes. The Team size will be stated in terms of Full-Time Equivalents (FTEs). For example, a Team size of five may be satisfied by five full-time employees, or three full time employees and four half-time employees (unless otherwise noted in the Contract Line-Item Number). As work on the project evolves, the Contractor may be required to reorganize the team(s) in order to support changing needs. This could mean scaling the team(s) up or down and shifting roles on the team(s).

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A key aspect of this contract is that the Contractor will provide fully staffed cross-functional team(s) to accomplish the needed work. The Contractor's inability to provide fully staffed cross-functional Teams to accomplish the needed work will be a failure on the Contractor's part, as the velocity and quality of the work is dependent on fully staffed cross-functional teams.

A Contractor employee who is fully dedicated to an Agile Team for any period of time under this contract shall not be used by the Contractor for any other work during that period of time.

7.2 Contract Type

The Contract Line-Item Numbers (CLINs) on this award are Firm Fixed Price (FFP) based on Team size. The anticipated CLINs and Team sizes are listed below, however, the FDIC is open to alternatives proposed by the Offerors as part of the AS-NG solicitation that realize efficiencies:

1. CLIN 1 – Discovery Period: **6 FTEs**
    - The Discovery period is not anticipated to exceed one month. Charges against CLINs 2-4 may not begin until the Discovery Period has been successfully completed as determined by the FDIC.
2. CLIN 2 – Module 1 CW Team: **6 FTEs**
    - Note the CW Team includes any resources related to supporting the ATO process as well as the Change Manager (Key Personnel) role
3. CLIN 3 – Module 2 CF Team: **4 FTEs**
4. CLIN 4 – Module 3 EAP Team: **1 FTE**

7.3 Contractor Employee Bench

It is expected that the Contractor will have reach-back to a bench of FDIC-cleared employees who can act as substitutes for team members who may be absent for whatever reason or brought on in the event a Team size needs to be increased. The Contractor bench staff shall have a breadth of skills and experience sufficient for them to effectively pick up the work of absent Team colleagues on a temporary basis. The Contractor shall coordinate with the Oversight Manager and designated DIT Project/Program Managers for each Team to ensure that bench employees are able to step in for absent Team members on a same-day or next-day basis. Bench staff shall: have been cleared by FDIC's Security and Emergency Preparedness Section (SEPS); have an unexpired FDIC PIV card; have an FDIC laptop that is current with mandatory security and other patches; have been provisioned for FDIC network access and other common services, including relevant SharePoint repositories, GitHub projects, ServiceNow and other necessary development tools; and have been granted access to the development, QA, and other environments used by the Team(s).

7.4 Contractor Employee Absences

Notification of planned or unplanned absences, along with identification of bench staff to be substituted in, shall be provided to the Oversight Manager, the designated DIT Project/Program Manager, and the AS-NG Product Owner on a timely basis or as requested by the Oversight Manager. Additionally, for each Team, the Contractor shall ensure that over the course of each Agile sprint, FDIC receives in total the number of FTE-hours it is entitled to based on the Team size and the number of workdays in the sprint. The FDIC may excuse non-recurring,

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short-term absences of Contractor personnel; provided, the Team's performance, velocity, quality, or other expectations are satisfied. Should there be any extended or recurring absences, the vendor shall invoice at a reduced rate commensurate with the Team size performing during the time.

7.5 Team LCAT Composition

As the work progresses or evolves, the Contractor shall adjust its Team composition as appropriate to any new needs and with the approval of the FDIC Oversight Manager. These adjustments occur within the fixed-price and fixed-size of the Team, and do not require contract modifications. For example, a 4-FTE Team of three developers and one tester might evolve to two developers, 1 tester, and 1 database manager.

7.6 Re-Sizing Teams within a Performance Period

FDIC anticipates awarding the base period and subsequent option periods with its best projection regarding Team sizes. However, within a period, the FDIC may re-size a Team for a different size for the remainder of that period using the pricing table in the contract; provided, the FDIC gives reasonable notice to the Contractor. Here, reasonable means at least two (2) months advance notice if done unilaterally by the FDIC, or any time if done bilaterally.

7.7 Temporary Loan of Team Member Between Teams

In the event FDIC chooses to prioritize work of a particular Team during a given sprint and deprioritize work on another Team, the Parties may agree to request the Contractor to temporarily detail a contractor employee from one Team to another Team without a change in contract price and without a change in the price of either Team. For example, the Parties may agree that one Team temporarily increase by one (1) FTE while another Team correspondingly decreases by one (1) FTE. Here, temporarily means less than two months. Such an agreement may be memorialized by email exchange between the FDIC oversight manager and the Contractor lead.

8 Basis for Payment

Payments under CLINs 2, 3, and 4 will be made based on successful completion of the performance events listed in Table 3 below. Advance payments made prior to successful completion of the performance events shall be liquidated by deducting the specified percentage in Table 3.

Table 3 – AS-NG Support Services Performance-Based Payments

Applicable CLIN	Performance Event	Acceptance Criteria	Event Completion Date	Payment Deduction Until Event Completion
CLIN 2 – Contract Writing	CW Module is released into	As defined and agreed to by	As defined and agreed to by	20%

Federal Deposit Insurance Corporation

	Production	Contractor and FDIC during Discovery Period	Contractor and FDIC during Discovery Period	
CLIN 3 – Contract Filing	CF Module is released into Production	As defined and agreed to by Contractor and FDIC during Discovery Period	As defined and agreed to by Contractor and FDIC during Discovery Period	20%
CLIN 4 – Early Acquisition Planning	EAP Module is released into Production	As defined and agreed to by Contractor and FDIC during Discovery Period	As defined and agreed to by Contractor and FDIC during Discovery Period	20%

9 Place of Performance

The requirement is to be performed off-site at the contractor's facility except for as needed onsite training provided at FDIC offices in Arlington, VA or Dallas, TX. However, authorized users may be located in several offices throughout the country. Contractor may be required to travel to FDIC offices from time to time to provide project services. Travel must be approved by the OM or CO prior to traveling.

10 Key Personnel

The following roles are designated as key personnel.

- Project Manager
- Scrum Master
- Solution Architect
- Lead Developer
- Change Manager
- Data Migration Lead

Project Manager

The Contractor shall provide a Project Manager (PM) responsible for serving as the single point of contact for the FDIC OM, TM, and PM. The Contractor PM shall be responsible for the reporting and deliverables that are addressed in this SOO, as well as coordination of all Contractor personnel onboarding and off boarding activities associated with this Contract. Prior experience leading the implementation of Appian Platform solutions is required for this role, as well as experience in problem-solving, advanced proficiency in analysis, leadership, and communication skills (verbal and written) and a proven record of working well in a

team environment. This role requires a Bachelor's Degree. A graduate degree and specific GAMS experience are highly desired.

Scrum Master

The Contractor shall provide a Scrum Master who is responsible for facilitating continuous improvement at the overall program level for AS-NG. This role helps to educate the team(s) to ensure that the agreed agile processes are followed. Experience leading teams in using Agile methodology and Scrum practices , along with expertise in refinement, story splitting, estimation, velocity, retrospection, and other Scrum techniques is required. Certified Scrum Master certification is desired. One resource may fill both the Project Manager and Scrum Master Key Personnel roles.

Solution Architect

The Contractor shall provide a Solution Architect to design and manage the end-to-end architecture of an Appian solution and ensure that all the components of the solution integrate with FDIC architecture. The Solution Architect must have experience in Appian GAMS projects similar in scope, size and complexity to the requirements for AS-NG.

Lead Developer (LD)

The Contractor shall provide a LD with experience developing code and leading development teams in the Appian technology. The LD must have expert knowledge of the software tools, platforms, and processes required to support the associated technology tower and Microsoft suite of tools, SAP, PS, ETL tools and/or other package software applications. The LD must also have expert knowledge of databases and related tools and utilities (as applicable above).

Change Manager (CM)

The Contractor shall provide a Change Manger with experience in projects similar in scope, size and complexity to the requirements for AS-NG.

Data Migration Lead

The Contractor shall provide a Data Migration Lead to oversee the migration of data from legacy systems to AS-NG. The Data Migration Lead shall have experience managing data migration efforts similar in size and scale to this project. Specific experience with GAMS is highly desired.

11 Appendices

Appendix A – User Stories

Appendix B – Contract Writing Business Process Models

Appendix C – Data Migration Business Requirements

Appendix D – System Security Assessment and Authorization Requirements

Appendix E – Service Level Agreements

Appendix F – Non-Functional Requirements

Federal Deposit Insurance Corporation

Appendix G – Operations and Maintenance Requirements

Section E - Inspection and Acceptance

No attachments were added for this section.

Clauses Incorporated By Reference

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

Full Text Clauses

7.6.4-01 - Inspection and Acceptance - July 2008

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

(b) The FDIC shall have 30 business days from the date of Contractor"s delivery to determine if such goods and services are in compliance with the requirements of the contract. If any services performed or goods delivered hereunder are not in conformity with the requirements of this Award, the FDIC shall have the right to require Contractor to reperform the services or redeliver the goods in conformity with the requirements of the Award, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the FDIC shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (2) reduce the contract price to reflect the reduced value of the services performed. In the event Contractor fails promptly to reperform the services or redeliver the goods, or to take necessary steps to ensure future performance of the services or delivery of the goods in conformity with the requirements of the Award, the FDIC shall have the right to either (1) by contract or otherwise, have the services performed or the goods delivered in conformity with the contract requirements and charge to Contractor any cost occasioned to the FDIC that is directly related to the performance of such services or the delivery of such goods; or (2) terminate this Award for default as provided in 7.6.6-02, Termination for Default.

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

Section F - Deliveries or Performance

No attachments were added for this section.

Clauses Incorporated By Reference

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

Full Text Clauses

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

The place of delivery or performance is off-site at the contractor's facility except for as needed onsite training provided at FDIC offices in Arlington, VA or Dallas, TX. However, authorized users may be located in several offices throughout the country. Contractor may be required to travel to FDIC offices from time to time to provide project services. Travel must be approved by the OM or CO prior to traveling.
Contractor must ensure the contract number is listed on the shipping material or packing slip.

Tangible items: Shipment-tracking information must be provided to the following email addresses: DITDDC@FDIC.gov and the Oversight Manager listed in Clause 7.3.2-41 FDIC Personnel within one business day of when a tangible item is shipped to the FDIC.

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

7.3.1-11 - Deliverables - July 2008

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

7.3.1-12 - Period of Performance - July 2023

The estimated Period of Performance will be a 2 year Base Period, 1 12-Month Option Period, and 2 $0 6-Month Option Periods for time only.

See clause 7.5.5-01, Option Period.

Section G - Contract Administration Data

No attachments were added for this section.

Clauses Incorporated By Reference

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

Full Text Clauses

7.3.2-41 - FDIC Personnel - July 2008

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

(b) FDIC Contracting Officer. The Contracting Officer is the person with FDIC-delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is _____.

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

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

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

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

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

Period of Performance	Not-to-Exceed Ceiling Amount
Initial Period:	$_____
Option Period 1:	$_____
Option Period 2:	$_____
Option Period 3:	$_____
Total (if all option periods are exercised):	$_____

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

7.5.13-12 - Schedule for Invoicing - July 2008

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

Payments under CLINs 2, 3, and 4 will be made based on successful completion of the performance events listed in Table 3 of the SOO. Advance payments made prior to successful completion of the performance events shall be liquidated by deducting the specified percentage in Table 3.

Milestone-Based Payment (General Service)
Customer shall pay the Contractor full payment deduction upon completion of the following milestones:

Milestone 1: CLIN 1 - Discovery Phase and CLIN 2 - Contract Writing

Contract Writing Module is released in Production.

Milestone 2: CLIN 3 - Contract Filing

Contract Filing Module is released into Production.

Milestone 3: CLIN 4 - Early Acquisition Planning

Early Acquisition Planning Module is released into Production.

Final Payment: Remaining balance upon final inspection and acceptance."

7.5.13-13 - Contents of Invoice - March 2014

Contractor"s invoices must include the following items in order to be processed for payment:
(a) Contractor name, address and phone number.
(b) Invoice date. (Contractors must date invoices as close as possible to the date of electronic transmission to FDIC.)

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

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

_____ _____
Contractor"s Authorized Representative Date"

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

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

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

7.5.13-13 DEV-01 - Contents of Invoice - Deviation - March 2026

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

(a) Contractor name, address and phone number.

(b) Invoice date.

(c) Invoice number.

(d) Contract Number (e.g., Contract Number, Task Order Number/Delivery Order Number, etc.). The complete Contract Number, including the Task Order suffix, is required on each invoice (e.g., CORHQ-22-C-0559 or CORHQ-21-G-0442-0004).

(e) Line Item Number(s), as identified in the contract, and the amount invoiced for each Line Item Number.

(f) Allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number, if applicable.

(g) Description, quantity, unit of measure, unit price, extended price of goods delivered, or services performed.

(h) Billing period covered for services rendered.

(i) Total invoice amount.

(j) Payment terms (discount for prompt payment terms).

(k) Remittance address.

(l) Billing Point of Contact (e.g., name (where practicable), title, phone number, and email address of person to notify if there are questions regarding the invoice).

(m) Shipping information (e.g., shipment number, date of shipment, bill of lading number and weight of shipment). Shipping charges, if any, must be shown as a separate item on the invoice.

(n) For time and material or labor hour awards, copies of time sheets in support of direct labor charges.

(o) If travel expenses are reimbursable under the award, Contractor must submit travel documentation, receipts and other proof of expenses as required by the FDIC Contractor Travel Reimbursement Guidelines.

(p) If subcontractor expenses are reimbursable under a labor-hour or time-and-material award, Contractor must:
(1) identify subcontractor expenses and costs separate from prime contractor expenses and costs on the invoice it submits to FDIC.
(2) submit with its invoice, as supporting documentation, a copy of its subcontractor's invoice when seeking reimbursement of subcontractor expenses.

(q) Pass through costs - If expenses or costs are reimbursable under the terms of the award, a description of each shall be provided in the invoice along with the quantity, unit amount, and total amount. Also, if amounts are derived from application of any formula, calculation, percentage, etc., such application must be clear in the supporting

documentation provided with the invoice.

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

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

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

7.5.13-14 - Electronic Invoice Preparation and Submission (CORHQ Business Unit) - November 2023

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

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

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

(c) Contractor must submit the electronic invoice as a single file document, in PDF or Excel (.xlsx) format. If the size of a single PDF/Excel file exceeds 30 MB, the invoice may either be submitted as two PDF/Excel files, with neither PDF/Excel file exceeding 30 MB, or it may be submitted as a zip file that does not exceed 30 MB. If two PDF/Excel files are used, each email must clearly identify that the invoice has been separated into two PDF/Excel files to accommodate the size limitation. If a zip file is used, the individual files inside the zip file must be kept to a minimum and each must have a descriptive file name, such as "Invoice cover page", "Timesheets", etc.)

If submitting in Excel, the following applies:

(1) The Excel file must be formatted in a manner acceptable to the Contracting Officer. The first tab or worksheet ("Sheet") in the Excel workbook must be the invoice itself, and subsequent tabs may be used for supporting information and calculations;
(2) The entire workbook (all tabs) must be formatted for printing in portrait format using letter-size pages, unless the Contracting Officer allows for landscape format and/or legal-size pages for one or more specified tabs;
(3) The entire workbook must allow for searching, sorting, filtering, and other data viewing options by FDIC personnel. All formulas in cells must be visible to FDIC personnel;
(4) Any unit price or hourly rate must be an exact amount as rounded and displayed in the contract schedule or pricing attachment, and all calculations using the unit price or hourly rate must use that exact displayed amount. The Contractor must not use a unit price or hourly rate on an invoice that differs from the amount displayed in the contract. For example, if a unit price or hourly rate is displayed as $135.15 in the contract, all calculations in the

workbook must be based on $135.15 (with no decimals beyond the cent), and must not be based on a pre-rounded amount from elsewhere in the Contractor's systems; and
(5) Any cell containing a calculation or formula using dollar amounts must be rounded to two decimal places (no decimals beyond the cent). This rounding guideline must be applied to both intermediate and final calculations.

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

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

Invoice date and invoice number (e.g., 2023-01-31 1067876)

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

"Contractor Invoice – CORHQ-23-C-0000"

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

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

7.5.13-14 DEV-01 - Electronic Invoice Preparation and Submission - Deviation - March 2026

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

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

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

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

(d) Contractor shall include or input the following information. Additional information may also be required in

accordance with your contract, agreement, or order. Items noted with an asterisk are typically automatically populated from the contract or purchase order. Items below may be included on supporting attachments to the electronic invoice and must match what was entered on the electronic invoice.

(1) *Contractor name and address.

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

(3) Invoice number.

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

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

(4) *Contract and/or order number.

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

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

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

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

(7) Discount terms for prompt payment if offered.

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

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

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

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

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

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

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

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

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

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

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

Section H - Special Contract Requirements

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

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

Full Text Clauses

7.1.3-02 - Post-Government Employment Certification (Post-Award) - May 2009

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

7.3.2-43 - Key Personnel - January 2023

(a) The following key personnel are essential to the proper performance of Contractor"s duties under this contract:

Name Title

_____ _____

_____ _____

_____ _____

(b) Contractor must make the above named key personnel available for performance under this contract as long as such persons are employed by Contractor or its related entities. All key personnel changes must be authorized in writing by the FDIC Contracting Officer prior to the new key personnel beginning work. Contractor must give a minimum of a 14-day advance written notice to the FDIC Contracting Officer of any proposed substitutions of key personnel. The notice must describe the reason for the proposed change and give the name of the proposed substitute individual with a description of their educational and professional background. A completed background investigation questionnaire is required for any 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. The determination of acceptability of proposed substitute personnel is in the sole discretion of the FDIC.

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

1. Definitions:

A. “Commercial item” means any of the following: [Note: For purposes of this document, the term "commercial item" is interchangeable with the terms "commercially available”, "commercially available software”, "commercial

component(s)", "commercial product(s)", and "commercial off-the-shelf (COTS)".]

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

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

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

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

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

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

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

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

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

2. Applicability. The following terms and conditions apply to any commercial supplier agreement as defined in this clause. These terms take precedence and supersede any conflicting or contrary terms in a contractor, subcontractor or associated third party Commercial license agreement. When any supply or service acquired under

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Governing Law. This agreement shall be governed by Federal law. Any language purporting to subject the

U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

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

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

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

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

7.4.2-01 - Security and Privacy Compliance for IT Services - September 2024

(a) Security and Privacy Compliance. The Contractor is responsible for Information Technology (IT) security for Contractor personnel and subcontractor personnel granted access to: sensitive information as defined in FDIC Directive 1360.09 (and referenced throughout this contract as 'sensitive' or 'FDIC-sensitive information'); the FDIC network; systems connected to the FDIC network; and systems developed, maintained, implemented or operated by the Contractor for FDIC. All IT products and services provided by the Contractor that collect, process, maintain, or store FDIC-sensitive information shall comply with all FDIC information security and privacy directives, policies and requirements unless Contractor obtains a written waiver from FDIC Information Security/Privacy staff.

(b) Laws and Standards. All IT products and services provided by the Contractor that collect, process, maintain, or store FDIC-sensitive information must comply with Federal laws and standards addressing information security and privacy. These include but are not limited to:

(1) The Privacy Act of 1974 (5 U.S.C. § 552a) as amended (if incorporated in the contract);
(2) Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources (Transmittal Memorandum No. 4) including Appendices;
(3) E-Government Act of 2002 (P. L. 107-347) including Title II, Section 208 - Privacy Provisions and Title III - Federal Information Security Modernization Act of 2014 (FISMA), and related OMB guidance; and
(4) National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) and Special Publications.

(c) FDIC Policy and Guidance. All IT products developed by and IT development services provided by the Contractor, specifically for FDIC, shall address information security and privacy requirements throughout their design, development, implementation, maintenance, operation, and termination as provided in FDIC system development life cycle policy and guidance. This includes completing or providing the necessary information for the FDIC to complete privacy impact assessments, security assessments, risk assessments, security plans, contingency plans, and other security and privacy artifacts as required.

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

7.4.2-02 - Off-site Processing and Storing of FDIC Information - August 2018

(a) Control and Protection of FDIC Information. The Contractor shall implement effective, administrative, technical, and physical safeguards to ensure that all FDIC information in its possession or under its control is adequately protected from loss, misuse, and unauthorized access or modification. The creation, collection, use, processing, storing, maintenance, dissemination, disclosure, and disposal of FDIC information shall comply with all applicable federal and state laws and FDIC directives, rules and regulations regarding protection of information. The Contractor shall not use any FDIC information except to the extent necessary to carry out its obligations under the contract. The Contractor shall not disclose FDIC information to any third party unless disclosure is authorized in the contract, the Contractor obtains the prior written consent of the Contracting Officer, or to the extent expressly required by applicable law, in which case the Contractor shall notify the Contracting Officer at least ten (10) business day before such disclosure, to allow the FDIC to object or concur. The Contractor, subcontractor, or any entity under the Contractor's control shall not access, disseminate, maintain, store, use or disclose FDIC information outside the United States, unless specifically directed by the contract or otherwise authorized by the Contracting Officer.

(b) Return, Destruction and Retention of FDIC Information. All FDIC information remains the property of the FDIC. Upon completion or termination of the contract, or at any time upon request of the Contracting Officer, Contractor shall promptly return to the Oversight Manager all FDIC information in its possession and/or securely dispose of it as required in the contract, Statement of Work, or as directed by the Oversight Manager. Information shall be returned securely in a format directed by the Oversight Manager. Retention of FDIC information by the Contractor beyond the conclusion of the contract is only permissible in accordance with clause 7.6.3-02, Contractor Return, Destruction and Retention of FDIC Information.

(c) Inspections/Assessments/Audits/Reviews/Examinations. To confirm Contractor's compliance with this contract, as well as any applicable laws, regulations and industry standards, Contractor shall grant FDIC information security and privacy staff, the FDIC Office of the Inspector General, the U.S. Government Accountability Office (GAO), or an FDIC-selected third party acting on the FDIC's behalf, permission to perform inspections, assessments, audits, reviews or examinations of all controls in Contractor's physical and/or technical environment in relation to all FDIC information being handled and/or services being provided to FDIC pursuant to this contract. The Contractor shall fully cooperate by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that collects, processes, transmits, or stores FDIC information pursuant to this contract. These inspections, assessments, audits, reviews, and examinations may be conducted either by phone, electronically or in-person. Nothing in this clause shall be viewed as limiting the FDIC or the federal government's audit and inspection rights delineated in other clauses of this contract or by statute.

(d) Security and Privacy Incident Handling. The Contractor shall monitor its facility, premises and information systems for security and privacy incidents and provide the capability to respond to and resolve them effectively and in a timely manner, including allowing for inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with OMB M-17-12 and FDIC's Breach Response Plan, and to assist in responding to a breach. FDIC's Breach Response Plan is available at the FDIC website: https://www.fdic.gov/buying/goods/acquisition/index.html. The Contractor and subcontractors (at any tier) shall

report a suspected or confirmed breach in any medium or form, as soon as possible and without unreasonable delay, consistent with FDIC's Breach Response Plan. All security and privacy incidents that involve FDIC information must be immediately reported to FDIC's Computer Security Incident Response Team (CSIRT)/Security Operations Center (SOC) at the telephone/email address provided in paragraph (e) below. The Contractor and subcontractors (at any tier) shall cooperate and exchange information with agency officials in order to effectively report and manage a suspected or confirmed breach. The Contractor shall maintain capabilities to, at a minimum, determine what FDIC information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access the information, and identify the initial attack vector.

(e) The Contractor shall appoint and provide points of contact (names, telephone numbers, e-mail addresses) for the officials who have overall accountability for incident response and protection of FDIC information and with whom the Contracting Officer, Oversight Manager, and other applicable FDIC staff may communicate throughout the duration of the contract about information security and privacy issues. These individuals or designees shall, at a minimum:

1. Be available to assist the FDIC as needed in resolving an incident;
2. Notify the FDIC of an incident immediately after the Contractor becomes aware of it; and
3. Notify FDIC's Computer Security Incident Response Team (CSIRT) via email at fdic-csirt@fdic.gov or telephone at 1-877-FDIC-999 (877-334-2999), as well as to the Oversight Manager (OM) of an incident.

The Contractor shall take all necessary steps to effectively contain identified incidents and coordinate and cooperate with the FDIC in investigating and remediating the incident.

The Contractor shall, at its own costs and at a minimum, provide individuals affected by a breach involving personally identifiable information (PII) under its control with notice of the breach and access to two (2) years of complimentary credit monitoring and identity protection services to protect such affected individuals against risks posed by the breach.

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

7.4.2-05 - Basic Safeguarding of Covered Contractor Information Systems - March 2021

(a) Definitions. As used in this clause:

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.5.1-02 - Protecting Sensitive Information - November 2025

(a) Sensitive Information Defined. Per FDIC Directive 1360.09, sensitive information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely impact the interests of FDIC in carrying out its programs or the privacy to which individuals are entitled. It includes, but not exclusively, the following:

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

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

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

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

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

(b) Protecting Sensitive Information. Contractor, all Contractor Personnel, subcontractors and subcontractor personnel shall comply with FDIC Directive 1360.09, Protecting Information, and protect the confidentiality, integrity and availability of sensitive information, including PII, to which they have access. FDIC Directive 1360.09 is available at the FDIC website: https://www.fdic.gov/buying/goods/acquisition/index.html.

(c) Controlling Sensitive Information. All sensitive information, electronic and paper copy, remains the property of FDIC. Sensitive information shall not be moved outside of FDIC premises or networks/systems unless this contract contains clause 7.4.2-02, Off-site Processing and Storing of FDIC Information.

(d) Confidentiality Agreement. An authorized representative of the Contractor, its subcontractors and consultants, and all personnel (key personnel and non-key personnel) who will have access to FDIC facilities, networks and/or information systems, or sensitive information (whether in hardcopy or electronic form) must execute confidentiality agreements. FDIC Form 3700/46, Confidentiality Agreement (for Contractors/Subcontractors/Consultants) and FDIC Form 3700/46A, Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel) are posted on FDIC's external website (https://www.fdic.gov/buying/goods/acquisition/index.html) and are hereby incorporated by reference.

The 3700/46 forms must be signed by the Contractor, and each subcontractor or consultant and submitted at the time of award to the Contracting Officer, with the signed contract. Post-award, they must be submitted to the Contracting Officer when a new subcontractor or consultant is being requested. For Basic Ordering Agreements (BOAs), Receivership Basic Ordering Agreements (RBOAs), and Blanket Purchase Agreements (BPAs), it is acceptable for the 3700/46 forms to be executed by the Contractor, subcontractors and consultants at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.

The 3700/46A forms executed by personnel must be submitted to FDIC no later than five (5) business days after starting performance and prior to receiving any sensitive information. The Contractor must submit the 3700/46A forms signed by key personnel to the Contracting Officer and those signed by non-key personnel to the Oversight Manager. Key personnel and non-key personnel who are required to sign a confidentiality agreement, and do not sign, will not be permitted to perform work on the contract. It is acceptable for any key personnel or non-key

personnel working on one or more task orders issued under a BOA/RBOA/BPA to sign and submit a single 3700/46A at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.

(e) Cybersecurity and Privacy Awareness Training. Any key personnel or non-key personnel with access to sensitive information must complete the Cybersecurity and Privacy Awareness Training in accordance with Clause 7.5.2-14 Training for Contractor Personnel.

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

7.5.1-03 - Access to FDIC Information Systems - November 2025

(a) The Contractor, all Contractor Personnel, subcontractors and subcontractor personnel granted access to FDIC's network/systems must comply with these FDIC directives:

(1) Cybersecurity and Privacy Awareness Training. FDIC Directive 1360.16 Mandatory Cybersecurity and Privacy Awareness Training, which requires the completion of Cybersecurity and Privacy Awareness Training in accordance with Clause 7.5.2-14 Training for Contractor Personnel.

(2) Acceptable Use of Information Technology Resources. FDIC Directive 1300.04 Information Technology Acceptable Use, which outlines the permitted and prohibited uses of FDIC hardware, software, and information technology services.

(3) Access Control. FDIC Directive 1360.15 Access Control for Information Technology Resources, which governs the granting and revocation of access to information technology resources, including the initial approval, continued review, and eventual termination of access. Contractor shall promptly notify Oversight Manager and Contracting Officer when personnel join or leave the contract so access may be granted or revoked without delay.

(4) Reporting Privacy/Security Incidents. FDIC Directive 1360.12 Reporting Information Security Incidents, which requires reporting to FDIC's Computer Security Incident Response Team (CSIRT) of all suspected or actual security or privacy incidents involving unauthorized access, misuse, tampering, bypassing security controls, alteration, disclosure or theft of information technology resources, data, and passwords.

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

(c) The FDIC directives identified in this clause are available on the FDIC website: https://www.fdic.gov/buying/goods/acquisition/index.html

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 USAccess 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.

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

The Contractor is required to submit a current list of contractor and subcontractor personnel, including all key personnel, that are working under the award and for which a background investigation was required, in accordance with clause 7.5.2-03, Background Investigations. The contractor must also include a list of all contractor and subcontractor personnel that have been removed from the award since the previous quarterly report. The list of personnel must be submitted to the FDIC Oversight Manager by the beginning of each quarter (January 1st, April 1st, July 1st, and October 1st) for the duration of the award. Both reports are to be submitted in the same email, as follows:

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

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

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

a) Award Number
b) Contractor Personnel’s Name

c) Prime Contractor
d) Subcontractor (when applicable)
e) Contractor or Subcontractor Personnel's removal date for the Award Number

7.5.2-08 - Risk Level Designation (Functional Responsibility) - September 2024

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

Functional Responsibilities	Risk Level
1.Discovery Period	Low
2.Module 1 - Contract Writing	Low
3.Module 2 - Contract Filing	Low
4.Module 3 - Early Acquisition Planning	Low

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

(c) Personnel performing functional responsibilities designated at the High risk level must be United States Citizens. Personnel assigned to provide services under functional responsibilities designated as Moderate or Low risk do not need to be U.S. citizens or Lawful Permanent Residents (LPR) of the United States. Non-U.S. citizens without LPR status are permitted to work on a FDIC contract with functional responsibilities designated as Moderate or Low risk provided that they:

1. Meet the requirements of being legally admitted to the United States; and
2. Hold a valid authorization to work in the United States.

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

7.5.2-11 - Identification/Access Badges - May 2025

All contractor and subcontractor employees regularly working on-site at an FDIC facility must be issued an identification/access control badge. Such employees will not be granted on-site access until receiving the badge. Renewal of the badges is required semiannually.

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

1. No later than 14 days prior to the date of departure/transfer* of contractor or subcontractor personnel who have: 1) access to the FDIC's Network, or unescorted access to FDIC facilities/offices, or access to FDIC sensitive information, or 2) have had a FDIC background investigation completed on them (i.e., contractor personnel or subcontractor personnel who completed FDIC Form 1600/04), the Contractor must notify the FDIC Oversight Manager of the employee's departure. If a minimum 14 day notice is not possible, notification must be made immediately once it is known the contractor or subcontractor personnel will be departing or transferring to another FDIC contract/task order. The notification shall be emailed to the FDIC Oversight Manager and must include the following:

1) Award Number
2) Contractor Personnel's Name

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

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

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

7.5.2-13 - Use of FDIC Premises by Contractor Personnel - July 2008

Contractor shall comply with the FDIC directives governing access to and operations at FDIC offices and facilities, while on FDIC premises. The directives are available at the FDIC website: https://www.fdic.gov/buying/goods/acquisition/index.html, or may be obtained from the Oversight Manager. Contractor is responsible for assuring that its personnel understand and observe these directives. Contractor shall perform its contract activities in a manner which does not interrupt or interfere with the business conducted at FDIC.

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

Special Requirements

H.1 Award of Replacement Contract (Quick Transition) July 2019

(a) The FDIC intends to award one contract to the offeror that provides the best value to the FDIC. In the event that the initial contract is terminated by the FDIC as described below, FDIC reserves the right to award a replacement contract for the requirement to another offeror from the initial competition.

(b) If the FDIC decides to (1) terminate the initial contract under the termination provisions of the contract, or (2) not exercise a performance period option under the initial task contract, the FDIC may;

(i) Award a contract to one of the offerors from the initial competition based upon the results from the evaluation that supported the award of the contract. Offerors shall indicate in their proposal the duration their proposal is valid for under this clause but no longer than eighteen (18) months from initial contract award.

(c) The decision as to how the award will be made for the replacement contract will be at the sole discretion of FDIC.

H.2 Conflict of Interest

The FDIC requires a conflict-free Contractor to provide assistance that is within the scope of this document. The Contractor, its parents, affiliates, divisions, subsidiaries, and successors in interest are collectively referred to as "contractor". Conflict-free means that the Contractor does not have any preexisting or future conflicts of interest that will cause it to recuse itself from providing support under this contract.

If the Offeror receives the subject requirement, the work must not conflict with any other current contracts that it has with the FDIC as a prime or subcontractor. Accordingly, if the contractor, currently has other contracts/BOAs/RBOAs/orders ("contracts") with the FDIC, the contractor is required to include, in its proposal, a list of those contracts to include the contract number and the award Contracting Officer (CO). If the offeror is preparing to submit or has submitted a proposal on another FDIC requirement this too must be mentioned in its proposal. If any of those contracts, because of the nature of the subject requirement, create or give rise to a potential Conflict of Interest (OCI), then the offeror must also submit a specific plan to the CO that explains how the offeror, if they were to receive the subject requirement, plans to avoid, neutralize, or mitigate any actual or potential conflicts of interest (COI Mitigation Plan). If the offeror is selected for award and if the COI Mitigation Plan is acceptable to the FDIC and approved, then the plan and a contract mitigation clause will become a part of the contract, and the offeror shall adhere to the plan. The COI Mitigation Plan will be updated if the offeror enters into a FDIC contract with an actual or potential COI. The offeror may also be expected to complete a Conflict of Interest waiver request that may or may not be granted (waiver requests are reviewed by the FDIC's Corporation Ethics Committee or CEC).

Because of the nature of the requirement, the successful contractor or the awardee may be prohibited from competing for or receiving current or future FDIC requirements that conflict

with or result from the work performed -- including the work product generated -- under the this contract. Conflicts of interest, including potential conflicts of interest, will be reviewed on a case by case basis.
The Contractor agrees to make an immediate and full disclosure, in writing, to the Contracting Officer (CO) of any potential or actual organizational conflict of interest(s) or the existence of any facts that may cause a reasonably prudent person to question the Contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure(s) shall include a description of the actions the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
In the absence of any conflict of interest referred to above, the Offeror shall submit a statement certifying that no such facts exist relevant to possible conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to FDIC.

The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems that such a termination is necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

Section I - Contract Clauses

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.1.2-01	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	September 2020
7.1.2-02	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	April 2021
7.1.3-03	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	December 2022
7.3.1-13	OIG Fraud Hotline	July 2008
7.3.1-14	Order of Precedence	July 2008
7.3.2-32	Compliance with Presidential $1 Coin Act of 2005	July 2008
7.3.2-35	Calendar Days	July 2008
7.3.2-40	Change in Physical Location	July 2008
7.3.2-42	Contractor Personnel	July 2008
7.3.2-44	Representations and Certifications of Contractor	March 2024
7.3.2-54	Cooperation with the Office of Inspector General	July 2008
7.3.2-58	Limitation on Payments to Influence Certain Federal Transactions	July 2023
7.3.2-60	Anti-Kickback Procedures	July 2023
7.3.2-61	Drug-Free Workplace	July 2023
7.3.2-63	Affirmative Action for Workers with Disabilities	July 2008
7.3.2-64	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans	July 2023
7.3.2-65	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans	July 2023

7.3.2-73	Compliance with 12 CFR Part 366 and Application of 12 CFR Part 367	September 2009
7.3.2-79	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	March 2024
7.5.1-01	Privacy Act	July 2008
7.5.4-02	Notice and Assistance Regarding Patent and Copyright Infringement	July 2008
7.5.4-05	Patent Rights - Acquisition by the FDIC	July 2008
7.5.4-06	FDIC Rights in Data - General	May 2025
7.5.4-09	Commercial Computer Software - Restricted Rights	July 2008
7.5.8-03	Insurance for Equipment/Tools	July 2008
7.5.8-04	Notice to the FDIC on Damage	July 2023
7.5.8-05	Cost of Insurance	July 2023
7.5.8-11	Liability to Third Persons	July 2008
7.5.8-12	Pledges of Assets	July 2008
7.5.9-01	FDIC Exempt from Federal, State, and Local Taxes	July 2008
7.5.11-01	Service Contract Act of 1965	July 2008
7.5.11-03	Contract Work Hours and Safety Standards Act Overtime Compensation	July 2023
7.5.12-05	Trade Agreements	May 2018
7.5.12-07	Restrictions on Certain Foreign Purchases	November 2023
7.5.13-05	Payments Under Fixed Price Awards	June 2009
7.5.13-10	Travel Expenses (Reimbursable)	July 2008
7.5.13-17	Right to Offset Contract Payments Against Delinquent Obligations	July 2008
7.5.13-18	Prompt Payment	December 2008
7.5.14-02	Notice and Certification of Claims	July 2008
7.6.4-03	Risk of Loss or Damage	July 2008

7.6.5-01	Changes	July 2008
7.6.5-03	Stop Work Order	July 2008
7.6.5-05	Assignment of Claims	July 2008
7.6.6-01	Termination for Convenience of the FDIC	August 2013
7.6.6-02	Termination for Default	July 2008
7.6.6-04	Excusable Delays	July 2008
7.6.7-01	FDIC Property	July 2010

Full Text Clauses

7.0.1-02 - Clauses Incorporated by Reference - July 2023

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

7.3.1-15 - Governing Law - July 2008

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

7.3.2-33 - Independent Contractors - July 2008

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

7.3.2-37 - Audit of Records - July 2008

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

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

(c) Reports. If Contractor is required to furnish cost, funding or performance reports, the FDIC has the right to audit

and examine Contractor''s books, records, other documents and supporting materials to evaluate (1) the data underlying the reports and (2) the effectiveness of Contractor''s policies and procedures to produce data compatible with the objectives of these reports.

(d) Comptroller General.

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

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

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

(e) Retention Requirement. Contractor must retain the materials described in paragraphs (b) and (c) above for three (3) years following final payment under this contract, or for any longer period required by statute or another clause in this contract. Contractor must make the materials available to the FDIC for audit, examination and reproduction, at reasonable times during the retention period. Contractor must also provide the FDIC with working space at its facilities to conduct the audit and examination. If this contract is terminated, completely or partially, Contractor must maintain the materials described in subparagraphs (b) and (c) above for three (3) years following any final settlement Contractor must maintain, and make available to the FDIC, records relating to appeals under the "Disputes" clause of this contract, or to claims or litigation arising under or from this contract, until the appeals, claims or litigation are resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this

clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

7.5.2-14 - Training for Contractor Personnel - November 2025

(a) Mandatory and Required Training (MRT) applies to all Contractor Personnel who have:

• Access to FDIC networks/systems;
• Unescorted access to FDIC offices or facilities;
• Access to sensitive information; or
• Will be involved in activities associated with continuity of operations.

(b) MRT Requirements are posted on the FDIC's external website (https://www.fdic.gov/buying/goods/acquisition/index.html) and is hereby incorporated by reference. Additional MRT may be added to the list during the contract period of performance, as determined necessary by the FDIC. The contractor must, without additional expense to the FDIC, complete all MRT and posted MRT changes.

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

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

(a) Definition:
Information and Communication Technology (ICT) - Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content.

(b) If this award is for the purchase, development, or maintenance of Information and Communication Technology (ICT), the items or services must, at the time of delivery, be in compliance with the following:

1) Section 508 of the Rehabilitation Act and the Architectural and Transportation Barriers Compliance Board's (Access Board's) Information and Communication Technology Standards and Guidelines (36 C.F.R. Part 1194) - https://www.access-board.gov/ict/;

2) FDIC regulation 12 C.F.R. § 352.5 - https://www.fdic.gov/regulations/laws/rules/2000-50.html; and

3) FDIC Directive 1370.07, Information and Communication Technology Accessibility Under Section 508 of the Rehabilitation Act of 1973, is the FDIC policy for implementation of Section 508. The directive is available on the

FDIC website: https://www.fdic.gov/buying/goods/acquisition/index.html.

7.5.4-07 - Rights in Data - Special Works - November 2025

(a) Definitions.

"Data," as used in this clause, means any and all documents, information, and records collected, produced, used, and/or recorded in the performance of this contract, regardless of the form or media on which it may be recorded, including but not limited to work products, notes, analyses, results, forms, reports, and data. The term includes shopping scenarios, scripts, profiles, questionnaires, training materials, and computer software, databases, and reports.

"Unlimited rights," as used in this clause, means the right of the FDIC to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The FDIC shall have -

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1)(ii) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright -

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of FDIC sponsorship (including contract number) to such data when delivered to the FDIC, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the FDIC, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the FDIC.

(ii) If the FDIC desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) for the Contractor to claim copyright, the Contractor shall assign and transfer any right to copyright such data first produced simultaneously with it registration of such copyright for the FDIC in the U.S. Copyright Office.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the FDIC, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1)(i) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall

not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the FDIC and its officers, agents, and employees acting for the FDIC against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the FDIC provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the FDIC and incorporated in data to which this clause applies.

7.5.4-08 - Rights in Data - Existing Works - January 2010

(a) Except as otherwise provided in this contract, the Contractor grants to the FDIC, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the FDIC, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the FDIC and its officers, agents, and employees acting for the FDIC against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the FDIC provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor"s consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the FDIC and incorporated in data to which this clause applies.

7.5.5-01 - Option Period - October 2015

The Period of Performance may be extended, at the discretion of the FDIC, for the Option Period(s) identified below:

Period of Performance
Option Period 1 From: _____ To:_____
Option Period 2 From: _____ To:_____
Option Period 3 From: _____ To:_____
[ADD OR DELETE OPTION PERIODS, AS NEEDED]

Except where specifically indicated otherwise, "Period of Performance" as used hereafter in this contract refers both to the Initial Period of Performance and to any Option Period which may be exercised.

7.5.5-02 - Notice of Exercise of Option - July 2008

If the FDIC desires to exercise the option to extend the Period of Performance, the FDIC must notify Contractor, in writing, of its intent not less than fifteen (15) days before the expiration of the current Period of Performance.

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

The Contractor must not engage any subcontractors to perform any contract responsibilities without the prior written approval of the FDIC. The Contractor must notify the FDIC of any proposed changes in approved subcontracting arrangements. If the Contractor proposes to add a subcontractor after award, the Contractor must obtain consent from the Contracting Officer. The Contractor must send a written request to the Contracting Officer, which sets forth the following:

(1) Name, Address, and Unique Entity Identifier (UEI) number of the subcontractor if the subcontractor has a UEI number. (Note: A subcontractor is considered to be any entity or person, other than an employee of the Contractor, that will receive payment from the Contractor and is a direct charge to the contract.);

(2) Summary of capabilities of the subcontractor, to include qualifications and resources;

(3) Identify the roles of any Key Personnel (see clauses 7.3.2-43) that will be filled by the subcontractor, if applicable;

(4) Estimated dollar amount of each subcontract;

(5) Description of services to be performed or goods/material to be provided by the subcontractor; and

(6) Rationale and the offeror's policy for subcontracting.

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

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

The following subcontractors are approved for performance under this contract:

_____
_____
_____

Consent by the FDIC to any proposed subcontractor does not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; or (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the award.

7.5.8-01 - Liability Insurance - February 2025

Contractor, before commencing work or permitting any subcontractor to commence work, shall procure and maintain the insurance listed below, at no expense to the FDIC. Should such insurance be cancelled, the FDIC shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or which thereafter become due to Contractor. Contractor may carry any additional insurance as it may deem necessary. Contractor shall not be deemed to be relieved of any responsibility by the fact that Contractor carries

insurance.

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

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

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

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

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

7.5.8-02 - Certificates of Insurance - November 2025

Contractor must provide to the Contracting Officer, no later than ten (10) calendar days after the date of execution, a Certificate of Insurance, identifying the required types of insurance and dollar limits. The Certificate of Insurance must include the following FDIC mailing address and reference the contract number:

Federal Deposit Insurance Corporation
_____
_____
Reference: Contract No. _____

Contractor must have its insurance carrier or carriers certify to the FDIC that all insurance required is in force, such certificates to stipulate that the insurance will not be cancelled or substantially changed without thirty (30) days prior notice by email to the FDIC Contracting Officer. The Contractor must maintain the types and minimum dollar limits of insurance required by this contract throughout the entire period of performance.

Upon request of the Contracting Officer, Contractor must provide the FDIC with a binder or a copy of the original insurance policy or evidence of renewal or continuation of coverage.

7.5.14-01 - Disputes - June 2012

Except as otherwise provided in this award, any factual dispute arising under this award, which is not disposed of by agreement, will be decided by the Contracting Officer. The Contracting Officer must, within 60 days, decide the

claim or notify the contractor of the date by which the decision will be made. The Contracting Officer will furnish the contractor with a copy of the written decision.

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

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

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

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

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

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

(b) Maintenance of FDIC Information:

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

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

(3) Contractor shall maintain and manage all FDIC Information in accordance with Federal laws and FDIC policies. Electronically stored information (ESI) and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the information.

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

(c) Return, Destruction and Retention of FDIC Information

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

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

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

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

(iii) If the conditions of paragraphs (i) apply and the contractor is authorized by the Contracting Officer to retain FDIC Information, the contractor agrees to comply with all contract provisions impacting security of the information during the period of retention, including, but not exclusively:
7.4.2-02 Off-site Processing and Storing of FDIC Information
7.5.1-01 Privacy Act
7.5.1-02 Protecting Sensitive Information
7.5.2-08 Risk Level Designation (Functional Responsibility)
7.5.2-10 Risk Level Designation (Labor Category)

All of the referenced clauses, to the extent included in the contract, along with the following clauses, shall survive conclusion of the contract:
7.3.1-03 Restriction on Disclosure of Information
7.3.1-15 Governing Law
7.3.2-37 Audit of Records

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

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

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

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

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

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

(a) In accordance with Section 342(c) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub L. No. 111-203, 124 Stat. 1376 (2010) (Dodd-Frank Act), the Contractor shall ensure, to the maximum extent possible and consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts under this Contract whose dollar value exceeds $100,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from FDIC, the Contractor shall provide documentation, satisfactory to FDIC, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with this clause. The Contractor shall not take any action pursuant to this clause that violates any applicable anti-discrimination laws.

(b) Consistent with Section 342(c)(3) of the Dodd-Frank Act, a failure to demonstrate a good faith effort to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the Contract, referral to the Office of Federal Contract Compliance Programs of the Department of Labor, or other appropriate action.

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

Section J - List of Attachments

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

Order of Appearance	Name
Attachments C-1	AS NG SOO
Attachments H-1	Section H Special Requirements
Attachments J-1	SOO Appendix A - User Stories
Attachments J-2	SOO Appendix B - Contract Writing Business Process Models
Attachments J-3	SOO Appendix C - Data Migration Business Requirements
Attachments J-4	SOO Appendix D - System Security Assessment and Authorization Requirements
Attachments J-5	SOO Appendix E - SLAs
Attachments J-6	SOO Appendix F - Non-Functional Requirements
Attachments J-7	SOO Appendix G - O&M Requirements
Attachments J-8	SOO Appendix H - Demo Scenarios

Attachments for this section start after this page.

SOO Appendix A - User Stories

Acquisition System - Next Generation (AS-NG) High-Level User Stories

#	User Story Category	User Story Description	Category
US1	Pre-Solicitation	As a BSA, I want the solution to automatically generate a requisition record for a new procurement or task order using information from the approved requisition from the financial system, so the CO can use the new record as the basis for creating new contracting documents (e.g., solicitation and awards) or modifying existing awards	Contract Writing
US2	Pre-Solicitation	As an ASB Supervisor, I want to assign an approved requisition to a CO and ASB section, so the CO can proceed with the next steps of the acquisition process	Contract Writing
US3	Pre-Solicitation	As a CO, I want the ability to flag the requisition as "incomplete" while I am waiting for a complete requirements package to be submitted, so I can ensure the Program Office POC is automatically informed something additional is needed and to report accurate status	Contract Writing
US4	Pre-Solicitation	As a CO, I want the ability to flag the requisition as "complete," so the Program Office POC can be made aware the requirements package is accepted and to report accurate status	Contract Writing
US5	Pre-Solicitation	As a CO, I want the solution to automatically signify/record the pre-solicitation start date once the requirements package is marked "complete," so there can be an official date for tracking and reporting purposes	Contract Writing
US6	Pre-Solicitation	As a CO, I want the solution to automatically populate the dates as applicable in the contract milestone schedules, so I can manage, track, and report on procurement activities including TEP.	Contract Writing
US225	Pre-Solicitation	As a CO, I want the solution to automatically create contract milestone schedules using various milestone templates based on $ value (e.g., simplified, formal, etc.) or purchase types (e.g., service, supply, etc.), so I can manage, track, and report on procurement activities.	Contract Writing
US7	Pre-Solicitation	As a BSA or CO, I want the ability to cancel milestone schedules, so I can ensure the accuracy of procurement activities	Contract Writing
US226	Pre-Solicitation	As a CO, I want the ability to send (email) the contract milestone schedule as an attachment, so I can share with other users	Contract Writing
US8	Solicitation	As a CO, I want the ability to create, update, or amend a solicitation, so I can process the assigned requisition and support the procurement process	Contract Writing
US9	Solicitation	As a CO, I want the solution to automatically pull available information from a requisition when a solicitation is created or amended, so I can be efficient and ensure data accuracy	Contract Writing
US10	Solicitation	As a CO, I want the ability to select provisions and clauses individually as well as clause packages when drafting a solicitation, so I can easily incorporate them into the solicitation	Contract Writing
US11	Solicitation	As a CO, I want the ability to see the name and date associated with the last editor of the selected provisions and clauses when drafting a solicitation, so I can see when it was last updated and by whom	Contract Writing
US12	Solicitation	As a CO, I want the ability to edit the selected provisions and clauses when drafting a solicitation, so I can tailor it to incorporate the specific terms and conditions	Contract Writing
US13	Solicitation	As a BSA, I want the solution to automatically record the name and date of the last editor of provisions and clauses within a solicitation, so I can track changes as they are made	Contract Writing
US14	Solicitation	As a CO, I want the solution to exclude the name and date of last editor of the selected provisions and clauses when a solicitation document is generated, so I can ensure that information is not contained in the solicitation	Contract Writing

Acquisition System - Next Generation (AS-NG) High-Level User Stories

US15	Solicitation	As a CO, I want the ability to generate solicitation (e.g., RFP, RFQ, etc.) for issuance using a specified solicitation list, so I can be more efficient and reduce the amount of time it currently takes to perform this function	Contract Writing
US16	Solicitation	As a CO, I want the solution to establish due dates for proposal submission and Offeror questions (using business rules for RFPs, RFQs, etc.), so I can ensure proposals are received within the established timeline	Contract Writing
US17	Solicitation	As a CO, I want the solution to issue a RFTOP/Task Order solicitation as an attachment to the awardees of a parent award, so I can ensure solicitation is communicated timely for proposal response	Contract Writing
US227	Solicitation	As a CO, I want the solution to issue a solicitation (e.g., RFP, RFQ) as an attachment to the vendors on a Source List, so I can ensure solicitation is communicated timely for proposal response	Contract Writing
US228	Solicitation	As a CO, I want the ability to post solicitation (e.g., RFP, RFQ, etc.) to SAM, so I can publish solicitation	Contract Writing
US18	Solicitation	As a CO, I want the solution to issue amendments to a RFTOP/Task Order solicitation as an attachment to the awardees of a parent award, so I can ensure the changes to the solicitation are communicated timely for proposal response	Contract Writing
US229	Solicitation	As a CO, I want the solution to issue amendments to a solicitation (e.g., RFP, RFQ) as an attachment to the vendors on a Source List, so I can ensure the changes to the solicitation is communicated timely for proposal response	Contract Writing
US230	Solicitation	As a CO, I want the ability to post amendments to a solicitation (e.g., RFP, RFQ, etc.) on SAM, so I can publish the changes to the solicitation	Contract Writing
US19	Solicitation	As a CO, I want the ability to cancel a solicitation before it is sent to vendors, so I can comply with a business decision/request	Contract Writing
US20	Solicitation	As a CO, I want the ability to cancel a solicitation after it is issued to vendors, and for the solution to send it as an amendment (as an attachment), so I can comply with a business decision/request	Contract Writing
US21	Solicitation	As a CO, I want the ability to change the contract type at any point in the process, so I do not have to request a restart from the BSA	Contract Writing
US22	Solicitation	As a CO, I want the solution to access and display the applicable/effective labor rates, so I can use them for task orders	Contract Writing
US23	Award	As a CO or CS, I want the solution to establish parent child relationships when multiple awards are issued from a solicitation, so I can properly meet the business needs (e.g., reporting, flow down of requirements, etc.)	Contract Writing
US231	Award	As a CO, I want the ability to create and process the following types of awards: BOA/RBOA/BPA, task order, and standalone contract, so I can manage the complexity of the award process.	Contract Writing
US232	Award	As a CO, I want the solution to generate a unique ID for an award when it is created so the award can be identified using the ID in the system throughout the process.	Contract Writing
US24	Award	As a CO or CS, I want the solution to establish parent child relationships when multiple task orders are issued under the BOA/RBOA/BPA, so I can properly meet the business needs (e.g., reporting, flow down of requirements, etc.)	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US25	Award	As a BSA, I want the ability to add new or modify existing categories for BOA/RBOA/BPA awards, so the CO can select the appropriate category when creating an award and track and provide an assessment of all Task Orders under all the agreements assigned to the category	Contract Writing
US26	Award	As a CO, I want the ability to request new categories or modify existing categories for BOA/RBOA/BPA awards, so I can apply the category when creating an award and track and provide an assessment of all Task Orders under all the agreements assigned to the category	Contract Writing
US27	Award	As a CO, I want the ability to add the type of award service (e.g., Hardware, Software, Services (T&M/FFP/Other), Subscription, etc.), so users can search and generate reports using contract type and number	Contract Writing
US28	Award	As a CO, I want to manage certain award-related attributes, so I can ensure the information (e.g., Contract POCs for COs and OMs, etc.) is available and maintained as an award attribute	Contract Writing
US29	Award	As a BSA, I want the ability to flag awards, so I can easily identify awards that require greater oversight, etc.	Contract Writing
US30	Award	As a CO, I want the solution to link requisitions to the awards when they are generated without a solicitation, so appropriate documentation relationships can be associated/maintained	Contract Writing
US31	Award	As a CO, I want the ability to create an award from a solicitation or a requisition, so I can initiate the award process with necessary data copied from the solicitation or requisition	Contract Writing
US32	Award	As a CO, I want the solution to automatically pull available information when a contract is created so I can be efficient and ensure data accuracy	Contract Writing
US33	Award	As a CO, I want the ability to only select active vendors for awards, so I can ensure I am not awarding a contract to an inactive vendor	Contract Writing
US34	Award	As a CO, I want the ability to tailor and finalize an award, so I can send the most the up to date information in the award for review and approval	Contract Writing
US35	Award	As a CO, I want the ability to cancel a draft contract prior to award, so I can ensure no additional activities are associated with the cancelled contract	Contract Writing
US36	Award	As a CO, I want the ability to send the contract to a successful offeror, so they can electronically review and sign	Contract Writing
US37	Award	As a CO, I want the ability to sign the contract and mark the award as final, so I can assign contract oversight responsibilities	Contract Writing
US38	Award	As a CO, I want the solution to automatically send the fully executed award as an attachment to the Contractor, so they have a signed copy	Contract Writing
US242	Award	As a CO, I want the solution to automatically prepare award letters and unsuccessful offeror letters, based on the known award data and ASB templates so I can quickly issue those notices.	Contract Writing
US243	Award	As a CO, I want the solution to offer a warning if the OM's certification is expired prior to releasing a solicitation.	Contract Writing
US233	Award	As a CO, I want the ability to validate the parent award's total award amount before opening a new task order, so I can make sure the new task order is within the boundary of total award amount.	Contract Writing
US39	Contract Administration	As a CO, I want the ability to verify/setup/update Contractor designated representative information, so they can receive contract correspondence (e.g., appointment memos, CPEs, etc.)	Contract Writing
US40	Contract Administration	As a CO, I want the solution to use the award or modification data to automatically create and remove OM appointments, so I can manage contract oversight responsibilities	Contract Writing
US41	Contract Administration	As a CO, I want the ability to use the award data to create and remove TM appointments, so I can manage contract oversight responsibilities	Contract Writing

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US244	Contract Administration	As the CO I want the system to issue a warning message when a TM is appointed and their certification is expired.	Contract Writing
US42	Contract Administration	As a CO, I want the ability to add additional oversight responsibilities on the OM and TM appointment memos, so I can ensure the memos are specific for each contract	Contract Writing
US43	Contract Administration	As an OM or TM, I want the ability to receive appointment memo responsibilities, so I can acknowledge receipt of my appointment and the solution automatically send a response back to the CO upon completion	Contract Writing
US44	Contract Administration	As a CO, I want the ability to appoint/remove multiple TMs to an award at once, so I can avoid repeating/duplicating the process for each TM	Contract Writing
US45	Contract Administration	As a CO, I want the system to automatically fill in and save the OM or TM appointment as an FDIC form PDF with a standard naming nomenclature, so I can send to the Contractor and store it in the official contract file	Contract Writing
US46	Contract Administration	As a CO, I want the ability to send the OM or TM appointment PDF to the Contractor, so I can close out the appointment process	Contract Writing
US47	Contract Administration	As a CO, I want the solution to create CPE based on annual effective date or award expiration date and work performed under the award, so CPEs are automatically generated after expiration, processed timely, and in compliance with ASB policy	Contract Writing
US48	Contract Administration	As a CO, I want the ability to create CPE on an ad-hoc basis so I can comply with CPEs for interim situations such to evaluation of poor performance, early contract closeout, etc.	Contract Writing
US49	Contract Administration	As a CO, I want the solution to automatically populate award information in CPE, allow certain data fields to be editable (i.e., dates of CPE), so I can avoid manual entry, ensure data integrity, and associate correct award information for the OM to complete the evaluation	Contract Writing
US50	Contract Administration	As an OM, I want the ability to update/complete CPE data, so I can provide ratings and responses on Contractor's performance and automatically route it back to the CO	Contract Writing
US51	Contract Administration	As a CO or an OM, I want the ability to include corrections, ratings revision, comments, assessment discussion history, etc. in the CPE, so I can document, track, and report on the Contractor's performance evaluation	Contract Writing
US52	Contract Administration	As a CO, I want the ability to send the completed CPE to the Contractor, so they can review and provide a response	Contract Writing
US53	Contract Administration	As a CO, I want the solution to automatically calculate due date for CPE response after sending CPE to the Contractor, so the 30 days response time can be set, and I can be made aware when it expires	Contract Writing
US54	Contract Administration	As an ASB Supervisor, I want the ability to review CPE and supporting documentation, so I can assess the differences in the performance evaluation between FDIC and Contractor and provide final decision when policy requires it	Contract Writing
US55	Contract Administration	As a CO, I want the ability to sign and complete the CPE with or without Contractor's response, so I can comply with established due dates and ASB policy	Contract Writing
US56	Contract Administration	As a CO, I want the system to automatically fill in and save the CPE as an FDIC form PDF with a standard naming nomenclature, so I can send to the Contractor and store it in the official contract file	Contract Writing
US57	Contract Administration	As a CO, I want the system to automatically send a PDF copy of the signed CPE to the Contractor and OM, so they can have the final copy	Contract Writing
US58	Contract Administration	As a BSA, I want the ability to cancel CPEs, so I can comply with the CO's request and in accordance with current ASB policy	Contract Writing

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US59	Contract Administration	As a CO, I want the ability to change the type of CPE after it is automatically initiated, i.e., change a Final to an Annual and vice versa, so I can comply with the policy and correct type of evaluation	Contract Writing
US60	Contract Administration	As a BSA, I want the ability to define the purpose (reason) of modifications, so users are required to select the purpose (sometimes multiple) and/or enter a unique "other" mod purpose (if a purpose is not listed for selection) for contract modification	Contract Writing
US61	Contract Administration	As a BSA, I want the solution to automatically generate requisition record for award modifications (e.g., monetary changes, add/delete line item, change OM, etc.) using information from the approved requisition from the financial system, so the CO can initiate the award modification	Contract Writing
US62	Contract Administration	As a CO, I want the ability to create modification for a specific award (either triggered by a requisition, or as a standalone modification), so I can fulfil the requested changes	Contract Writing
US234	Contract Administration	As a CO, I want the solution to generate a unique modification ID when a modification is created, and the numbering should be based on the order that they are executed (needs more clarification language), so I can easily list all the modifications of an award.	Contract Writing
US63	Contract Administration	As a CO, I want the solution to force me to update the corresponding award whenever a contract modification is created, and create a conformed award in the system so I can ensure the award contains all the modifications	Contract Writing
US64	Contract Administration	As a CO, I want the ability to send the contract modification to the Contractor, so they can electronically review and sign	Contract Writing
US65	Contract Administration	As a CO, I want the ability to sign the contract modification, so I can finalize the requested changes	Contract Writing
US66	Contract Administration	As a CO, I want the solution to automatically send the signed contract modification as an attachment to the Contractor, so they have a signed copy	Contract Writing
US67	Contract Administration	As a CO, I want the solution to capture and associate all contract modification activities with the corresponding contract or task order number, so users can view, track, and report all activities associated with a contract or task order	Contract Writing
US68	Contract Closeout	As a CO, I want the ability to process contract closeouts, so I can manage contracts on or before its expiration and comply with records management	Contract Writing
US69	Contract Closeout	As a CO, I want the ability to send the contract closeout letter to the Contractor, so they can submit contract closeout response and I can officially closeout the contract	Contract Writing
US70	Contract Closeout	As a CO, I want the solution to automatically make all files associated with the contract as read-only once the contract is closed, so I can ensure the files cannot be edited after closeout	Contract Writing
US235	Contract Closeout	As I CO, I want the solution to send closeout notification, so I know when it is time to close out an award.	Contract Writing
US236	Contract Closeout	As a CO, I want the solution to perform the following checks before allowing an award to be closed out: no pending items in open CPEs, pending mods, or pending OM/TM appointments, so I can make sure the tasks are completed before the closeout.	Contract Writing
US237	Contract Closeout	As a CO, I want the solution to perform the following checks before allowing a parent award to be closed out: all the child awards have been closed out, so I can make sure there is no orphan awards after the parent award has been closed out.	Contract Writing
US238	Contract Closeout	As a CO, I want the solution to allow me to start contract closeout at any time, so the start of the closeout does not have to follow a single overall business rule.	Contract Writing
US239	Contract Closeout	As a CO, I want the ability to stop the closeout processing if there is a legal hold on the contract, so I can comply with the legal hold requirements and procedures.	Contract Writing

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US86	Audit	As a BSA, I want the solution to record and maintain an audit trail, so I can access audit information	Contract Writing
US87	Audit	As a BSA, I want the ability to access audit log reports, so I can monitor system activity	Contract Writing
US88	Business Rule Management	As a BSA, I want the ability to create and store business rules in a central repository, so users can continuously use to create and manage things such as workflows, tasks, signatory authority, etc.	Contract Writing
US89	Business Rule Management	As a BSA, I want the ability to establish and maintain approval authority criteria for warrant levels, so workflows can contain the appropriate signatures required for the various documents	Contract Writing
US90	Business Rule Management	As a BSA, I want the ability to create and maintain business rules to associate a status (e.g., open, active, inactive, cancel, awarded, etc.) with a procurement, so the status of any procurement can be set	Contract Writing
US91	Case Management	As a user, I want the ability to create tickets/cases and select a pre-defined category (e.g., waivers, ratifications, claims, JNCPs, warrants, contract category name, cancel CPEs, system issues, integration issues, etc.), so I can accurately classify and report	Contract Writing
US92	Case Management	As a BSA, I want the solution to route tickets/cases, so I can ensure the appropriate person is assigned to resolve the issue	Contract Writing
US93	Case Management	As a BSA, I want the ability to manage tickets/cases, so I can ensure issues are being resolved properly and timely	Contract Writing
US94	Case Management	As a user, I want the ability to attach documents to cases/tickets, so I can ensure the necessary information is attached to the case/ticket to help the team effectively manage and resolve my issue(s)	Contract Writing
US95	Case Management	As a BSA, I want the ability to create and manage issue categories, so tickets/cases can be properly flagged and reported based on categories	Contract Writing
US96	Case Management	As a BSA, I want the ability to select a pre-defined resolution category when closing a case, so I can ensure the appropriate resolution is associated to the case/ticket for reporting and to help the team identify issue patterns, etc.	Contract Writing
US97	Case Management	As a BSA, I want the ability to search existing cases/tickets, so I can quickly find needed information and respond to issues quicker	Contract Writing
US98	Case Management	As a user, I want the ability to see the status of my cases/tickets, so I can be aware of the progress	Contract Writing
US99	Case Management	As a BSA, I want the ability to export all cases/tickets, so I can use Excel and other systems to analyze and report case/ticket information	Contract Writing
US100	Case Management	As a user, I want the ability to add notes to a case, so I can effectively communicate additional information	Contract Writing
US101	Dashboard	As an ASB Supervisor, I want view access to the portfolios of my direct reports, so I can monitor portfolio activity, tasks, etc.	Contract Writing
US102	Dashboard	As a user, I want the ability to access a default dashboard with drill down functionality specific to my access role, so I can easily see and access information related to my tasks	Contract Writing
US103	Dashboard	As a user, I want the ability to select different dashboard views, so I can change/tailor my dashboard display	Contract Writing
US104	Dashboard	As a user, I want the information on my dashboard to automatically refresh, so I can have access to the latest information within the solution (may not include real-time information from external systems)	Contract Writing
US105	Data Analytics	As a user, I want the ability to run analytics, so I can view and analyze authorized data	Contract Writing

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US106	Data Analytics	As a user, I want the ability to access archived transactional data, so I can view and analyze historical data	Contract Writing
US107	Data Analytics	As a user, I want the ability to export all data, so I can view and perform data analysis using my tools of choice	Contract Writing
US108	Data Management	As a CO, I want to compile and maintain a source/solicitation list, so I can track the vendors we sent solicitations to, the Offerors who responded, and the Offerors who were successful or unsuccessful along with their specific MWOB/non-MWOB status	Contract Writing
US109	Data Management	As a CO or OM, I want the ability to record sensitive information such as failed bank name in its own data field, so I do not have to enter it in the description field, and I can better protect the sensitive information	Contract Writing
US110	Data Management	As a BSA, I want the ability to establish retention (archive) periods for transactional data, so I can be in compliance with the Corporate data retention policy	Contract Writing
US111	Data Management	As a BSA, I want the ability to define user-entered and system-recorded data fields and identify mandatory data fields, so that it can be viewed within the system and appear on standardized reports	Contract Writing
US112	Data Migration	As a BSA, I want to oversee data migration from legacy applications to the new solution, so I can ensure users have access to data needed to perform various activities/functions	Contract Writing
US113	Document Management	As a BSA, I want the ability to create and manage document attributes (e.g., official, signature required, editable, etc.), so the COs can use business rules when storing documents	Contract Writing
US114	Document Management	As a CO, I want the ability to apply document attributes (e.g., official, signature required, editable, etc.), so I can be in compliance with Corporate Data Protection Policy when storing documents	Contract Writing
US115	Document Management	As a CO, I want the ability to lock documents based business rules, so I can ensure no one is able to modify final documents	Contract Writing
US116	Document Management	As a BSA or user(s), I want the ability to unlock documents, so users can make updates to documents if necessary (e.g., user inadvertently locks a document, etc.)	Contract Writing
US117	Document Management	As a BSA, I want the ability to create and manage document templates, so processes can be consistent and efficient	Contract Writing
US118	Document Management	As a user, I want the ability to create (with or without a template) various acquisition documents, so I can ensure required documents are generated and stored	Contract Writing
US119	Document Management	As a user, I want the ability to save a document using an established naming convention, so I can ensure that no two documents contain the same name within a single contract folder which will make searching easier	Contract Writing
US120	Document Management	As a CO, I want the ability to select specific documents and specify their order/re-order to create a single PDF document (solicitations, amendments, awards, and mods), so I can merge related documents	Contract Writing
US121	Document Management	As a CO, I want the ability to preview solicitation and award draft documents anytime as a single PDF document, so I can ensure it is accurate	Contract Writing
US122	Document Management	As a user, I want the solution to identify documents containing Personally Identifiable Information (PII) and notify the CO on file, so they can be made aware of this information and subsequently comply with the Corporate Data Protection Policy	Contract Writing
US123	Document Management	As a user, I want the solution to flag and mask or encrypt documents containing Personally Identifiable Information (PII), so I can ensure this information is not visible and I can comply with Corporate Data Protection Policy	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US124	Document Management	As a BSA, I want the ability to establish file retention criteria for procurement documents, so ASB can be in compliance with FDIC's file retention policy	Contract Writing
US125	Document Management	As a BSA, I want the solution to track the file retention status for procurement documents, so ASB can be in compliance with FDIC's file retention policy	Contract Writing
US126	Document Management	As a BSA, I want the solution to automatically purge contract files after the retention period has expired, so I can ensure only relevant files remain and comply with the FDIC's file retention policy	Contract Writing
US127	Document Management	As a CO I want the ability to use existing data to automatically populate documents (e.g., RFP, Task Order, etc.), so I can quickly and efficiently complete documents	Contract Writing
US128	Document Management	As a CO, I want the ability to select and copy clauses from existing, clause packages, existing contracts/BOAs/RBOAs, task orders, so I can quickly and easily create new procurements.	Contract Writing
US129	Document Management	As a user, I want the ability to use templates, so I can create efficiencies by reducing the amount of time required to create and complete documents	Contract Writing
US130	Document Management	As a BSA, I want the ability to define and manage standard naming conventions for documents, so documents can be similarly saved and easily searchable	Contract Writing
US131	Document Management	As a user, I want to ability to electronically sign documents requiring my signature, so I can be in compliance with the Corporate Electronic Signature Directive	Contract Writing
US132	Document Management	As a BSA, I want the ability to establish and manage metadata, so users can easily organize, search, and retrieve files	Contract Writing
US133	Document Management	As a user, I want the solution to save files based on metadata, so users can easily organize, search, and retrieve files	Contract Writing
US134	Document Management	As a user, I want the ability to save my files based on metadata, so I can easily organize, search, and retrieve files	Contract Writing
US135	Document Management	As a user, I want the ability to delete files within the parameters of established business rules, so I can ensure only the most relevant and final documents are retained	Contract Writing
US136	Document Management	As a user, I want the solution to apply the Corporate Data Protection Policy to my documents, reports, and data, so I can ensure compliance with the Corporate Data Protection Policy	Contract Writing
US137	Document Management	As a user, I want the solution to automatically perform/apply document versioning, so I can ensure document revisions are preserved (based on business rules) and changes in each version are tracked	Contract Writing
US138	Document Management	As a user, I want to create and associate notes or comments to any record, so I can capture feedback, comments, issues, etc.	Contract Writing
US139	Document Management	As a CO, I want the ability to merge data from different sources, so I can create and populate a document using an established template	Contract Writing
US140	Document Management	As a user, I want the ability to upload multiple documents at one time, so I can quickly and efficiently upload documents	Contract Writing
US141	Document Management	As a user, I want the ability to generate PDFs, so I can create efficiencies by not having to export, convert to PDF, and reload a document	Contract Writing
US142	Document Management	As a user, I want the ability to export/download documents, so I can utilize the documents outside of the solution if necessary	Contract Writing
US143	Document Management	As a user, I want the ability to print documents, so I can have physical copies if necessary	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US144	Document Management	As a CO or OM, I want the ability to save documents in a format that will allow full-text search (e.g., not a zipped file), so I can easily search and find the content as well as its relationship with other documents if any	Contract Writing
US145	Document Management	As a BSA, I want the ability to label/mark a contract and its associated documents as being on Legal Hold, so the contract documents will not be purged (including closed contracts)	Contract Writing
US146	Life Cycle Management	As a user, I want solution to apply the status to procurement, so users can quickly and easily see and know the status of any procurement	Contract Writing
US240	Life Cycle Management	As a CO, I want the solution to automatically update dates on the contract milestone schedule (if applicable, based on business rules), so I can properly track and report progress of the procurement.	Contract Writing
US241	Life Cycle Management	As a CO, I want the ability to update the dates on the contract milestone schedule, so I can properly track and report progress of the procurement.	Contract Writing
US147	Life Cycle Management	As a user, I want the solution to automatically associate/link and store all procurement activities from solicitation to contract closeout, so users can easily access all relevant contract documents for each acquisition	Contract Writing
US148	Life Cycle Management	As a user, I want the ability to manually associate/link and store all procurement activities from solicitation to contract closeout, so I can easily access all relevant contract documents for each acquisition	Contract Writing
US149	Life Cycle Management	As a BSA, I want the ability to establish an automated numbering schema for documents/records, so one, I can ensure documents are numbered and secondly, I can ensure consistency and traceability	Contract Writing
US150	Life Cycle Management	As a BSA, I want the solution to retain the numbering schema that exists in the legacy APS (e.g., retain NFE requisition # for requisitions, contract #, etc.), so I can comply with the ASB policy	Contract Writing
US151	Life Cycle Management	As a BSA, I want the ability to see the critical path of every instance of process execution in the solution, so I can map out all critical points to track history and troubleshoot stalled processes	Contract Writing
US152	Life Cycle Management	As a user, I want the solution to dynamically display information based on certain actions/selections, so users can identify the required documents/next steps in the process	Contract Writing
US153	Life Cycle Management	As a user, I want the solution to populate different forms/templates/documents based on business rules and my inputs (similar to TurboTax functionality), so I can easily and quickly populate forms, documents, etc.	Contract Writing
US154	Life Cycle Management	As a user, I want the ability to create and manage tasks, so I can quickly and easily plan, assign, and monitor activity	Contract Writing
US155	Life Cycle Management	As a CO, I want the ability to reassign active tasks on requisitions, solicitations, awards, contract modifications, etc. to another CO, so another CO can assume responsibility	Contract Writing
US156	Life Cycle Management	As an ASB Supervisor, I want the ability to delegate authority/responsibilities to another person, so they can carry out the assigned activities	Contract Writing
US157	Life Cycle Management	As a BSA, I want the ability to create and manage contract types, so users can easily and quickly access and use existing information	Contract Writing
US158	Life Cycle Management	As a BSA, I want the ability to create and manage a provision and clause library, so users can easily and quickly access and use existing information	Contract Writing
US159	Life Cycle Management	As a BSA, I want the ability to modify a clause or provision and save the version in the clause and provision library, so the revision history can be preserved	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US160	Notification	As a BSA, I want the solution to send notifications/tasks based on data and metadata changes, so I can ensure the persons needing to perform an action(s) is automatically and properly notified	Contract Writing
US161	Notification	As a user, I want the solution to send notifications/tasks based on document status changes, so I can ensure the persons needing to perform an action(s) is automatically and properly notified	Contract Writing
US162	Notification	As a user, I want to receive notifications when the status of identified/selected documents have changes, so I can keep track of all activities associated with specific documents	Contract Writing
US163	Notification	As a BSA, I want to receive notifications when a workflow/process is stopped with an error, so I can be made aware of the error and make plans to fix it	Contract Writing
US164	Notification	As a BSA, I want the ability to establish notifications/alerts, so I can ensure the solution can inform users of their new, upcoming, or completed activities	Contract Writing
US165	Notification	As a user, I want the ability to receive notifications/alerts (must include subject line and message with document # if applicable and description of action) for various activities, so I can be made aware activities/tasks requiring my attention	Contract Writing
US166	Notification	As a user, I want the ability to create and send ad hoc notifications/alerts for various activities, so I can inform users of their new, upcoming, or completed activities	Contract Writing
US167	Notification	As a user, I want the solution to provide a link to or attach (if user does not have access to the system) procurement records/documents in the notification, so I can easily access the intended content	Contract Writing
US168	Notification	As a BSA, I want the ability to flag notifications and users as mandatory, so I can ensure mandatory messages are received by the users	Contract Writing
US169	Notification	As a user, I want the ability to opt-in or opt-out of receiving non-mandatory notifications, so I can control the notifications I receive	Contract Writing
US170	Notification	As a user, I want the solution to provide ticklers/reminders specific to my user role, so I can ensure I am aware of my upcoming and outstanding action items	Contract Writing
US171	Notification	As a BSA, I want the solution to broadcast/make various announcements (e.g., policy update, system wide notification, failed or successful integration, etc.) to all users or select groups/roles, so users can be simultaneously notified of important announcements affecting the solution or the acquisition process	Contract Writing
US172	Notification	As a BSA, I want the solution to send mass email to Contractor POCs (name and email address), so I can broadcast or make various announcements to Contractor community	Contract Writing
US173	Notification	As a user, I want the solution to have a tiered escalation notification process, so I can schedule reminders and escalations of actions to assignees and other parties (managers, division chiefs, etc.) as necessary for overdue tasks	Contract Writing
US174	Reporting	As a CO or BSA, I want the ability to generate average rating per award and/or per Contractor, so I can use it for reporting purposes	Contract Writing
US175	Reporting	As a user, I want the solution to have a reporting service subscription, so I can schedule and automate the delivery of selected reports	Contract Writing
US176	Reporting	As a user, I want the ability to apply various reporting criteria (e.g., filtering, sorting, field selection, etc.), so I can tailor reports to my specific needs	Contract Writing
US177	Reporting	As a user, I want the ability to create ad-hoc and canned standardized reports, so I can support business operations without requiring ASB or DIT support	Contract Writing
US178	Reporting	As a user, I want the ability to create, save customized reports, so I can tailor the data to satisfy business specifications and reuse as needed	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US179	Reporting	As a user, I want the ability to report on all data (including derived/calculated elements) and documents within the solution, so I can organize the information into summaries for management briefings/reports, analysis, performance monitoring, troubleshooting, etc.	Contract Writing
US180	Reporting	As a user, I want the ability to perform drill down reporting, so I can ensure I am able to report down to lowest level of data (e.g. clause search to include version data)	Contract Writing
US181	Reporting	As a user, I want the ability to print reports, so I can utilize the reports outside of the solution if necessary	Contract Writing
US182	Reporting	As a user, I want the ability to generate metrics for various activities/processes, so I can actively monitor procurement activities (e.g., PALT, etc.)	Contract Writing
US183	Reporting	As a user, I want the ability to export reports, so I can utilize the reports outside of the solution if necessary	Contract Writing
US184	Reporting	As a Report Runner, I want the ability to run reports for my specific section, division/office, so I can provide reports upon request	Contract Writing
US185	Role-Based Access	As an Auditor, I want the ability to access acquisition documents and reports, so I can conduct internal/OIG review for requested division/office	Contract Writing
US186	Role-Based Access	As a BSA, I want the ability to provision users with defined roles, so the solution can allow access based on the roles of individual users	Contract Writing
US187	Role-Based Access	As a BSA, I want the ability to define and manage role-based access for data, functions, reports, and documents, so the solution can restrict access based on the roles of individual users	Contract Writing
US188	Role-Based Access	As a BSA, I want the ability to assign users to more than one group/role, so users can properly perform the tasks of all assigned roles	Contract Writing
US189	System Integration	As a BSA, I want the solution to provide the ability for COs to create a system modification to resolve system integration errors, so I can ensure COs can resolve the errors without BSA support and inform NFE of the updates	Contract Writing
US190	System Integration	As a BSA, I want the solution to integrate in real time with other systems, so I can ensure the most up-to-date information is in the new solution	Contract Writing
US191	System Integration	As a BSA, I want the solution to integrate with other reporting tools such as Tableau, Power BI, etc., so users can continue to generate reports using external tools	Contract Writing
US192	System Integration	As a BSA, I want the solution to have the ability to seamlessly integrate with other systems (e.g., NFE, EDW, eWorks, Outlook, ICDM, CQCAR, VUE, WebFocus, CHRIS, FLX, etc.), so I can easily exchange information (e.g., requisitions, vendor information, awards, modifications, expenditure, contract closeout, etc.)	Contract Writing
US193	System Integration	As a BSA, I want to initiate integration processes outside of the normal schedule (for data exchange with financial system) to (1) retrieve ad hoc requisition and (2) initiate additional award job run, so I can fulfill all integration needs	Contract Writing
US194	System Integration	As a BSA, I want the solution to automatically update requisition record(s) when updates are received from the financial system, so COs can apply the necessary updates to solicitation documents created before the requisition was updated	Contract Writing
US195	System Integration	As a BSA, I want the ability to import OM/TM training data (from spreadsheet), so I can manage (upload, delete, etc.) OM/TM training data as part of user profile	Contract Writing
US196	System Integration	As BSA, I want the ability to validate buyer profile (buyer in NFE is a CO in APS) and OM profile, so I can prevent system integration errors with financial system	Contract Writing
US197	Usability	As a user, I want the solution to perform data validation and display solution-oriented error messages, so I can know exactly what the error is and what needs to be fixed	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US198	Usability	As a user, I want the ability to navigate from one related record to another, so I can quickly and easily access the information I need	Contract Writing
US199	Usability	As a user, I want the solution to have a robust search functionality (e.g., for clauses and provisions, procurement status, milestones, activities, etc.) so users can quickly and easily access information	Contract Writing
US200	Usability	As a BSA, I want the ability to establish session timeouts, so the solution can logout inactive users after a pre-determined time	Contract Writing
US201	Usability	As a user, I want the solution to display session timeout warning messages, so I can be notified of the intent to log me out of the solution	Contract Writing
US202	Usability	As a BSA, I want the solution to suspend users after a certain period of no-login activities, so I can comply with logins and security of the solution	Contract Writing
US203	Usability	As a BSA, I want the solution to allow sufficient length for data fields, so data fields are long enough to capture necessary information	Contract Writing
US204	Usability	As a user, I want the solution to have an easy-to-use, intuitive, and efficient interface, so I can easily navigate and use it to complete acquisition related activities without needing extensive software training	Contract Writing
US205	Usability	As a user, I want the solution to have a robust and user-friendly mobile interface, so I can complete acquisition activities using my certified mobile device	Contract Writing
US206	Usability	As a user, I want the ability to access the solution using my certified mobile device, so I can perform tasks when I am away from my desk	Contract Writing
US207	Usability	As a user, I want the solution to auto save work in progress, so I do not lose my work in the event my session times out	Contract Writing
US208	Usability	As a user, I want the solution to provide help/guidance text on certain data fields, so I can understand how to provide/use the information	Contract Writing
US209	Usability	As a BSA, I want the ability to modify display information (such as titles, options, etc.) and selection criteria (drop-down choices), so I can meet FDIC-specific needs	Contract Writing
US210	Usability	As a BSA, I want the solution to have a simplified staggered/stepped (path) process (wizard) interface, so I can create navigational processes, which will guide users	Contract Writing
US211	Usability	As a user, I want the solution to display the path (staggered steps) associated with a process, so it can serve as a navigational aid informing me of the necessary steps to complete a process	Contract Writing
US212	Usability	As a user I want the solution to have minimal number of screens and clicks necessary to accomplish my tasks, so I can efficiently use the system	Contract Writing
US213	Usability	As a BSA, I want the solution to provide robust business rules that I can filter and tailor based on user needs/tasks, so errors can be reduced and user satisfaction and productivity can be increased	Contract Writing
US214	User Profile Management	As a BSA, I want the ability to create and manage user profiles, so I can ensure all pertinent user information is captured	Contract Writing
US215	User Profile Management	As a BSA, I want the ability to allow users to update certain things on their user profile, so it is efficient and users can ensure their information is accurate and up to date	Contract Writing
US216	User Profile Management	As a BSA, I want the ability to capture and maintain current and historical warrant information (e.g., dates, levels, certificates in PDF format, etc.) for COs, so it can be utilized to validate warrant level for CO assignment and signatures	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

US217	Vendor Profile Management	As a BSA, I want the solution to generate and maintain vendor profiles based on the data provided by financial system via integration, so the CO can have up-to-date vendor information (e.g., active/inactive status, socio-economic status, etc.)	Contract Writing
US218	Workflows	As a BSA, I want the solution to trigger workflows based on data changes, so I can ensure processes are automatically initiated	Contract Writing
US219	Workflows	As a user, I want the solution to trigger workflows based on document status changes, so I can ensure processes are automatically initiated	Contract Writing
US220	Workflows	As a BSA, I want the ability to create and manage workflows, so they can be used for reviews, approvals, concurrence, etc. of various acquisition documents	Contract Writing
US221	Workflows	As a CO, I want the ability to attach documents, contract files, emails, etc. to workflows, so reviewers and approvers within the solution can have access to all the necessary information for their review and approval	Contract Writing
US222	Workflows	As a CO, I want the ability to attach documents, contract files, emails, etc. to workflows and send those via email, so reviewers and approvers who are not in the solution can have access to all the necessary information for their review and approval	Contract Writing
US223	Workflows	As a user, I want the ability to create and route ad hoc workflows, so I can move forward with obtaining reviews and approvals when a pre-defined workflow does not meet the business need	Contract Writing
US224	Workflows	As a user, I want the ability to choose if my workflow should be routed sequentially or concurrently, so I can manage the sequence/order my workflows should be reviewed, approved, etc.	Contract Writing

Acquisition System - Next Generation (AS-NG): High-Level User Stories

#	User Story Category	User Story Description	Category
CF-US-0	Administration	As a CO/OM, I want a document repository that will be used to store final procurement documents from inception to closeout, so users can easily access, view, upload, delete, search, and report on all active and closed procurement documents	Contract File
CF-US-1	Administration	As a BSA, I want the solution to perform relationship-structure validation based on business rules, to ensure parent/child relationships are maintained between the contract writing solution and contract file solution	Contract File
CF-US-2	Administration	As a BSA, I want the solution to have system validations, so I can ensure folders and documents are not duplicated	Contract File
CF-US-3	Administration	As a BSA, I want the ability to create and store business rules, so they can be used to manage various activities within the solution	Contract File
CF-US-4	Administration	As a BSA, I want the ability to establish and manage metadata, so users can easily organize, search, report, and retrieve files from the contract file repository	Contract File
CF-US-5	Administration	As a BSA, I want to establish the folder/subfolder structure, so uniformed structure can be maintained and documents can easily be stored and accessed	Contract File
CF-US-6	Administration	As a CO/OM I want the solution to auto generate the folder and subfolder names, so there is a standard naming convention and consistency within the solution	Contract File
CF-US-7	Administration	As a BSA, I want the solution to establish parent-child relationships, so solicitations can be linked to multiple awards	Contract File
CF-US-8	Administration	As a BSA, I want the solution to have a standard naming convention for documents, so there is consistency and it is easy to search for documents	Contract File
CF-US-9	Administration	As a BSA, I want the ability to prevent zip files from being uploaded to the solution, so documents can easily be accessed and searched	Contract File
CF-US-10	Administration	As a BSA, I want the ability to flag a closed contract file folder as being on Legal Hold, so I can ensure the folder and documents within the folder are not purged	Contract File
CF-US-11	Administration	As a BSA, I want the ability to flag an active contract file folder as being on Legal Hold, so I can ensure the folder cannot be closed and documents within the folder cannot be deleted	Contract File
CF-US-12	Administration	As a BSA, I want the solution to tag uploaded files based on metadata (*e.g.,* author, date created, date modified, file size, etc.), so users can easily organize, search, and retrieve files	Contract File
CF-US-13	Audit	As a BSA, I want the ability to define audit capabilities/criteria within the solution (*e.g.,* recording activities, creating and maintaining audit logs, etc.), so I can ensure specific auditing activities are recorded	Contract File
CF-US-14	Audit	As a BSA, I want the solution to have the ability to track changes, so there can be a record of changes made, by whom and when	Contract File
CF-US-15	Case Management	As a BSA, I want the solution to support case/tickets and tracking (case management), so I can monitor issues that need to be addressed	Contract File
CF-US-16	Dashboard	As a user, I want the ability to access a dashboard with drill down functionality specific to my role, so I can easily access relevant information	Contract File
CF-US-17	Dashboard	As a user, I want a dashboard that is customizable based on my preferences, so I can change/tailor my dashboard display	Contract File

Acquisition System - Next Generation (AS-NG): High-Level User Stories

CF-US-18	Document Management	As a user, I want the ability to apply document attributes, so I can be in compliance with Corporate Data Protection Policy when storing documents in the contract file repository	Contract File
CF-US-19	Document Management	As a BSA, I want the solution to make closed files in the contract file repository as read-only, so I can ensure the files cannot be edited and I do not have to involve the records management department to view	Contract File
CF-US-20	Document Management	As a CO/OM, I want to create subfolders (within pre-defined standard folders), so I can further organize documents	Contract File
CF-US-21	Document Management	As a CO/OM I want the ability to upload procurement documents to the contract file, so the information can be accessed and reviewed as necessary	Contract File
CF-US-22	Document Management	As a CO, I want the ability to identify which versions of documents are stored in the contract file solution, to eliminate multiple iterations and retain those that contain legal comments that need to be preserved	Contract File
CF-US-23	Document Management	As a CO/OM, I want the solution to validate all key documents are present before the contract is closed, so I can ensure all relevant and important documents are contained in the contract file	Contract File
CF-US-24	Document Management	As a BSA, I want the solution to link files based on various data points to include requisition, solicitation, contract, task number, etc., so users can easily search and retrieve files	Contract File
CF-US-25	Document Management	As a CO/OM, I want the ability to download contract file documents from the contract file solution, so I can share documents with others	Contract File
CF-US-26	Document Management	As a CO/OM, I want the ability to store documents containing Personally Identifiable Information (PII) data in a restrictive location, so only users with the appropriate access can view	Contract File
CF-US-27	Document Management	As a CO/OM, I want the solution to mask (or encrypt) contract file documents containing PII, so only users with the appropriate access can view and to comply with Corporate Data Protection Policy	Contract File
CF-US-28	Document Management	As a CO/OM, I want the ability to unmask PII data, so I am able to view this information and take action if necessary	Contract File
CF-US-29	Document Management	As a user, I want to be able to tag procurement documents as containing PII data, to ensure the document complies with Corporate Data Protection Policy	Contract File
CF-US-30	Document Management	As an OM, I want the solution to allow me to upload zip files to the Deliverables Folder, so the files can be quickly uploaded	Contract File
CF-US-31	Document Management	As an OM, I want the solution to have the ability to extract files from a zip file, so files can be viewed and saved to the Deliverables Folder	Contract File
CF-US-32	Document Management	As a BSA, I want the ability to reopen a closed folder, so closed folders can be restored	Contract File
CF-US-33	Document Management	As a CO/OM, I want the solution to allow me to easily move documents from one folder to another, so I can ensure documents are stored in the correct location	Contract File
CF-US-34	Document Migration	As a BSA, I want to oversee the document migration of active contract file documents from legacy applications to the new solution, so I can ensure users have visibility to the documents	Contract File
CF-US-35	Document Migration	As a BSA, I want the ability to migrate all active contract folders and documents into the new solution, so these records are available within the repository	Contract File

Acquisition System - Next Generation (AS-NG): High-Level User Stories

CF-US-36	Email	As a user, I want the ability to send/forward individual or multiple documents through email to one or many recipients, so I can share relevant information to those who might not have access to the documents/solution	Contract File
CF-US-37	File Retention	As a BSA, I want the solution to track the file retention status for procurement documents, so documents are purged in accordance with the FDIC file retention policy	Contract File
CF-US-38	File Retention	As a BSA, I want the solution to track the date for file retention based on when the award is closed, so the start date for the file retention policy is logged and the file is in compliance with FDIC's file retention policy	Contract File
CF-US-39	File Retention	As a BSA, I want the ability to establish file retention criteria for procurement documents in the contract file repository, so ASB can be in compliance with FDIC's file retention policy	Contract File
CF-US-40	File Retention	As a BSA, I want the solution to establish the file retention status for procurement documents, so the timeframe in which documents are purged can be set-up in accordance with the FDIC file retention policy	Contract File
CF-US-41	File Retention	As a BSA, I want the solution to automatically purge contract files within the contract file repository after the retention period has expired, so I can ensure only relevant files remain and comply with the FDIC's file retention policy	Contract File
CF-US-42	File Retention	As a BSA, I want the solution to have the ability to store all closed documents within the contract file solution, so these files remain within the repository and users do not have to leave the solution to access/review	Contract File
CF-US-43	Notification	As a BSA, I want the solution to allow the configuration of notifications and mass communications, so I can manage the trigger, recipients, and message content	Contract File
CF-US-44	Notification	As a BSA, I want the solution to send notifications and reminders, so users can be informed of updates, events, and/or actions that require attention. For example, when folders are created within the contract file solution, a notification could be sent to the OM to let them know the contract folder has been established	Contract File
CF-US-45	Notification	As a BSA, I want the ability to send mass communications to contract file solution users, so I can share broadcast announcements with the user community	Contract File
CF-US-46	Reporting	As a user, I want the ability to export reports in various formats (*e.g.,* CSV, Excel, PDF, etc.), so I can utilize the reports outside the solution if necessary	Contract File
CF-US-47	Reporting	As a user, I want the ability to generate standard reports based on my permissions, so I can support business operations without requiring ASB or DIT support	Contract File
CF-US-48	Reporting	As a user, I want the ability to generate ad hoc reports based on my permissions, so I can support business operations without requiring ASB or DIT support	Contract File
CF-US-49	Reporting	As a CO/OM, I want the solution to have a report that shows what folders are missing documents, so I can address accordingly	Contract File
CF-US-50	Reporting	As a CO/OM, I want the solution to have a report that shows all contracts that are assigned to me and what documents are included, so I know what contracts and documents I am responsible for	Contract File
CF-US-51	Reporting	As a BSA, I want the solution to provide a report of all user roles and their access within the contract file solution, so I can review and manage access	Contract File
CF-US-52	Reporting	As a BSA/CO/OM, I want the ability to report on all data fields (*e.g.,* contract close date, by whom, tags, etc.) and documents within the solution, so I can generate summaries, complete analysis, etc.	Contract File

Acquisition System - Next Generation (AS-NG): High-Level User Stories

CF-US-53	Role-Based Access	As a BSA, I want the solution to have the ability to create, edit, and remove role-based user access profiles, so I can manage access as user information (*e.g.,* NTID, name, division, etc.) is received/updated	Contract File
CF-US-54	Role-Based Access	As a BSA, I want the ability to assign user roles at the folder level, so folder access is limited to users with the appropriate permissions	Contract File
CF-US-55	System Integration	As a CO, I want the folder structure within the contract file solution to be automatically generated when the solicitation number is generated within the contract writing solution, so there is consistency in the folder names and structure	Contract File
CF-US-56	System Integration	As a BSA, I want the solution to inherit the numbering schema, *(e.g.,* Solicitation, Award, Task Order Number, etc.), from the contract writing solution to maintain the parent-child relationship from requisition to award close out	Contract File
CF-US-57	System Integration	As a BSA, I want the solution to ensure when a contract is closed in the contract writing solution, the related documents in the contract file solution are automatically closed as well, so all associated documents under the contract are closed	Contract File
CF-US-58	System Integration	As a BSA, I want the solution to seamlessly integrate with the contract writing solution, so when the point of contact is changed it flows into the contract file solution to ensure synchronization	Contract File
CF-US-59	System Integration	As a BSA, I want the solution to seamlessly integrate with the contract writing solution, so when a contract/award is flagged for Legal Hold the solutions are in sync and the documents in the contract file solution are not purged	Contract File
CF-US-60	System Integration	As a BSA/CO/OM, I want the solution to integrate with the contract writing solution to allow solicitation documents to be automatically filed into the appropriate folder, so documents do not have to be manually uploaded	Contract File
CF-US-61	System Integration	As a BSA, I want the solution to integrate with other systems (*e.g.,* contract writing solution, ServiceNow, ARCS, NFE for invoices, EDW, eWORKS for onboarding, Outlook, ICDM, CQCAR, VUE, WebFocus, CHRIS, FLX, etc.), so relevant procurement documents can be uploaded	Contract File
CF-US-62	System Integration	As a BSA, I want the solution to integrate with ARCS, so provisioning of security requests is simplified	Contract File
CF-US-63	System Integration	As a BSA, I want the solution to integrate with in-house data sources/warehouses (*e.g.,* EDW, Data Hub, Data Lake, etc.), so data can be used to generate reports	Contract File
CF-US-64	System Integration	As a BSA, I want the solution to integrate with other reporting tools such as Tableau, Power BI, etc., so users can generate interactive, intuitive and insightful reports	Contract File
CF-US-65	System Integration	As a BSA, I want the solution to seamlessly integrate with the contract writing solution, so when a contract and its associated documents are marked as sensitive (*i.e.,* legal hold), only users with the appropriate permissions can view and the solutions are in sync	Contract File
CF-US-66	Usability	As a CO/OM/TM, I want the ability to easily upload documents to the contract file solution by dragging and dropping, so I can quickly and efficiently upload documents	Contract File
CF-US-67	Usability	As a user, I want the solution to store and open all procurement document types (*e.g.,* Word, Excel, PDF, CSV, etc.), so I can access and review all documents relevant to the contract	Contract File
CF-US-68	Usability	As a user, I want the solution to provide a view of all contracts, so I can have a holistic view of the contracts saved within the solution	Contract File
CF-US-69	Usability	As a user, I want the solution to have the ability to view multiple folders/subfolders and the documents within a contract file, so I do not have to perform multiple clicks to view	Contract File

Acquisition System - Next Generation (AS-NG): High-Level User Stories

CF-US-70	Usability	As a user, I want the solution to have the ability to search on key values such as contract number, award number, etc., so I can quickly and easily find what I need	Contract File
CF-US-71	Usability	As a user, I want the solution to allow document sorting, so I can more easily find what I am looking for	Contract File
CF-US-72	Usability	As a user, I want the solution to have an easy-to-use and intuitive interface, so I can easily navigate and use it to locate documents and complete contract file activities without requiring extensive software training	Contract File
CF-US-73	Usability	As a user, I want the solution to display as much relevant information on the screen as possible, so I do not have to do a lot of clicking and searching to locate what I need	Contract File
CF-US-74	Usability	As a user, I want the solution to offer document preview, so I can quickly determine if the document displayed is the one I need	Contract File
CF-US-75	Usability	As a user, I want the solution to display the recent and most frequently used documents when performing a search, so I can quickly go to those documents I regularly access	Contract File
CF-US-76	Usability	As a user, I want the ability to search within a folder, document, and zip file, so I can quickly and easily find what I need	Contract File

Acquisition System - Next Generation (AS-NG): High-Level User Stories

#	User Story Category	User Stories Description	Category
EAP-1	Early Acquisition Planning	As a Program Office POC, I want the ability to create and maintain ideation project (e.g., market research, RFI request and responses, etc.), so I can document the business need and determine the strategy to acquire the respective goods and services	Early Acquisition Planning
EAP-2	Early Acquisition Planning	As a Program Office POC, I want the ability to create early acquisition planning milestone schedule, so I can track and monitor ideation activities prior to requirements package submission to ASB	Early Acquisition Planning
EAP-3	Early Acquisition Planning	As a Program Office POC, I want the ability to create, collaborate, and track requirements package items, so I can document requirements, collaborate with stakeholders, monitor what is outstanding and know how long the process is taking to complete requirements package	Early Acquisition Planning
EAP-4	Early Acquisition Planning	As a Program Office POC, I want the ability to submit the requirements package, so the CO can review and initiate the solicitation process	Early Acquisition Planning
EAP-5	Early Acquisition Planning	As a Program Office POC, I want the ability to assign a CO and Program Office POC for the early acquisition planning, so I can ensure users are aware of the designated personnel for the acquisition activities	Early Acquisition Planning
EAP-6	Early Acquisition Planning	As a Program Office POC, I want the ability to capture and store labor category (LCAT) information from previous contracts, GSA, industry data, etc., so I can retrieve and use them to populate documents	Early Acquisition Planning
EAP-7	Early Acquisition Planning	As a Program Office POC, I want the ability to access a repository/library of previous IGCEs and IGCE templates for different types of acquisitions, so I can retrieve and use this information to populate documents	Early Acquisition Planning
EAP-8	Early Acquisition Planning	As a Program Office POC, I want the ability to define and document evaluation criteria within the solution, so it can be used to evaluate proposals	Early Acquisition Planning
EAP-9	Early Acquisition Planning	As a Program Office POC, I want the ability to nominate/recommend an OM/TM within the solution prior to an award of a contract, so they can participate in the acquisition process and be appointed for contract administration activities	Early Acquisition Planning
EAP-10	Early Acquisition Planning	As a Program Office POC or CO, I want the ability to manage procurement forecasts, so I can manage workloads and plan for timely awards	Early Acquisition Planning

SOO Appendix B - Contract Writing Business Process Models

Acquisition System – Next Generation (AS-NG)

Contract Writing (CW) MVP – High-Level Business Process Models

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3. Solicitation

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- **4.2 Award Data Validation**

5. Award Administration

- **5.1 Admin Overview**
- **5.2 Oversight Manager (OM) Appointment**
- **5.3 Technical Monitor (TM) Appointment**
- **5.4 Contractor Performance Evaluation (CPE)**
- **5.5 Award Modification (Mod)**

6. Award Closeout

•

Legend

Related Activity	Sub Process	Manual Activity	Integration

Acronyms and Abbreviations

- APM / PGI = Acquisition Policy Manual / Procedures Guidance Information *(After July 2023, the term APM / PGI will be replaced with Acquisition Procedures and Guidance Manual (APGM))*
- ASB = Acquisition Services Branch
- BOA = Basic Ordering Agreement
- BPA = Blanket Purchase Agreement
- BSA = Business System Administrator
- CMP = Contract Management Plan
- CO = Contracting Officer
- CPE = Contractor Performance Evaluation
- CW = Contract Writing
- DIT = Division of Information Technology
- DOF = Division of Finance
- JNCP = Justification for Non-Competitive Procurement
- Mod = Modification
- MVP = Minimum Viable Product
- OM = Oversight Manager
- OMWI = Office of Minority and Women Inclusions
- NAICS = North American Industry Classification System
- NDA = Non-Disclosure Agreement
- NFE = New Financial Environment = Financial System
- PEM = Price Evaluation Memorandum
- Program Office = Divisions and Offices = Client = Business Division
- RBOA = Receivership Basic Ordering Agreement
- RFP = Request for Proposal
- RFQ = Request for Quote
- RFTOP = Request for Task Order Proposal
- SAM = System for Award Management
- SBA = Small Business Administration
- SME = Subject Matter Expertise
- SOO = Statement of Objectives
- SOW = Statement of Work
- TM = Technical Monitor

Notes:

- The System for Award Management (SAM.gov) is an official U. S. Federal Contractor Registration website
- There are various action types (also referred to as contract type) used by Solicitation and Award process models. Examples of Solicitation type include Q - Request for Quotation (RFQ); R - Request for Proposal (RFP); and Z - Request for Task Order Proposal (RFTOP). Examples for Award action type include A - Blanket Purchase Agreement (BPA); and C – Contract; G - Basic Ordering Agreement (includes Receivership BOA)
- Case Management process is not detailed out. It is used to submit cases should users have issues or need assistance with the acquisition solution.
- Ratification process is not detailed out. This process is used when a Contractor submits an invoice to the Contracting Officer for the unauthorized work along with supporting documentation and who instructed the Contractor to do the work.
- Settlement agreement is created via Claim business process
- Program Office actor represents Division/Office POC or Supervisor assigned to do the acquisition activities.
- Contract Specialist supports CO on all acquisition activities <u>except</u> for (1) signing awards and modifications that has monetary value and (2) marking awards as closed out.
- General notifications are sent once a task is assigned and reminder notifications are sent until the task is completed. Escalation notifications are sent to supervisors after a period of inaction.

Acquisition System – Next Generation (AS-NG)

CW MVP Requisition Process Model

Description: An acquisition typically starts with a requisition. From there, a solicitation is created, then an award. Modifications (mod) to awards are often made via a requisition; however, there are standalone mods which have no association with a requisition.

Sub Process | Related Activity | Integration | Manual Activity

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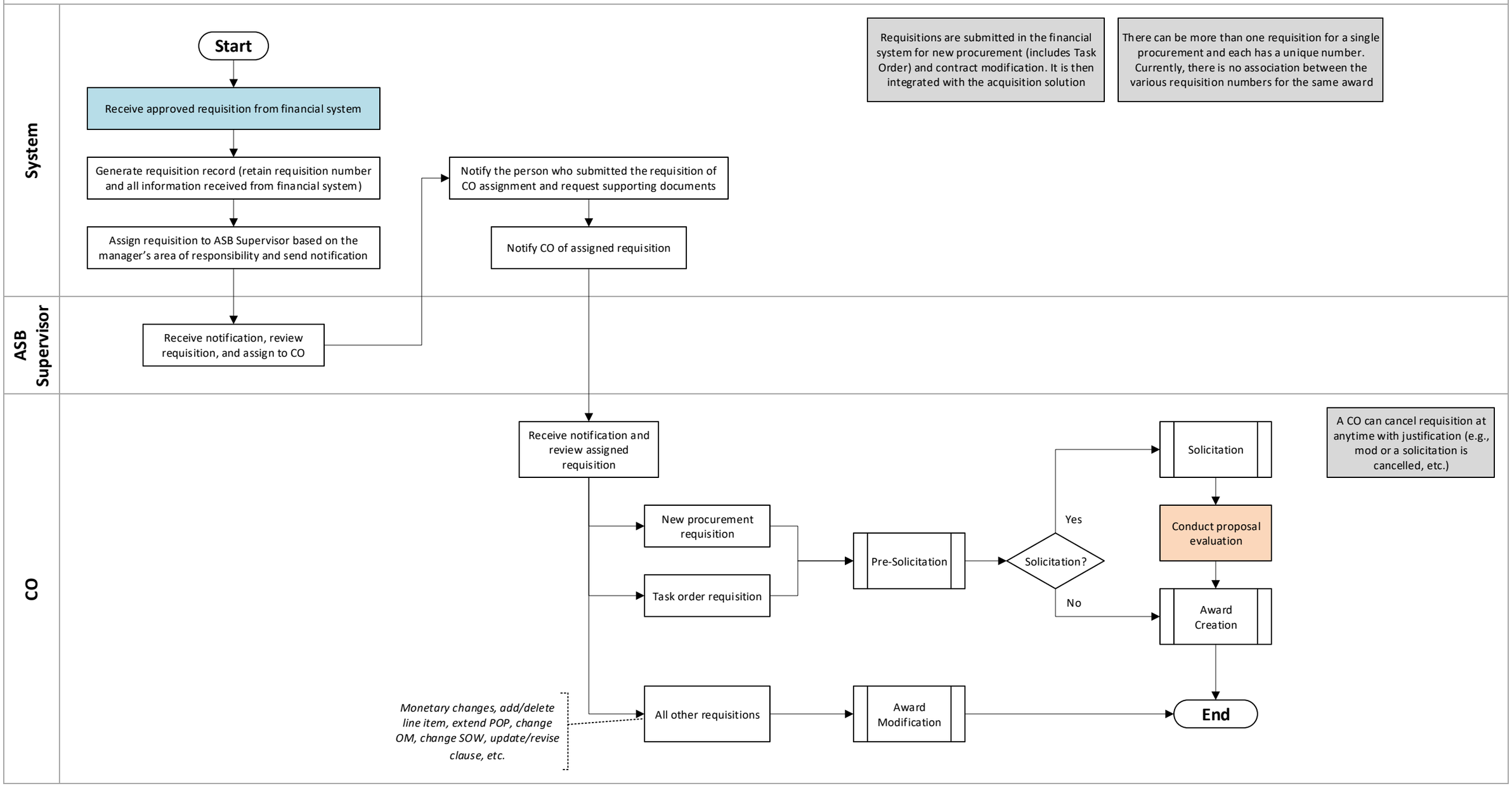
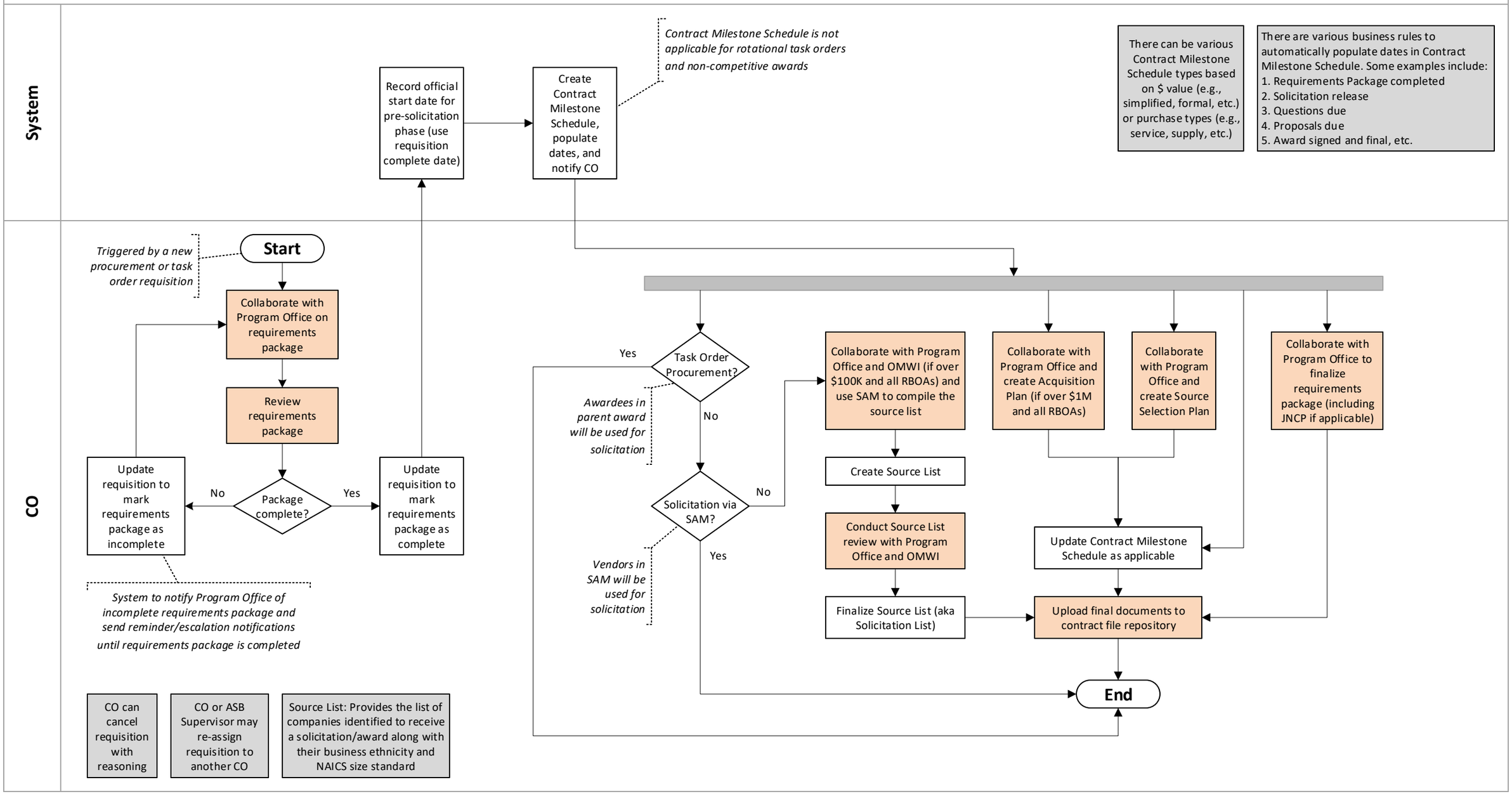


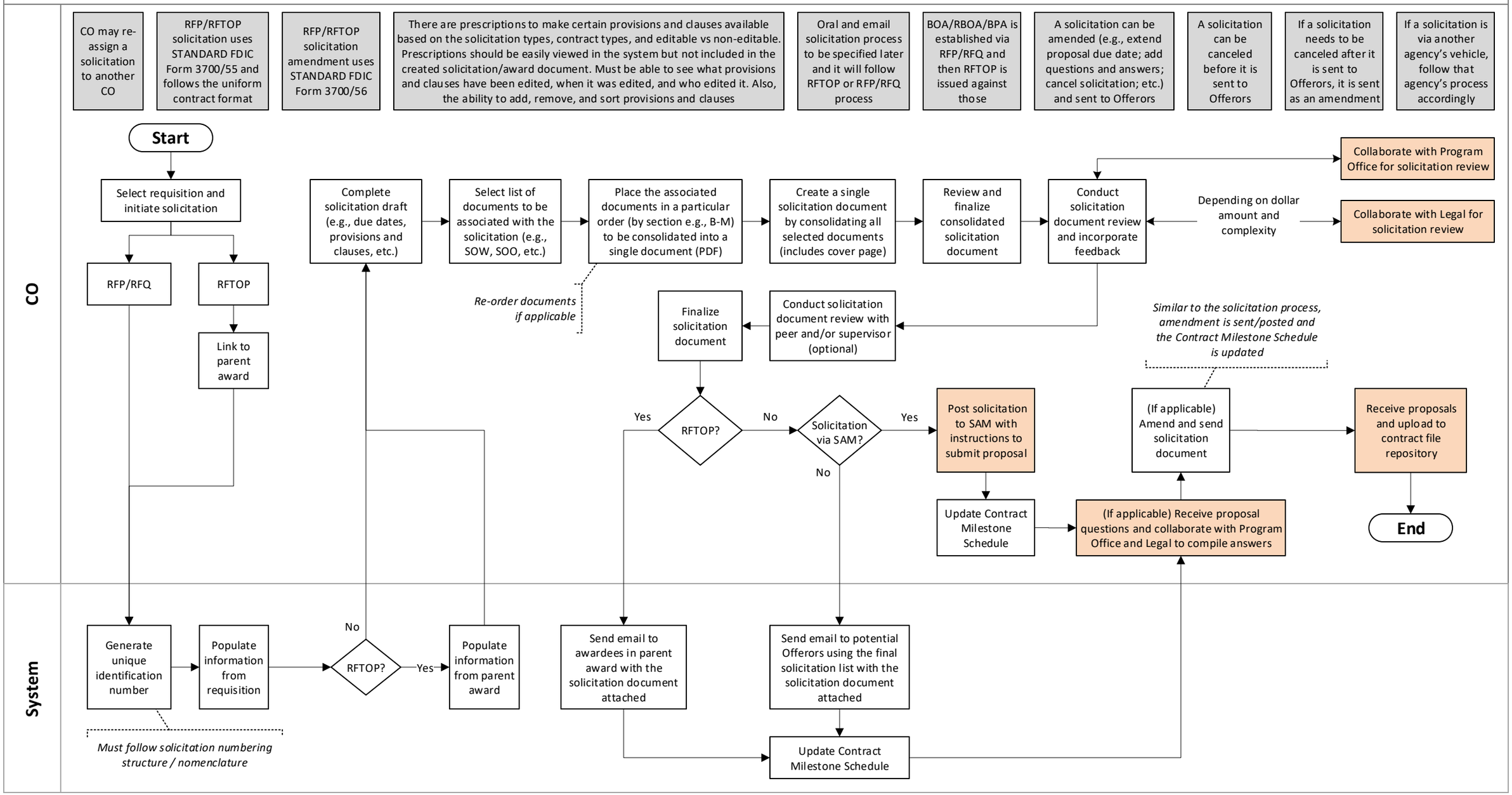
Acquisition System – Next Generation (AS-NG)

CW MVP Pre-Solicitation Process Model



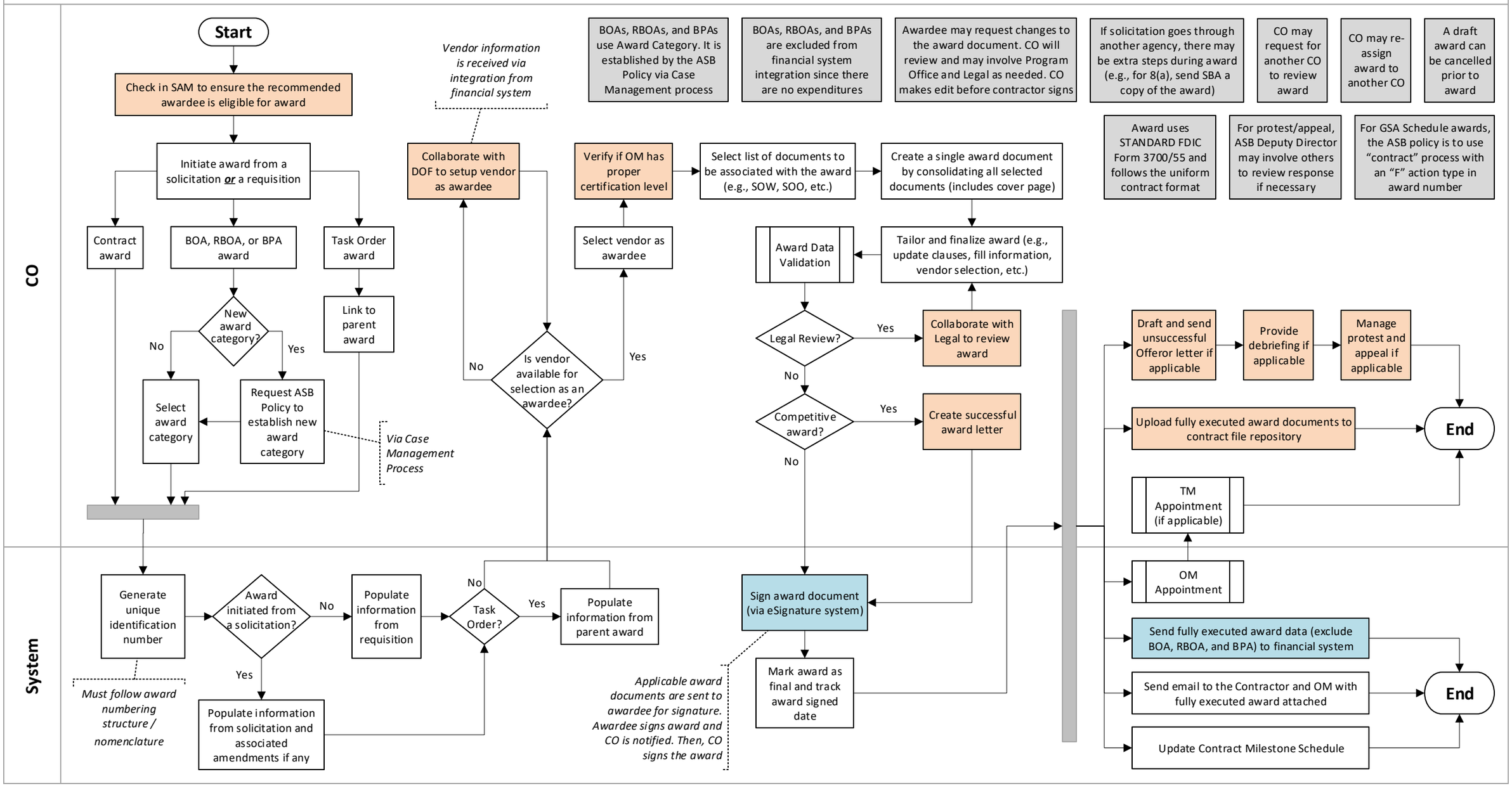
Acquisition System – Next Generation (AS-NG)

CW MVP Solicitation Process Model



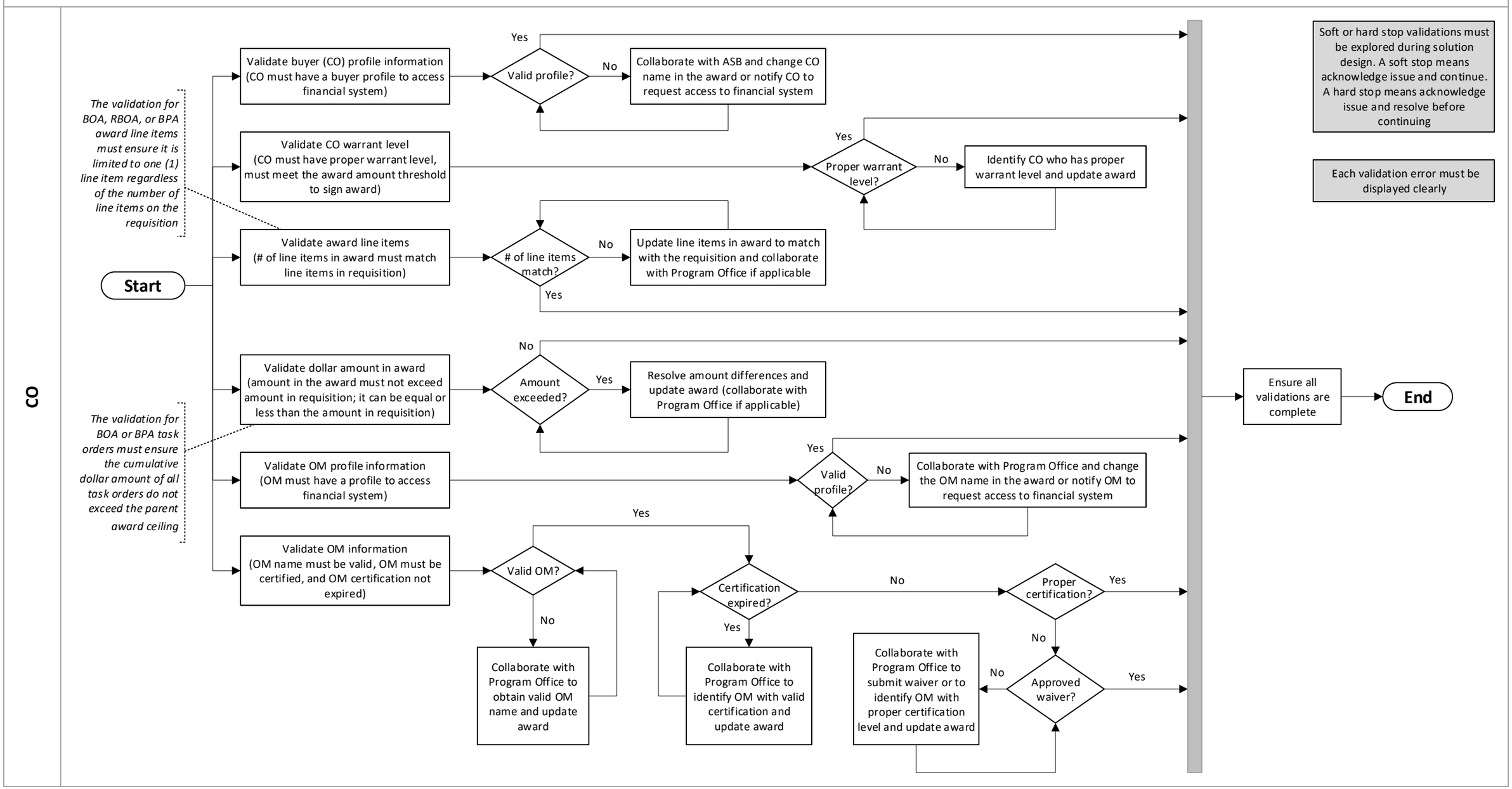
Acquisition System – Next Generation (AS-NG)

CW MVP Award Creation Process Model



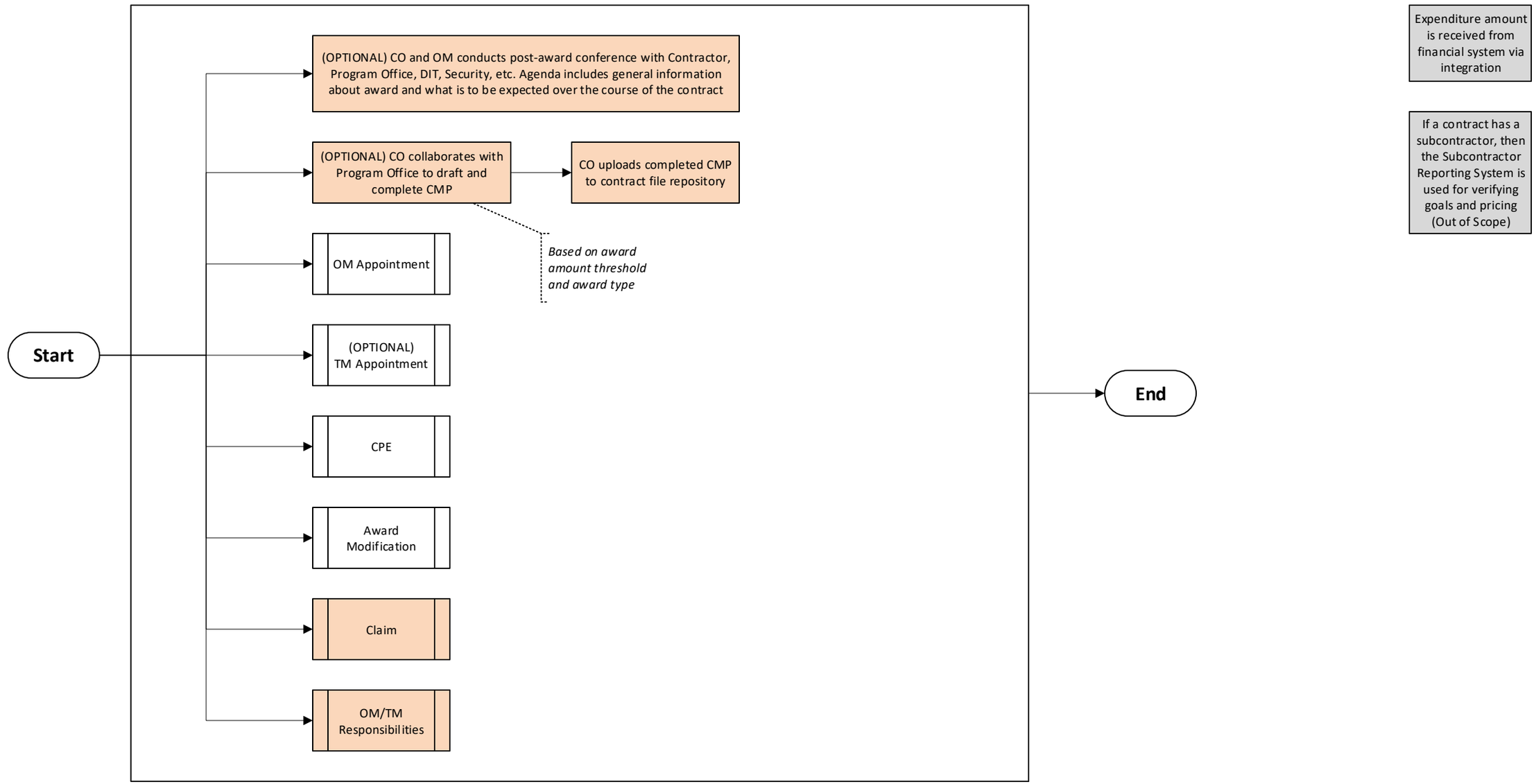
Acquisition System – Next Generation (AS-NG)

CW MVP Award Data Validation Process Model



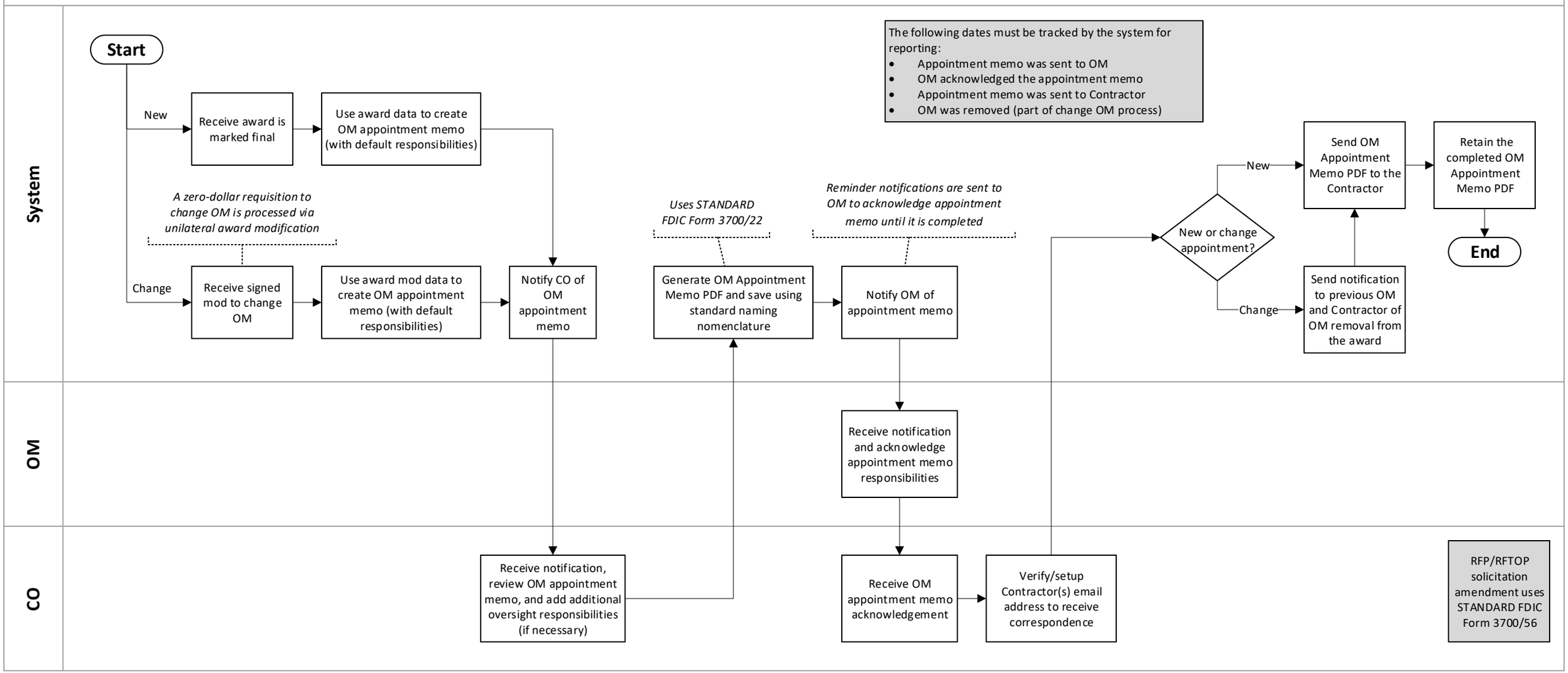
Acquisition System – Next Generation (AS-NG)

CW MVP Award Administration Overview Process Model



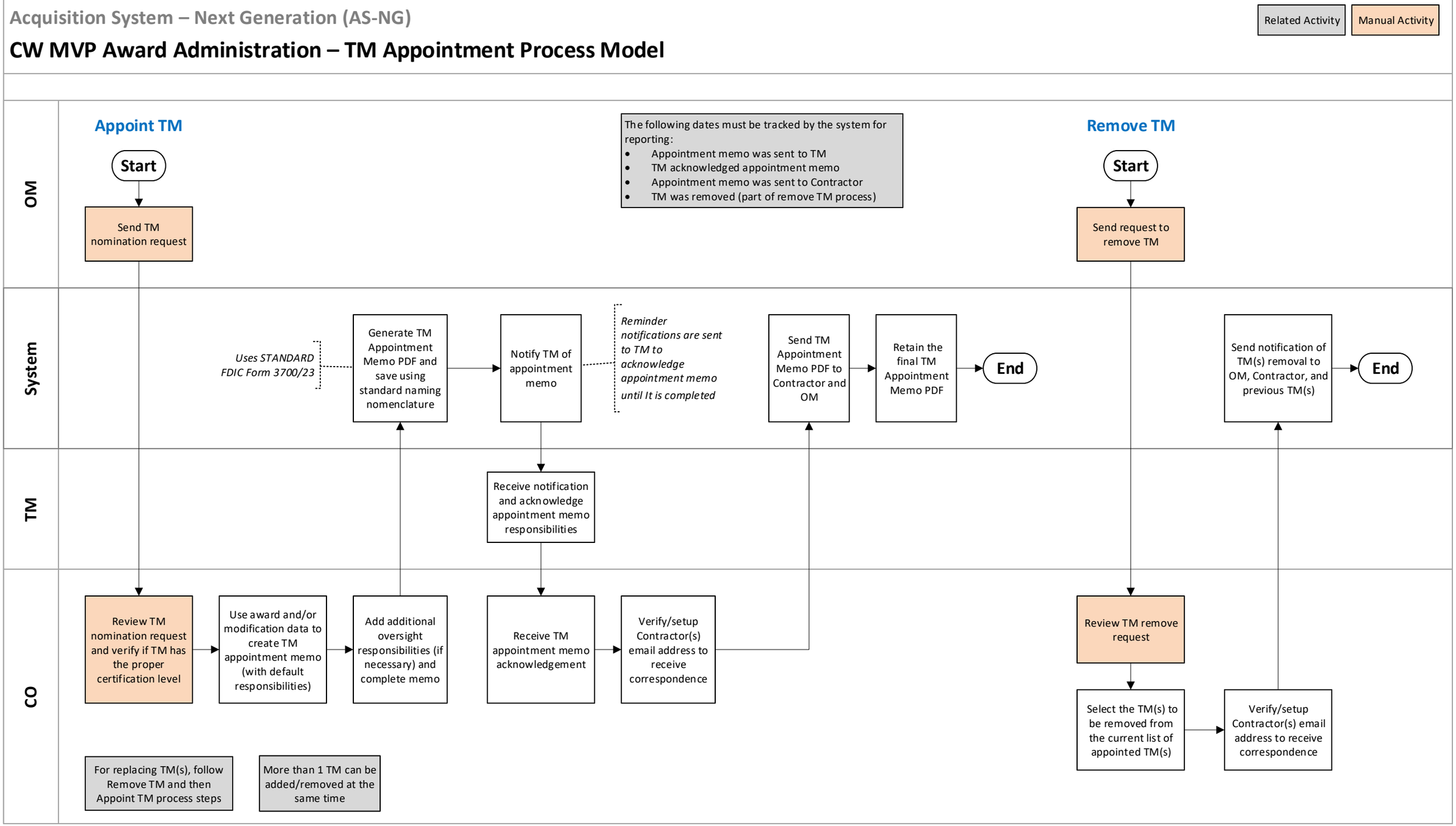
Acquisition System – Next Generation (AS-NG)

CW MVP Award Administration – OM Appointment Process Model



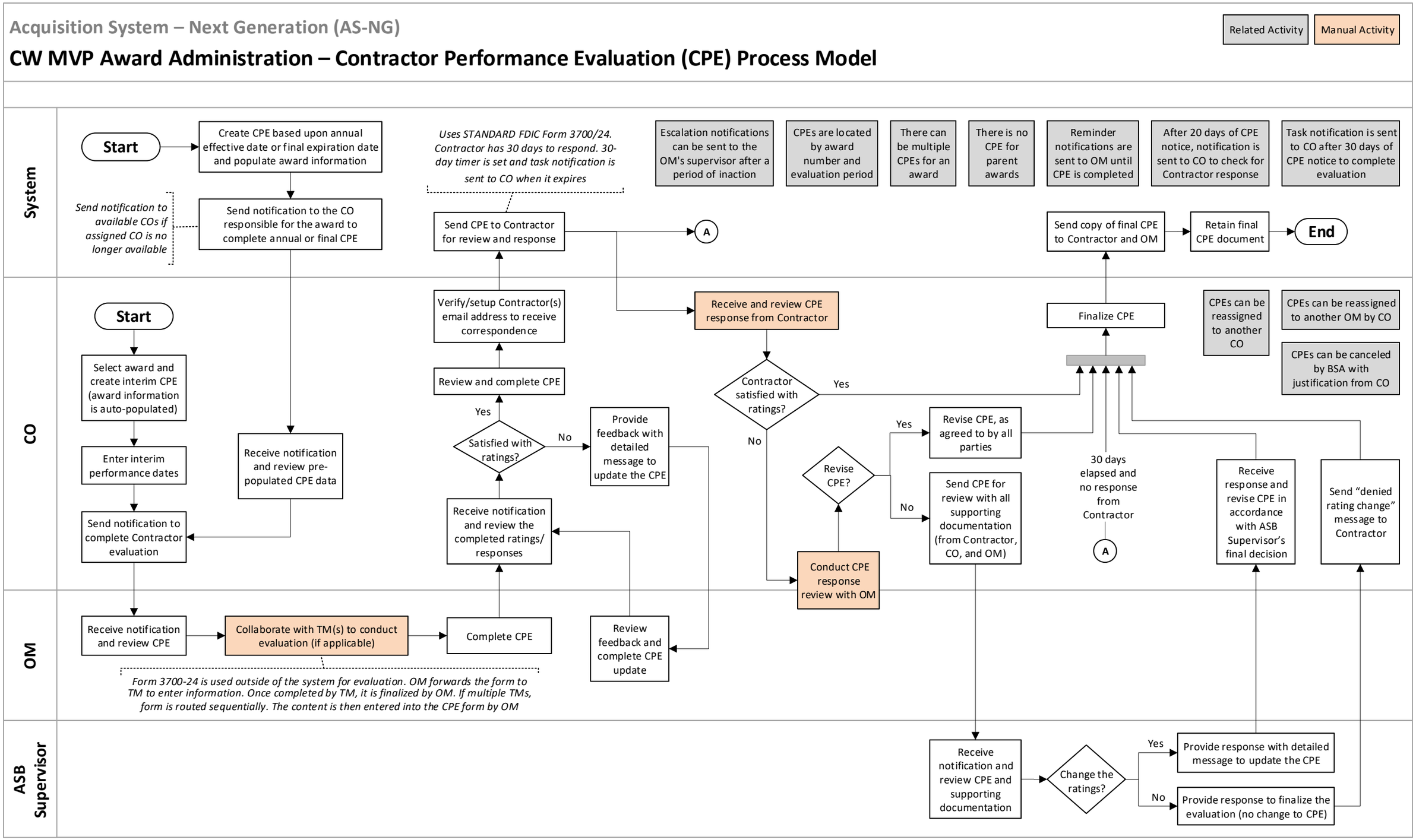
Acquisition System – Next Generation (AS-NG)

CW MVP Award Administration – TM Appointment Process Model



Acquisition System – Next Generation (AS-NG)

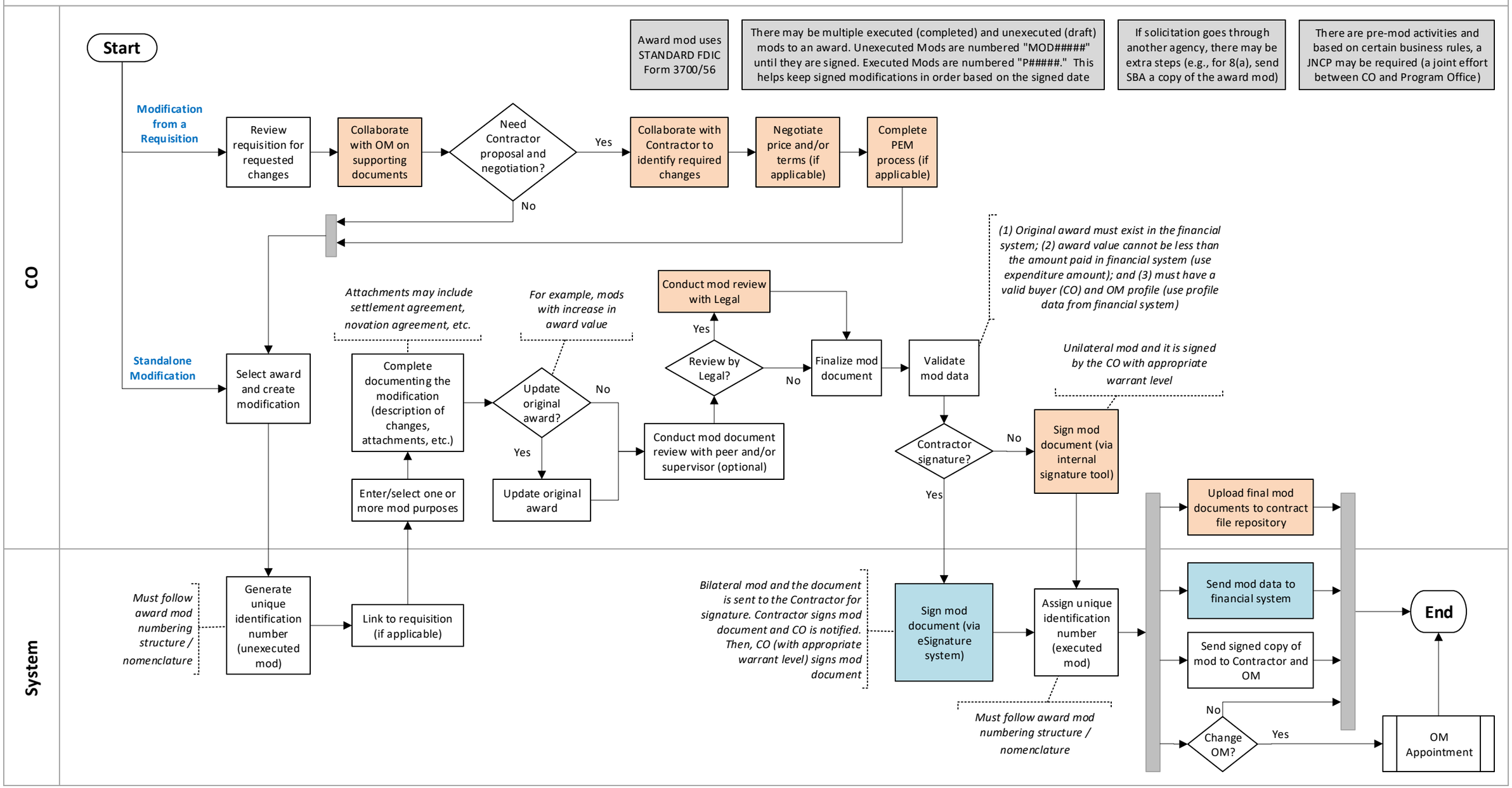
CW MVP Award Administration – Contractor Performance Evaluation (CPE) Process Model



Acquisition System – Next Generation (AS-NG)

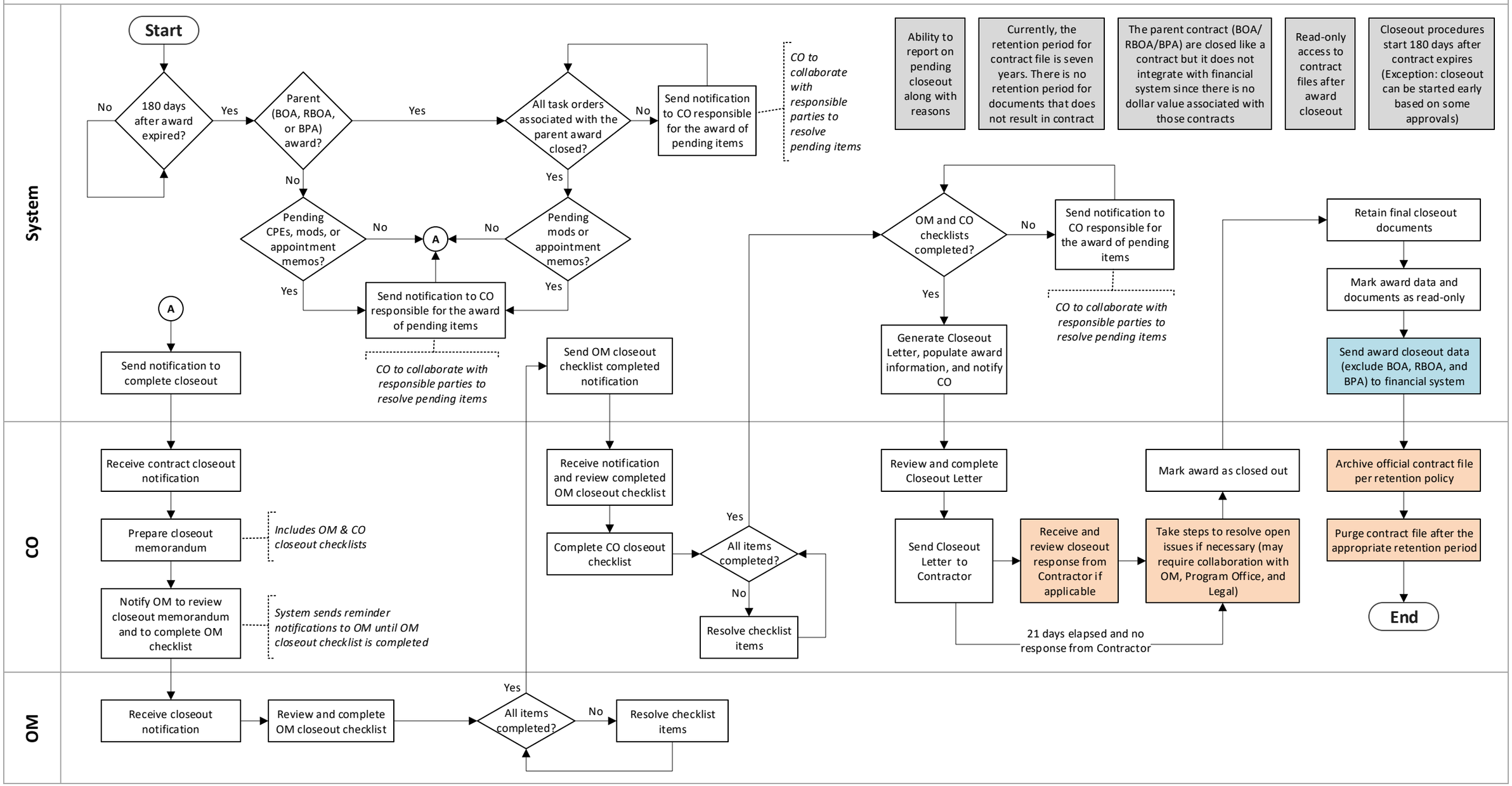
CW MVP Award Administration – Modification (Mod) Process Model

Description: Award modifications can be unilateral or bilateral and it is determined by the acquisition policy documents. Unilateral modification does not require signature from Contractor; however, it is signed by the CO. Bilateral modification require signatures from Contractor and CO. Examples of award modification include: change in CO, change in contract clause, change in OM, change in contractor name or address, early contract termination, equitable adjustments, change in award value, ratification, etc.



Acquisition System – Next Generation (AS-NG)

CW MVP Award Closeout Process Model



Appendix C - Data Migration Business Requirements

NONPUBLIC//FDIC BUSINESS

Federal Deposit Insurance Corporation (FDIC)
Division of Administration (DOA) – Acquisition Services Branch (ASB)

Acquisition System – Next Generation (AS-NG)

Data Migration Business Requirements

January 11, 2026

Acquisition System – Next Generation (AS-NG)

Data Migration Business Requirements

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Acquisition System – Next Generation (AS-NG)
Data Migration Business Requirements

Purpose

The purpose of this Data Migration Business Requirements document is to provide the scope and recommended data preparation/cleansing tasks for the migration of procurement data and documents to the targeted Acquisition System – Next Generation (AS-NG) solution.

Background

Acquisition Services Branch (ASB) utilizes manual operations and several systems to manage the acquisition process. The two primary systems used are:

1. Automated Procurement System (APS) and its components, an Appian solution
    a. APS – the electronic contract writing system used to write and manage FDIC awards
    b. Milestone Schedule Component (MSC) – used for creating contract milestone schedule
    c. Oversight Management Component (OMC) – used for oversight manager (OM) and technical monitor (TM) appointments
    d. Contractor Performance Component (CPC) – used to evaluate contractor performance
2. Consolidated Document Information System (CDIS), a Documentum solution
    a. Contract Electronic Filing (CEFile) – used by ASB and OMs to maintain award files
    b. Digital Library – used by ASB and OMs to view closed award files

ASB and Program Offices also use Technical Evaluation Panel (TEP) Tool, a Microsoft Access database for proposal evaluation. In addition, ASB uses SharePoint, Outlook (email), and hard-copy documents to collaborate with Program Offices on the sharing and routing of pre-solicitation and pre-award documents.

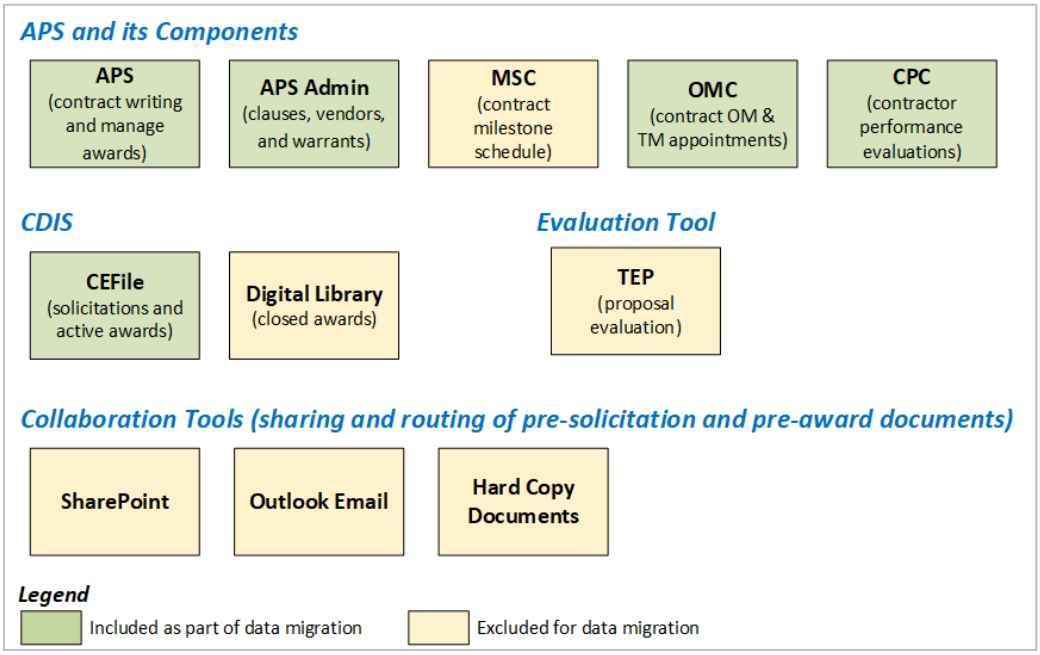

Figure 1. Acquisition Management Applications/Tools

APS and its Components

Business Entities Relationship

APS and its components contain the main entities created in the acquisition lifecycle. An acquisition typically starts with a requisition. From there, a solicitation is created, then an award (contract). Modifications (mod) to contracts are often made via a requisition; however, there are standalone mods which have no association with a requisition.

An award can be any of the following:

- a straight contract;
- a Basic Ordering Agreements, Receivership Basic Ordering Agreements or a Blanket Purchase Agreements (BOA/RBOA/BPA); or
- a task order which is a child of a BOA/RBOA/BPA.

Also, there is a special award type – Tasking BOA (TBOA) that is an added layer between the BOA and its task orders (i.e. BOA > TBOA > Task Orders).

The next three diagrams depict the Business Entities Relationships for APS and its components. These diagrams are not intended to be comprehensive, but they are intended to help facilitate the data migration effort by showing the entities to be migrated. The relationships and statuses of the entities depicted will help with determining what needs to be migrated and how they are related to other entities that are to be migrated or not to be migrated.

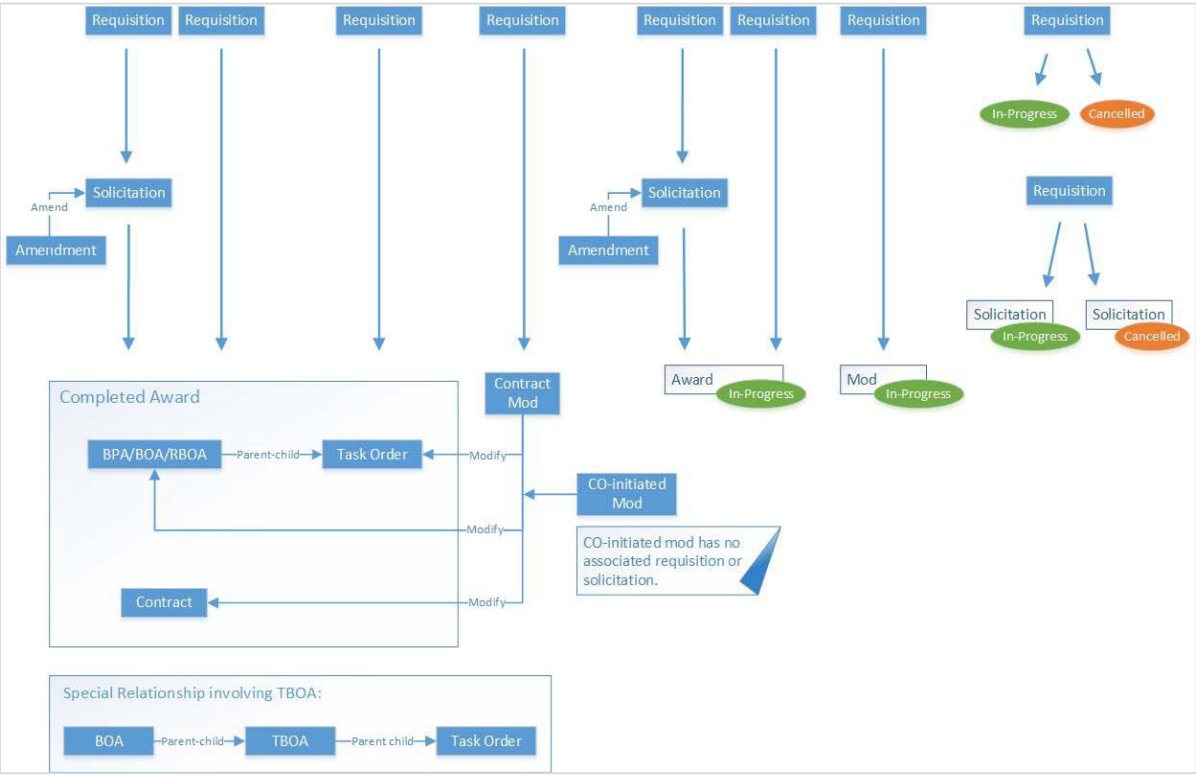

Figure 2. APS – Business Entities Relationship

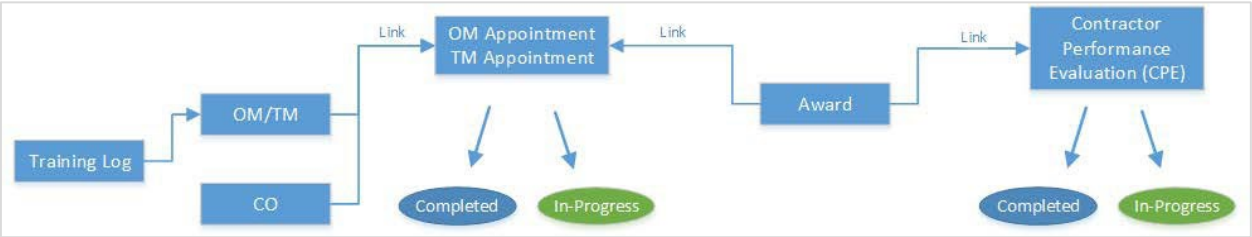

Figure 3. APS OMC and CPC – Business Entities Relationship

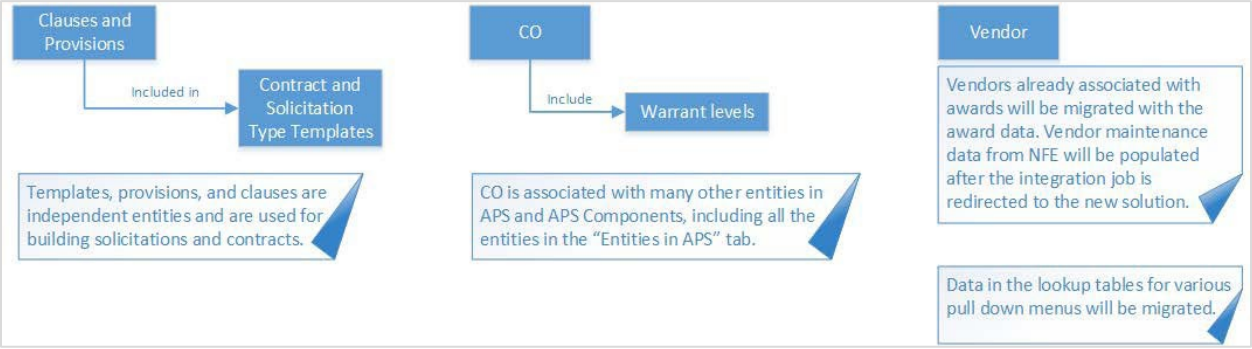

Figure 4. APS Admin – Business Entities Relationship

Numbering Schemes

There are different numbering schemes used in APS to uniquely identify entities such as solicitations and contracts. Below is a list of few but not limited to the following:

- Requisition ID / Purchase Request (PR) Number / Requisition Number
  - Received from New Financial Environment (NFE) and retained in APS.
  - Each requisition received from NFE has a unique number even if it's a modification. Additionally, there is no association between various requisition numbers for the same contract.
- Request for Proposal (RFP) / Solicitation Number – generated in APS when a solicitation is created.
- Contract Number or BOA/RBOA/BPA Number or Award Number – generated in APS for awards
  - Contract Number for independent contracts without parent contract
  - BOA/RBOA/BPA for parent contracts were task orders will be issued
- Task Order Number is RBOA/BOA/BPA Number + 4-digit number, auto generated by APS
- Contract Mod Number
- Solicitation Amendment Number

CDIS CEFile and Digital Library

CEFile File Structure

A Contract File is created in CEFile to store solicitation, Contract or BOA/BPA, or Task Order documents. Upon creation of the Contract File, the following file structure is automatically established; however, the format/structure can be altered with the creation of subfolders and may vary.

Digital Library

When a contract is closed in CEFile, the associated “pre-award,” “post-award,” and “OM File” folders are moved to the Digital Library in CDIS. The folder contents are read-only and are retained for seven (7) years from the contract close out date before they are manually purged.

Scope of Data Migration

1. Active and Active-Expired Awards

Definitions:

- Active award – an award's period of performance (POP) has not yet passed.
- Active-expired award – an award that is expired but not yet closed.

From APS and its components	From CDIS-CEFile
Migrate the following for active and active-expired awards: • All award data to include contracts, BOA/RBOA/BPA, and task orders in APS, OMC, and CPC • Associated contract mod data • Associated requisition data • Associated pre-solicitation data • Associated solicitation data including data related to contract writing, request for proposal & response, amendments, and evaluation • All OM/TM appointment letters (memos) (PDF) associated with those awards in OMC • All Contractor Performance Evaluations (PDF) associated with those awards in CPC • All attachments associated with those awards and awards-related solicitations, contract mods, etc.	Migrate all documents associated with active and active-expired awards, currently in these three folders: • Pre-Award • Post-Award • OM File

2. Closed Awards

Definition: Closed award – an award that has been closed out.

From APS and its components	From CDIS-CEFile
Migrate the following: • All closed awards (historic records for reporting purposes) but limit to the 42 data fields (columns) as included in the current Award Summary Report • CPC and OMC data (including contract numbers) and documents within the 7-year retention policy. ○ Migrate to the new solution ***Note:*** *OM/TM appointment letters and CPEs are official contract files and stored only in OMC and CPC. Where they should reside in the future needs to be determined before migration.*	No migration • Keep the documents associated with the closed awards read-only in CEFile or another repository (TBD) ***Note:*** *When a contract is closed in CEFile, the associated "pre-award," "post-award," and "OM File" folders are moved to the Digital Library in CDIS. The folder contents are read-only and it are retained for seven (7) years from the contract close out date and manually purged.*

3. In-Progress Solicitations and Awards

Definitions:

- In-progress solicitation – A solicitation that exists in APS, but no awards yet.
- In-progress award – An award in APS that has not been marked signed-and-final (awarded) yet.

From APS and its components	From CDIS-CEFile
For in-progress solicitations, migrate the following: • Solicitation – all data related to contract writing, request for proposal & response, amendments, and evaluation • Associated requisition data • Associated pre-solicitation data • Individual attachments to the solicitation **For in-progress awards, migrate the following:** • Award data • Associated requisition data • Associated pre-solicitation data • Associated solicitation data including contract writing, request for proposal & response, amendments, and evaluation • Individual attachments to the solicitation and award	Migrate the associated documents in CEFile Pre-Award folder

4. New Requisitions

Definition: New requisition – A requisition in APS that is either in-progress with no solicitation or award or has not been processed.

From APS and its components	From CDIS-CEFile
Migrate the following: • Requisition data • Associated pre-solicitation data	None

5. Administration – Provisions and Clauses

The Provisions and Clauses Library contains provisions and clauses based on the solicitation and contract types and is maintained by the APS Admins. When a solicitation type is selected, the associated provisions will be listed. Similarly, if a contract type is selected, the associated clauses will be listed.

Migrate the following items associated with provisions and clauses:

- The provisions and clauses library in APS (contains the latest version) to include solicitation and contract type templates.
- All the provisions and clauses revisions (historical versions) from the Procedures, Guidance, and Information (PGI) document.

6. Administration – Contracting Officer (CO) & Warrant Levels

The CO warrant information is maintained in APS and SharePoint.

Migrate the following items to the new solution establishing the relationship between COs and their warrant levels and certificates:

- CO information and warrant level data from APS.
- CO current and historical warrant level certificates (PDF) from SharePoint.

Notes:

- Majority of the current warrant level certificates are stored in SharePoint; however, there may be some new COs with hard copy certificates that need to be uploaded.
- Certificates attached to the TEMPO cases are excluded for migration.
- The CO data associated with the awards, mods, solicitations, requisitions, etc. will be migrated with the respective records as specified in above sections.

7. OM/TM Training Data

Once a week, Corporate University (CU) sends learning reports for three levels of OM and TM training. Those reports are consolidated into a single spreadsheet and manually uploaded to the OM training log in OMC to replace the previous one.

Migrate the OM training log from OMC to the new solution.

8. Solicitation List

To ensure adequate competition, COs must prepare a solicitation list which identifies the firms to be solicited. Once awarded, the data for all solicited firms is maintained in a “Solicitation for Award” spreadsheet. A spreadsheet is created and maintained for every year.

Migrate the “Solicitation for Award” list spreadsheets for every year (approximately 10 to 12 years) to the new solution.

- Use the award numbers in the list to associate to award numbers in APS.
- Use the award numbers to find solicitation numbers based on their relationship in APS.

Note: No need to migrate the individual solicitation list spreadsheets to the new solution.

Exclusions

The items in this section will not be migrated to the new solution; however, there are data preparation and cleanup tasks associated with some of the items.

From APS and its components	From CDIS-CEFile

Do not migrate the following:
• **Milestones Schedules in MSC**
  ○ Active/in-progress milestones can be easily created in the new solution
  ○ Completed milestones are not used after the award is made
• **APS TEMPO cases** – 99% APS specific and it is not applicable to the new solution
• **News Feed** – APS specific and it is not applicable to the new solution
• **Old solicitations and attachments** because they never resulted in awards
• **Old requisitions** because they never resulted in solicitations, awards, mods, etc.
• **CPC**
  ○ CPE cover letter because it is a template
  ○ Contractor responses because it will be migrated from CEFile
• **APS Admin: Vendor maintenance data** – It is replaced every night in APS via an NFE data integration job
• **TEP Tool data** because it will be migrated from CEFile
	The following should not be migrated; instead, should be retained as read-only files in either CEFile or another repository until the end of the retention period.
	• Documents associated with closed awards
	• Documents associated with old solicitations that never resulted in an award
	Additionally, CO, OM, and Contractor names should not be migrated because it will be part of APS data migration.

Data Preparation/Cleanup Tasks

APS and its Components Data Preparation/Cleanup Tasks

The data preparation/cleanup tasks must include but not limited to the following:

- **Cutoff Dates:** Establish cut-off dates for processing requisitions, solicitations, creating awards, and conducting closeouts prior to migration.
- **In-progress Requisition/Solicitation:** Identify and request COs bring in-progress requisitions/solicitations to a certain stage (TBD) to help ease migration.
- **Closeout Active-Expired Awards before 180 Days:** Conduct closeout of active-expired awards that are within 180 days from expiration for the purpose of migration.
- **Contract Categories:** Validate all brand new BOA/RBOA/BPA, or re-competed/follow-on RBOA/BOA/BPA, are assigned a new Category. Regular cleanup is usually done during reporting; however, it should also be validated and corrected before migration.
- **Old/Cancelled Solicitations and Attachments:** Run a report to identify old/cancelled solicitations and corresponding attachments that never resulted in an award. Collaborate with users to determine if they need to be migrated, and tag appropriately.
- **Old/Cancelled Requisitions:** Run a report to identify requisitions that have not been processed or never resulted in solicitations, awards, mods, etc. Request COs to work with the Program Office to determine the reasons and either cancel the requisition or tag for migration.
- **Report Attributes:** Identify and flag the following for active, active-expired, and closed awards:
    - Pricing structure
    - Goods or services
    - Competitive or non-competitive award
    - Corporate capacity (receivership, corporate, subsidiary, etc.)
    - Contract modification purposes (manually typed by COs)
    - Contract types (F-GSA schedule, defined in APGM)
    - Etc.
- **RFTOPs:** Consider performing the following tasks for RFTOPs since it is a manual process and the solicitations are not created in APS, meaning there is no RFP Number. However, the solicitation and related documents are uploaded to CEFile.
    - Determine if a place holder record (RFP Number) is needed for RFTOPs during transformation to the new solution.
    - Flag in progress task orders, so RFTOPs in the new solution can be sequenced correctly.
- **Contract Modifications:** Determine if a mapping is needed to ensure correct association between entities because contracts can be modified via a requisition or it can be a standalone. Also, consider creating a place holder for mods containing equitable adjustments to address the association during transformation to the new solution because it is a manual process and documents are not created in APS.

- **Milestone Schedule in MSC:** Reach out to COs and have them export in-progress milestone schedules to Excel. Make sure they know notes associated with the milestone schedules will not be exported; they will need to be printed or saved locally.
- **Provisions and Clauses Library:** Compile a list of historical versions of clauses and provisions from PGI for migration.
- **Formulas and Business Rules:** Store the formulas and business rules used to generate the Greater Oversight report.
- **TBOAs:** Determine how TBOAs will be migrated to the new solution.
- **CO & Warrant Levels:** Determine if there are warranted COs who left the corporation and flag or update as applicable.
    - Active and active-expired awards including contract mods – Assign an active CO to the contract with correct warrant level.
    - Closed awards within 7-year retention period – Flag the CO record to denote inactive but migrate to keep until end of retention period.
    - Closed awards beyond 7-year retention period – Flag the CO record to denote exclusion from migration since these awards can no longer be audited.
- **News Feeds:** Download and save all APS release bulletins, which contain all functionalities implemented over the years, to SharePoint.
- **APS TEMPO Cases:** Export cases and comments to Excel and store to SharePoint.
- **APS Admin - Vendor Maintenance Data:** Redirect vendor maintenance data integration job from APS to the new solution prior to go-live. This uploads the vendor maintenance/profile data and does not update the vendor data already associated with the awards.

CDIS CEFile and Digital Library Data Preparation/Cleanup Tasks

The data preparation/cleanup tasks must include but not limited to the following:

- **Cutoff Dates & Document Uploads:** Establish cut-off dates and reach out to the COs and OMS requesting they upload all solicitation/contract related documents (from SharePoint, hard copies, emails, local drive, shared drive, etc.) to CEFile so they can be tagged for migration.
- **Legal Hold**: There is no mechanism in APS or CEFile to mark documents as Legal Hold. Identify and tag Legal Hold documents so they can be retained until the hold is released or retention period expires, whichever is greater.
- **RFP Number in APS but not in CEFile:** Compare RFP numbers in APS to those in CEFile and validate associated documents for migration. A missing RFP Number in CEFile could be due to one of the following reasons:
    - Solicitation documents were filed under Contract Number and not RFP Number. Cleanup may involve validating if the corresponding Contract Number has the associated solicitation documents and tagging (TBD) those files/folders with the RFP Number, so the relationship/association can be established prior to migration; or

- User error (manual entry of RFP Number in CEFile). Cleanup may involve correcting/recreating RFP Number and/or deleting/uploading documents.

- **Contract Number in APS but not in CEFile:** Compare Contract numbers in APS with those in CEFile and validate associated documents for migration. A missing Contract Number in CEFile could be due to user error (manual entry of Contract Number when creating Contract file or linking Contract to RFP Number). Cleanup may involve correcting/recreating Contract Number and/or deleting/uploading documents.
- **Active and Active-Expired Awards – Contract to RFP Link:** Ensure RFP to Contract number in CEFile is the same as the RFP to Contract number in APS. Cleanup may involve correcting/recreating RFP/Contract Number and/or deleting/uploading documents in CEFile.
- **Active and Active-Expired Awards – Contract Modifications:** Compare number of contract mods in APS with those in CEFile and validate associated documents for migration. A contract can have one or more modifications; as such, all files associated with each mod must be uploaded to CEFile. Cleanup may involve:
  - Identifying all the existing files in CEFile, validating its contents (including zip files), mapping to the correct modification, establishing possible sequence (for mods under that contract), and uploading to the correct folder in CEFile; and
  - Uploading missing mod files from APS to CEFile to reconcile the remaining differences.
- **Zip Files:** CEFile allows users to upload zip files; however, there is no mechanism to know how the files are related to the contract or identify what documents are in the zip file unless it is unzipped. Cleanup may involve identifying all the zip files, validating its purpose, and mapping/uploading documents to the correct folder in CEFile.
- **Multiple Award Relationship:** When multiple BOAs are awarded, the solicitation documents (RFP Number association) are filed with the first BOA contract folder and the remaining BOA contract folders do not contain any solicitation documents. Cleanup may involve identifying and tagging (TBD) those folders with the RFP Number, so that relationship/association can be established in CEFile prior to migration.
- **Requests for Task Order Proposals (RFTOPs) Association:** Cleanup may involve identifying and tagging (TBD) parent-child folders/files so relationships/associations can be established in CEFile prior to migration. In addition, a place holder record (RFP Number) may need to be established for RFTOPs during transformation to the new solution. See Appendix for task order file creation and association in CEFile.
- **Closed Awards in APS but Open in CEFile:** When a contract is closed in APS, the CO must close the contract in CEFile; however, that is not always the case. Since the contract closeout in CEFile is manual, cleanup may involve identifying the differences of closed contracts between APS and CEFile and conduct contract closeout in CEFile to reconcile the differences prior to migration.
- **Documents beyond 7-Year Retention Period in Digital Library:** Identify and purge documents beyond 7 years from contract closed date before migration.

Appendix

Manual Mapping of APS Records to CEFile Documents

Some procurement documents are created in APS (e.g., solicitations, contracts, modifications, etc.); while, others (requirements package, RFTOPS, evaluation docs, etc.) are created outside of APS and maintained in CEFile. Below is a list of scenarios on how the APS records are mapped to CEFile:

- **Scenario 1: Solicitation > Pre-Award Documents > Contract > Post-Award Documents**
    a. New procurement requisition (Requisition Number) received in APS
    b. Requirements package received via email
    c. Solicitation (RFP Number) created in APS
    d. Proposals received via email and evaluation conducted manually
    e. RFP file created in CEFile with RFP Number entered manually
    f. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to pre-award folder in CEFile
    g. Contract (Contract Number) awarded in APS
    h. Contract Number (entered manually) linked to RFP Number in CEFile
    i. Contract documents uploaded to post-award folder in CEFile

- **Scenario 2: Solicitation > Contract > Pre-Award & Post-Award Documents** *(missing RFP Number)*
    a. New procurement requisition (Requisition Number) received in APS
    b. Requirements package received via email
    c. Solicitation (RFP Number) created in APS
    d. Proposals received via email and evaluation conducted manually
    e. Contract (Contract Number) awarded in APS
    f. Contract file created in CEFile with Contract Number entered manually
    Issue: RFP file not created; hence no RFP Number and missing link between RFP and Contract numbers
    g. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to pre-award folder in CEFile
    h. Contract documents uploaded to post-award folder in CEFile

- **Scenario 3: Solicitation > Pre-Award Documents > Contract > Post-Award Documents** *(two file structures for a single contract)*
    a. New procurement requisition (Requisition Number) received in APS
    b. Requirements package received via email
    c. Solicitation (RFP Number) created in APS
    d. Proposals received via email and evaluation conducted manually
    e. RFP file created in CEFile with RFP Number entered manually
    f. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to pre-award folder in CEFile
    g. Contract (Contract Number) awarded in APS
    h. Contract file created in CEFile with Contract Number entered manually
    Issue: A separate contract file is created instead of linking Contract Number to RFP Number; hence, there are two file structures for a single contract
        - *Pre-award and post-award documents are stored separately and/or it could be stored in both file structures*
        - *Missing link between RFP and Contract numbers*
    i. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to pre-award folder in CEFile
    j. Contract documents uploaded to post-award folder in CEFile

- **Scenario 4: BOA/BPA > Task Order** *(missing parent-child association to documents)*
    a. New procurement requisition (Requisition Number) for the BOA/BPA received in APS
    b. BOA/BPA requirements package received via email
    c. Solicitation (RFP Number) for the BOA/BPA created in APS
    d. BOA/BPA proposals received via email and evaluation conducted manually
    e. BOA/BPA RFP file created in CEFile with RFP Number entered manually
    f. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to pre-award folder in CEFile
    g. BOA/BPA Contract (BOA/BPA Number) awarded in APS
    h. BOA/BPA Number (entered manually) linked to RFP Number in CEFile
    i. BOA/BPA documents uploaded to post-award folder in CEFile
    j. Task Order requisition (unique Requisition Number; based on the description, COs identify the parent BOA/BPA, there is no automatic association) received in APS
    k. Task Order solicitation occurs manually
    l. Task Order (Task Order Number) is awarded directly from requisition to award in APS
    Issue: Since the Task Order solicitation is manual, there is no RFP Number

m. Task Order contract file created in CEFile with Task Order Number entered manually
Issue: Since this is a separate contract file, there is no association to parent BOA/BPA documents

n. Pre-solicitation (including requirements package), solicitation, and evaluation documents uploaded to Task Order pre-award folder in CEFile

o. Contracts documents uploaded to Task Order post-award folder in CEFile

Things to Consider

- **Legacy Decommissioning:** Determine when and how APS and CEFile systems will be decommissioned.
- **Historical Reports:** Determine how to preserve published reports from FDIC's external and internal sites.
- **Chairman's Quarterly Contractor Assessment Report (CQCAR):** Determine if CQCAR data can be integrated to the new solution.
  - Data from APS is integrated to Enterprise Data Warehouse (EDW) and then to CQCAR, were the point-in-time or trend data is kept for historic snapshot reporting.
  - Reports generated using data in CQCAR include award profile report, trending bar graphs, etc.
- **SAM.gov:** Determine if data migration is required for solicitations received via SAM.gov.
- **NFE Integration Jobs:** Determine which jobs should be run pre and/or post migration. Redirect all NFE integration jobs from APS to the new solution.

Security, Privacy, Authorization, and ConMon Requirements

The following requirements apply to the complete solution, which includes all components that will process, store, or transmit FDIC information that needs to be controlled and/or protected. This requirement has been rated "Low" for Security Requirements and Authorization Requirements.

1 Security Requirements

The Contractor shall ensure the following security and privacy requirements are implemented to protect FDIC information and information systems that create, collect, use, process, store, maintain, disseminate, disclose, or dispose of FDIC information. Security requirements are determined based on the security categorization or the required level of protection for the FDIC information collected, processed, stored, or transmitted by the solution. FDIC information is categorized in accordance with Federal Information Processing Standards (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems* potential impact levels.

As part of the solicitation submission, the Contractor shall provide a list of security and privacy controls, if any, where FDIC has full or partial responsibility for implementing the control, along with a brief description of the FDIC responsibility. As an example, if FDIC is expected to be involved in account management activities, the corresponding Contractor submission should include a statement similar to "AC-02: FDIC is responsible for regular access reviews of FDIC user permissions and roles within the solution, including timely deprovisioning of FDIC users that no longer require access."

Security Categorization	Security Requirements
Moderate	• Cloud services[1] shall be FedRAMP[2] authorized at the Moderate baseline or higher. • Non-Cloud solutions shall include, at a minimum, all (currently, approximately 288) security requirements / controls specified in the current version of National Institute of Standards and Technology Special Publication (NIST SP) 800-53 Moderate baseline[3]. • Both cloud and non-cloud solutions shall include the 32 controls and their enhancements within the Program Management control family as prescribed in NIST SP 800-53[4].
Low	• Cloud services[5] shall be FedRAMP[6] authorized at the Low baseline or higher. • Non-Cloud solutions shall include, at a minimum, all (currently, approximately 150) security requirements / controls specified in the current version of NIST SP 800-53 Low baseline[3].

2 Privacy Requirements

The Contractor shall include all 96 NIST SP 800-53 privacy baseline[7] requirements when the solution creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable

[1] As defined by NIST SP 800-145 and further clarified in NIST SP 500-322
[2] FedRAMP.gov
[3] NIST SP 800-53B, Control Baselines for Information Systems and Organizations
[4] Cybersecurity and Privacy Reference Tool | CSRC
[5] As defined by NIST SP 800-145 and further clarified in NIST SP 500-322
[6] FedRAMP.gov
[7] NIST SP 800-53B, Control Baselines for Information Systems and Organizations

information (PII). The NIST SP 800-53 and FedRAMP moderate and low baselines already include approximately half of the 96 privacy requirements.

3 Authorization Requirements

The Contractor shall not create, collect, use, process, store, maintain, disseminate, disclose, and dispose of FDIC information within the Information Technology (IT) solution without an Authorization to Operate (ATO) signed by the FDIC Authorizing Official (AO). The FDIC process for obtaining and maintaining ATO is in accordance with *NIST SP 800-37 Risk Management Framework for Information Systems and Organizations*. The contractor shall implement the security and privacy requirements / controls identified above and adhere to current FDIC policies, procedures, and guidance for the authorization process as defined below.

a. **Assessment Requirements.** Contractor shall have an assessor perform an assessment of all security and privacy requirements / controls at the applicable baseline, based on the FDIC's security categorization, as outlined in NIST SP 800-53A[8] *Assessing Security and Privacy Controls in Information Systems and Organizations* to determine the extent to which all the security and privacy requirements / controls identified above are implemented correctly, operating as intended, and producing the desired outcome.

   Assessment results shall not be over 12 months old.

   Assessment shall include all components that will process, store, or transmit FDIC information that needs to be controlled or protected.

b. **Assessment Level of Independence.** Assessment Level of Independence requirements are determined based on the security categorization or the required level of protection for the FDIC information processed, stored, or transmitted by the solution.

   The independent assessor requirement may be satisfied by: (1) an internal audit or assessment group that possesses the required skills and technical expertise to develop effective assessment plans and to conduct assessments, as appropriate. This group is separate and independent from the part of the organization that has responsibility for developing or maintaining the system; or (2) acquiring the services of an external (outside) third-party independent assessor.

Security Categorization	Level of Independence
Moderate	Cloud services[9] shall be assessed at a level of independence defined by the FedRAMP[10] program. Non-cloud solutions shall have an independent assessor perform an assessment that meets the assessment requirements above.
Low	Cloud services[11] shall be assessed at a level of independence defined by the FedRAMP[12] program. Non-cloud solutions may have an independent assessor perform the assessment, but a self-assessment that meets the assessment requirements above can be provided.

[8] NIST SP 800-53A Rev. 5, Assessing Security and Privacy Controls in Information Systems and Organizations
[9] As defined by NIST SP 800-145 and further clarified in NIST SP 500-322
[10] FedRAMP.gov
[11] As defined by NIST SP 800-145 and further clarified in NIST SP 500-322
[12] FedRAMP.gov

c. **Plans of Action and Milestones (POA&Ms)**. Should the independent assessment find deficiencies, the Contractor shall create a Plan of Action & Milestones (POA&M) to track and manage associated remediation activities to closure. In the case of unacceptable assessment results or if the Contractor does not remediate security and privacy requirement / control deficiencies in a timely manner, as established in the POA&Ms, FDIC may treat the failure as an event of default.

d. **Authorization Package Artifacts**. The Contractor, in accordance with applicable NIST SPs, shall provide authorization package documentation. The authorization package documentation consists of the following: System Security and Privacy Plan (SSPP), Security and Privacy Control Assessment (SPCA) Report also known as Security Assessment Report (SAR), Plan of Action and Milestones (POA&M), and supporting assessment evidence or other documentation, as required. The authorization package shall also include an Information Security and Privacy Continuous Monitoring Strategy, in accordance with OMB Circular A-130, NIST SP 800-37 and NIST SP 800-137, that includes assessing the security and privacy requirements / controls on an annual basis. Additional documents include Contingency Plan, Contingency Plan Test Results, Incident Response Plan, Incident Response Plan Test Results, Interconnection Security Agreement (ISA), and supporting assessment evidence or other documentation, as requested. The extent of the documentation required may depend on the Contractor's ability to leverage a Federal Government ATO or FedRAMP package to comply with FDIC requirements.

e. **Privacy Documentation**. As part of the authorization process, the Contractor may be required to support the FDIC in the completion of a Privacy Threshold Analysis (PTA). The creation, collection, use, processing, storage, maintenance, dissemination, disclosure, and disposal of PII triggers the requirement to complete a PTA. Upon review of the PTA, the FDIC Privacy Program determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the FDIC in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the FDIC about the creation, collection, use, processing, storage, maintenance, dissemination, disclosure, and disposal of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the FDIC's privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at www.fdic.gov/privacy.

f. **Authorization to Operate (ATO).** Upon completion of the independent assessment, the Contractor shall submit the authorization package documentation to the Oversight Manager for acceptance by the FDIC Authorizing Official (AO), or designee, at least 60 days prior to operationalizing. The FDIC is the final authority on the compliance of the authorization package and may limit the number of resubmissions of a modified package. The FDIC's issuance of the ATO does not alleviate the Contractor's responsibility to ensure the controls are implemented and operating effectively. The authorization package shall include the following:

Initial Authorization Deliverables (At Least 60 Days Prior to Operationalizing)
System Security and Privacy Plan (SSP)
Security and Privacy Control Assessment Report (SAR)
Plan of Action and Milestones (POA&Ms)
Information Security and Privacy Continuous Monitoring (ISCM) Strategy
Contingency Plan and Contingency Plan Test Results
Incident Response Plan and Incident Response Test Results
Supporting assessment evidence or other documentation, as requested
List of Security and Privacy Controls with FDIC responsibilities (if any – partial or full)

4 Continuous Monitoring (ConMon) Requirements

a. **Annual Assessment.** The Contractor shall conduct an annual assessment of the solution in alignment with their Information Security and Privacy Continuous Monitoring Strategy. The level of independence and the assessment requirements for the annual assessment are the same as those required for the initial authorization assessment. Annual assessment and evidence of security and privacy requirement / control effectiveness is part of the continuous monitoring activities of the FDIC. Annual security and privacy requirement / control assessment is correlated, analyzed, and reported to the FDIC via the Oversight Manager.

Assessment results shall not be over 12 months old.

Assessment shall include all components that will process, store, or transmit FDIC information that needs to be controlled or protected.

b. **Plans of Action and Milestones (POA&Ms)**. Should the independent assessment find deficiencies, the Contractor shall create or update the Plan of Action & Milestones (POA&M) to track and manage associated remediation activities to closure. In the case of unacceptable assessment results or if the Contractor does not remediate security and privacy requirement / control deficiencies in a timely manner, as established in the POA&M, FDIC may treat the failure as an event of default.

c. **Contingency Plan / Incident Response Testing & Authorization Package Documentation**. The Contractor shall conduct Contingency Plan and Incident Response Testing on an annual basis and provide the test results to the FDIC. In addition, the Contractor shall keep the authorization package updated and provide the latest authorization package to the Oversight Manager within 45 days of completing the annual assessment.

ConMon Deliverables (Within 45 Days of Completing the Annual Assessment)
System Security and Privacy Plan (SSP)
Security and Privacy Control Assessment Report (SAR)
Plan of Action and Milestones (POA&Ms)
Information Security and Privacy Continuous Monitoring (ISCM) Strategy
Contingency Plan and Contingency Plan Test Results
Incident Response Plan and Incident Response Test Results
Supporting assessment evidence or other documentation, as requested
List of Security and Privacy Controls with FDIC responsibilities (if any – partial or full)

SOO Appendix E - AS-NG Service Level Agreements (SLAs)

1. Introduction

This attachment details the service levels expected when performing work under the AS-NG contract. Service level metrics are defined as measures of activities or actions that are collected and analyzed to evaluate performance. The Contractor must meet the desired Service Level Agreements (SLAs) and Key Performance Indicators (KPIs) as described below.

2. Definitions

Term	Definition
Business Hours	6:30 AM to 10:00 PM (Eastern Time), Monday to Friday (except Federal holidays).
Defect	An error, mistake, flaw, failure or fault within a solution or its technical environment that causes the solution to produce an incorrect or unexpected result, that causes behavior to deviate from stated or expected requirements, or that causes the solution to behave in unintended ways.
Critical/High/Moderate Security Finding	As defined by the National Institute of Standards and Technology (NIST).
Incident	An unplanned interruption to an IT Service or a reduction in the quality of an IT Service, also known as degradation. Failure of a configuration item that has not yet impacted Service and problems with Production data are also Incidents.
Monthly Charges	Total invoice amount for Services rendered during the calendar month or end of sprints completion in the calendar month in the in which the Service Level Default occurred.
Recovery Time Objective (RTO)	In the event of an FDIC-declared disaster (to include disaster testing), the maximum amount of time that each solution/product can be out of service before it experiences material, adverse impact, as determined by FDIC. The solution will not be considered “in service” until all external and internal dependencies, including data, solution, and infrastructure have been recovered.
Severity Level 1 (Severe)	Any Incident that renders the entire application unusable.
Severity Level 2 (Major)	Any Incident that has significant business impact for which no acceptable workaround exists. A significant business impact occurs when 2 or more application users are unable to conduct business in a normal manner.
Severity Level 3 (Minor)	Any Incident that meets one of the following criteria: a) has a significant business impact for which an acceptable workaround exists, or b) Renders application functionality unusable without causing significant business impact.
Severity Level 4 (Cosmetic)	Any Incident that does not compromise application functionality.

3. Key Performance Indicators (KPIs)

KPIs are Service Level metrics with automatic financial impacts to the Contractor for failure to meet the acceptable quality level. The table below lists all KPIs that are applicable to this contract. Details for each KPI follow this table.

Key Performance Indicators	
Service Level Title	**Description**
K1: Release Timeliness	This metric measures whether releases are deployed into Production in accordance with the approved schedule.
K2: Onboarding Time	This metric measures how quickly open positions are filled.
K3: User Acceptance Test Defects	This metric measures the number of Defects (Severity 1 & 2) identified during user acceptance testing that end up in a production environment.
K4: Rollout Defects	This metric measures the number of Defects (Severity 1, 2, 3, or 4) identified after a Production release
K5: Solution Availability	This metric measures the availability of the solution that excludes planned downtime and unplanned service outages.
K6: Security Findings	This metric measures the rate of Moderate and High security findings in the System
K7: Incident Resolution	This metric measures the percent of Incidents resolved within an acceptable timeframe.
K8: System Recovery Time ME/MC	This metric measures the contractor's ability to meet the Recovery Time Objective (RTO) for ME/MC applications.

K1: Release Timeliness	
Measurement Notes	Measurement Frequency
Measures the timeliness of releases into Production based on the approved schedule. • This metric applies to both Minimum Viable Product (MVP), minor, and major releases	Measured and reported monthly for previous month.
Metric Calculation	
(Releases Completed on Time During the Month) / (Releases Scheduled for the Month)	
Standard	Credit Owed
<100%	15% of Monthly Charges

K2: Onboarding Time	
Measurement Notes	Measurement Frequency
This metric measures the percent of contract positions filled within an acceptable timeframe. For the purposes of this metric: • The Position count includes Positions filled in the reporting quarter or those left open for more than 120 Calendar Days · A position is considered open when the FDIC first formally communicates the needed position to the Contractor · A position is considered filled when the Contractor resource has been granted a preliminary clearance and has started work on the contract · The standard shall be measured and met for each Position individually · Days are Calendar Days	Measure and reported quarterly for the previous quarter. Credit owed per quarter, however, deduction will be cumulative from the months of the previous quarter)
Metric Calculation	
(Date on which FDIC Communicates Open Position to Contractor) - (Date on which Position is Filled by Contractor)	
Standard	Credit Owed
>60 Days and ≤90 Days	2% of Monthly Charges
>90 Days and ≤120 Days	5% of Monthly Charges
>120 days	7% of Monthly Charges

K3: User Acceptance Testing Defects	
Measurement Notes	Measurement Frequency
Measures the number of UAT Defects (Severity 1 and 2) that get promoted to Production • The defects in this metric are application level and related defects. • This metric will not include network or other platform related defects. • There will be a defect review process that assesses the Severity assigned • Confirmed defects will be provided by the O&M team and captured in the product backlog.	Measured following UAT and reported monthly for previous month.
Metric Calculation	
Sum of Severity 1 & 2 defects identified during UAT	
Standard	Credit Owed
Any Sev1 or Sev2 defects not fixed in UAT that get promoted to Production	5% of Monthly Charges

K4: Rollout Defects	
Measurement Notes	Measurement Frequency
Measures the number of Severity 1, 2, 3 or 4 Defects found following Production implementation.	Measure and reported the month after a Production release
Metric Calculation	
Sum of Severity 1, 2, 3 or 4 Defects identified following Production implementation	
Defect Count	Credit Owed
2 or more Severity 1 Defect(s)	10% of Monthly Charges
3 or more Severity 2 Defect(s)	6% of Monthly Charges
4 or more Severity 3 Defect(s)	4% of Monthly Charges
6 or more Severity 4 Defect(s)	2% of Monthly Charges

K5: Solution Availability	
Measurement Notes	Measurement Frequency
Measures the percentage of Solution Availability The solution is deemed available when the following conditions are met: • The application/tool is up and fully functional in Production, and users are able to work within the application as designed and intended. There are no open Severity 1 or 2 incidents for the application/tool.	Measured and reported monthly for previous month.

For purposes of this performance metric, downtime starts at the time the ticket was assigned to Contractor and ends at the time the ticket was resolved by Contractor, according to the Incident Management System. For purposes of this performance metric, the downtime excludes approved unscheduled downtime by FDIC, scheduled / planned maintenance, and deployments.	

Metric Calculation	
(Total Business Hours of Actual Application Availability) / ((Total Business Hours of Possible Application Availability) – (Total Approved Downtime Hours))	
Availability	Credit Owed
<99.5% and ≥98%	1% of Monthly Charges
<98% and ≥95%	5% of Monthly Charges
<95%	10% of Monthly Charges

K6: Security Findings	
Measurement Notes	Measurement Frequency
This metric measures the rate of Critical, High, and Moderate Security (POA&M) Findings identified in an application/tool. For purposes of this performance metric, Security Findings are not included in the count if they are: ▫ Outside of the Production environment • Those that result from circumstances that could not have been known prior to releasing the Software into Production (such as newly discovered and exploited weaknesses in an underlying technology) • Defects for which the FDIC has executed a formal Acceptance of Risk (AOR) • Defects which have been confirmed by the FDIC PM as fixed but which have not yet been reevaluated by Security and formally closed • Findings directly attributable to the hardware or physical host environment for the Application or configurations thereof which are beyond the control of the Contractor For the purposes of the performance metric, All POA&M data is captured and contained within JCAM. Data may also be provided from AOR memos	Measured and reported monthly for previous month.

Metric Calculation	
Sum of security findings identified in the applications in the previous month	
Standard	Credit Owed

1 or more Moderate Finding(s)	Must be remediated within 90 days following identification. If not, 3% of Monthly Charges.

1 or more Critical or High Finding(s)	Must be remediated within 30 days of the POA&M Report Distribution Date. If not, 5% of Monthly Charges

K7: Incident Resolution

Measurement Notes	Measurement Frequency
Measures the percent of Incidents resolved within an acceptable timeframe ▫ For purposes of this performance metric, the Incident count includes Incidents resolved in the reporting month ▫ For purposes of this performance metric, Incidents are considered resolved when Service is restored in Production ▫ Timeframes clock starts at the time the Incident was assigned to Contractor and stops at the time the Incident was resolved by Contractor as captured systematically in an Incident Management System for the oldest ticket related to the Incident	Measured and reported monthly for the previous month.

Severity Level	Resolution Time Standard
1: Severe	6 clock hours
2: Major	48 clock hours
3: Minor	10 Business Days
4: Cosmetic	30 Business Days

Metric Calculation	
(Number of Incidents Resolved within the Resolution Time Standard in the Previous Month) / (Number of Incidents Resolved in the Previous Month)	
Incidents Within Resolution Time Standard	Credit Owed
<100%	2% of Monthly Charges

K8: System Recovery Time (RTO)

Measurement Notes	Measurement Frequency
Measures Contractor's ability to meet the system's Recovery Time Objective (RTO) ▫ See Section 2 of this Agreement for the RTO definition ▫ Mission Essential systems RTO is 12 clock hours	Measured and reported monthly for the previous month

X Mission Critical systems RTO is 72 clock hours For the purposes of this performance metric, disaster recovery testing is also included	
Metric Calculation	
(Number of Times Contractor Achieved RTO in the Previous Month) / (Number of ME/MC outages in the Previous Month)	
Standard	Credit Owed
<90%	2% of Monthly Charges

4. Operational Performance Indicators (OPIs)

OPIs are Service Level metrics without automatic financial impacts to the Contractor for failure to meet the acceptable quality level. See the table below for the one OPI on this contract.

O1: Sprint / Team Velocity	
Measurement Notes	Measurement Frequency
This metric measures the variance between a sprint planned velocity and actual velocity that provides an indicator of the effectiveness of sprint planning and delivery of product. The process steps are: 1. Use Story Points to add up the total amount of estimated work for each Sprint. 2. On the day after the last day of the sprint, record the number of story points committed to the story points completed. 3. Calculate the percentage variance per sprint to allow average velocity of the project / release to be calculated. 4. Use average velocity to help identify and plan team performance and target project completion / release dates.	Measured after completion of each sprint. Reported monthly for previous month.
Metric Calculation	
Percent variance is evaluated at the end of each sprint by: (number of sprint story points estimated – number of story points completed) / (number of sprint story points estimated)	
Acceptable Variance	
<30%	

5. Monthly Service Level Performance Reports

Contractor shall track its performance with respect to each KPI and OPI every month and provide the results to FDIC in a monthly Service Level Performance Report, the format and structure of which will be as mutually agreed by FDIC and Contractor. Contractor shall deliver the Service Level Performance Report to FDIC by the 15th calendar day following the close of each month, documenting Contractor's performance during the previous month.

The Service Level Performance Report will identify and describe each Service Level Default, indicating the amount of the corresponding Service Level Credit FDIC is entitled to receive in accordance with the Agreement.

5. Service Level Credits

In the event a Service Level Credit is owed by the Contractor, the credit shall be applied to the next month's invoice. The Service Level Credits are listed in the KPI tables above as percentages of Contractor's Monthly
Charges (total invoice amount for Services rendered during the calendar month in which the Service Level
Default occurred).

If multiple Service Levels are not met in a given month, the maximum amount of Service Level Credits owed by the Contractor cannot exceed 50% of Contractor's Monthly Charges. If a Service Level Default occurs in three (3) consecutive months, the agreement can be terminated without penalty. The service provider shall refund any pre-paid fees, pro-rated for the remainder of the term.

A Service Level Default will be excused if (and then only to the extent that):

- The Default is excused pursuant to Excusable Delays provisions
- The Default is caused by FDIC failure to perform FDIC responsibilities
- The Default is caused by a Third-Party Contractor failure to perform its responsibilities

If Contractor wishes to avail itself of one of the exemptions above, then Contractor shall so state in the monthly Service Level Performance Report. Whether or not an exemption is approved is the discretion of the FDIC Oversight Manager and Contracting Officer. In the monthly Service Level Performance Report where an exemption is requested, Contractor shall also indicate the following:

- Which Service Level(s) is(are) affected by the exemptions(s) and the calculation of the affected Service Level value(s), both with and without taking into account the effect of the excuse(s) concerned
- All of the circumstances that give rise to the exemption, in sufficient detail to permit FDIC to evaluate whether Contractor's claim of exemption is valid

Contractor shall at all times bear both the burden of production of evidence and the burden of proof as to the existence of an exemption and the applicability of the exemption to the Service Level Default at issue.

Service Level Credits will not be construed as a penalty or as liquidated damages for a Service Level Default and, accordingly, they will not be deemed to constitute FDIC remedy, exclusive or otherwise, for any damages caused by a Service Level Default. Service Level Credits will be in addition to any other monetary and nonmonetary remedies available to FDIC under the Agreement, at law, or in equity with respect to a Service Level Default or the events that result in a Service Level Default.

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SOO Appendix F - Non-Functional Requirements

ID	Requirements Type	Description	O&M/Enhancements	New Initiative
ARR-2	Availability, Reliability, Recoverability	Systems shall be available to all users at all times except during scheduled downtimes.	Y	Y
ARR-3	Availability, Reliability, Recoverability	Systems shall provide a total system uptime percentage for the end user based on the FDIC's defined "Acceptable Quality Levels", except during scheduled maintenance.	Y	Y
ARR-5	Availability, Reliability, Recoverability	Systems shall provide end-to-end visibility of its availability and performance so it can be measured against pre-defined service level targets.	Y	Y
ARR-6	Availability, Reliability, Recoverability	Systems shall be implemented and maintained for continued availability and performance, with recoverability, geographic redundancy, and maintainability incorporated at the time of design.	Y	Y
ARR-7	Availability, Reliability, Recoverability	Systems shall provide an interface to allow for data protection (backups) aligned with the FDIC's backup requirements.	Y	Y
ARR-15	Availability, Reliability, Recoverability	Systems with client-side components shall been built to handle unreliable network connections.		Y
ARR-16	Availability, Reliability, Recoverability	Systems shall be designed so that runtime upgrades such as security patches and application upgrades can be performed without making the system unavailable to the user when ever possible.	Y	Y
ARR-17	Availability, Reliability, Recoverability	Systems shall be recoverable and automatically rebuilt/re-deployed.	Y	Y
ARR-18	Availability, Reliability, Recoverability	Systems shall be built for component failure and have the ability to remain operational over time.	Y	Y
ARR-19	Availability, Reliability, Recoverability	Systems with server based components shall automatically detect failures and use load balancers to move connections onto surviving servers.	Y	Y
ARR-20	Availability, Reliability, Recoverability	Systems with server based components shall use asynchronous queuing so that requests can be stored when the system is unavailable and replayed when it is online.		Y
CMP-1	Compliance	Systems shall support software versions no older than two versions behind the latest publicly available production (non-beta) release of the software.	Y	Y
CMP-4	Compliance	Systems shall generate audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.	Y	Y
CMP-6	Compliance	Systems shall support FDIC's log and security data management/audit capability that utilizes FDIC's centralized log management infrastructure.	Y	Y

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CMP-7	Compliance	Systems shall provide audit record generation capability for defined auditable events.	Y	Y
CMP-8	Compliance	Systems shall track all changes to roles and permissions.	Y	Y
CMP-9	Compliance	Systems shall track all activity related events. The following but not limited to, to the following events: - Systems access events - Document events - Meta-data events - Systems configuration setting events - Group management events - Workflow events - Record create/update/delete events	Y	Y
CMP-10	Compliance	Systems shall enable all auditable data to be available for a configurable amount of time.	Y	Y
CMP-11	Compliance	Systems shall provide the capability or integrate with an external capability to track information in audit records for audit events (e.g. event type, source, or subject).	Y	Y
CMP-12	Compliance	Systems shall process or integrate with an external capability to audit records of interest, automatically based upon selectable event criteria. Mandatory for systems that manage FDIC records	Y	Y
CMP-13	Compliance	Systems shall provide the capability or integrate with an external capability to filter audit records.	Y	Y
CMP-14	Compliance	Systems shall notify or integrate with an external capability to notify appropriate organization officials in the event of an audit failure of interest.	Y	Y
CMP-32	Compliance	Systems shall provide a system use warning screen(s) that makes it clear to the user that the system contains Controlled Unclassified Information (CUI) for which the user is responsible to safeguard in accordance with FAR Title 32 CFR 2002 and agency policy, a description of authorized uses, privacy accommodations and notifications.	Y	Y
CMP-42	Compliance	Systems shall pass quality gates as determined by the FDIC's code quality standards and static analysis capabilities / frameworks.	Y	Y
DAT-2	Data	Systems shall leverage enterprise data from existing applications through defined and supported interfaces.	Y	Y
DAT-11	Data	FDIC systems shall serve as a source of trusted and contextual information that can be used to support business functions and decision-making. They shall be capable of serving as instruments of accountability by providing accurate and reliable evidence of actions and transactions.	Y	Y
DAT-21	Data	Systems shall maintain the association between underlying structured data and external unstructured data.	Y	Y

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DAT-22	Data	System shall provide the capability to automatically keep indexes optimized used in search operations.	Y	Y
DM-3	Data Migration	Systems shall provide the capability to import and export documents and data via secure channels and/or standard protocols.	Y	Y
DM-6	Data Migration	Systems shall interface with FDIC tools to exchange data and documents to/from institutions and third parties.	Y	Y
INT-15	Interoperability	Systems shall support API versioning.	Y	Y
INT-16	Interoperability	Systems shall support API monitoring.	Y	Y
INT-17	Interoperability	Systems shall support API usage analytics.	Y	Y
INT-18	Interoperability	Systems shall ensure uniformity in multiple API implementations and versions.	Y	Y
INT-19	Interoperability	Systems shall support publishing APIs for internal and external customers.	Y	Y
INT-27	Interoperability	Systems shall interface with MS Office 365 for the purposes of email notifications.	Y	Y
INT-33	Interoperability	Systems shall leverage JavaScript Object Notation (JSON) or Extensible Markup Language (XML) for representation of data and corresponding schema definition for validation of data structure.	Y	Y
MNT-2	Maintainability	Systems shall consist of re-usable, loosely coupled modular components.	Y	Y
MNT-3	Maintainability	Systems shall support configurable business logic that can be managed by authorized users without programming (in areas where business logic changes regularly e.g. quarterly, yearly, etc.).	Y	Y
MNT-29	Maintainability	Systems shall create Unit tests for all developed components.	Y	Y
MNT-30	Maintainability	Systems shall perform automated unit and integration testing for all components within the build pipeline.	Y	Y
MNT-33	Maintainability	Systems with presentation layer (client vs server side) validations shall perform validation routines with minimal server communication.	Y	Y
MNT-34	Maintainability	Systems shall perform business level validations at the business layer.	Y	Y
PRF-1	Performance	Systems shall provide the capability to monitor system performance. Provide the capability to monitor system performance for the following: - application start up times - load times - user response times - job/workflow execution times - report execution times - peak usage times - user volume	Y	Y
PRF-2	Performance	Systems shall support horizontal and vertical scalability to support future increases in user and data loads.		Y
PRF-3	Performance	Systems shall track performance and usage of all features (screens/modules/components/reporting) implemented.		Y

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PRF-4	Performance	Systems shall measure the end-to-end/roundtrip performance at the application level from the user's perspective.		Y
PRF-5	Performance	Systems shall track each point in time that a request/response hits each layer of the application/platform.		Y
PRF-6	Performance	Systems shall provide the capability to report trends in performance metrics.		Y
PRF-7	Performance	Systems shall support asynchronous loading of webpages when displaying a large amount of data on a page.	Y	Y
PRF-8	Performance	Systems shall finish rendering/displaying a screen after navigation to a new page within 2 seconds on networks with 25ms or less of latency, increasing proportionaly as network latency increases.	Y	Y
PRF-10	Performance	Systems shall be designed to support documented Key Performance Indicators (KPI) with appropriate Service Level Agreement (SLA).	Y	Y
PRF-11	Performance	Systems shall produce predictable outcomes under predefined usage scenarios.		Y
PRF-13	Performance	Systems shall use a data paging strategy when querying for information and uses a default page size that is appropriate for the amount of data displayed. User should have the ability to change the default page size, but is constrained to a maximum value that will not impact performance.		Y
SCL-1	Scalability	Systems shall be designed to automatically scale (i.e. up and down) to accommodate the user load.		Y
SCL-2	Scalability	Systems shall be able to begin accepting requests within 15 seconds during cold start situations.		Y
SCL-3	Scalability	Systems shall the ability to operate in a shared environment so that resources can be allocated on demand.		Y
SEC-3	Security	Systems shall adhere to the guidance provided by the hosting platform team regarding computer security log management.		Y
SEC-9	Security	Systems shall terminate an application session at the end of the session or after a predetermined amount of inactivity. Systems may preserve session state and should be compliant with FDIC policy. The FDIC's current time out threshold is 15 minutes	Y	Y
SEC-10	Security	Systems shall provide users with their previous session state once the user reestablishes access using established identification and authentication procedures through integration with FDIC's Cloud Security Stack or On-Premise Security.	Y	Y
SEC-21	Security	Systems shall restrict access to records containing PII through the application of the effectively implemented access controls, ensuring the least level of access required of the least individuals.	Y	Y
SEC-22	Security	Systems shall mask data fields containing PII based upon user access control.	Y	Y
SEC-24	Security	Systems shall automate any security control implementations, wherever practicable.	Y	Y

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SEC-31	Security	Systems shall close sessions after a pre-specifed amount of inactivity. Specific value should be a policy setting Inactivity limit: 15 minutes	Y	Y
SFW-2	Software	Systems shall have positive tests that exercises the system to verify the system is operating as intended.	Y	Y
SFW-3	Software	Systems shall have negative tests that exercises the system, intentionally misusing the system to verify robustness and appropriate exception handling.	Y	Y
SFW-4	Software	Systems shall be stress tested to its limits to identify issues with resource allocations, timing, and threading.	Y	Y
SFW-5	Software	Systems shall leverage Fault injection to expose error handling issues.	Y	Y
SFW-10	Software	Systems with server based components that cannot be containerized shall be installed onto multiple servers that are configured to share the workload for a targetted platform.		Y
SUP-2	Supportability	Systems shall leverage development environment(s) to build and test software releases.	Y	Y
SUP-3	Supportability	Systems shall leverage test environment(s) for various types of testing.	Y	Y
SUP-4	Supportability	Systems shall leverage staging/integration environment(s) for various types of testing and integration.	Y	Y
SUP-5	Supportability	Systems shall leverage Pre-Production / QA / Dev environment(s) that mimics the production environment.	Y	Y
SUP-17	Supportability	Systems shall support traffic monitoring and usage analytics information about API traffic.	Y	Y
SUP-18	Supportability	Systems shall record audit information (e.g. user and timestamp) for events associated with state changes within a system	Y	Y
SUP-19	Supportability	Systems shall generate and provide logs for all data related issues.	Y	Y
SUP-20	Supportability	Systems shall automate continuous monitoring and detection of anomalous behavior, or indicators of compromise, where possible and appropriate.	Y	Y
SUP-21	Supportability	Systems shall provide sufficient and useful instrumentation (e.g. APIs, CLI, etc.) and expose it for use in monitoring systems.	Y	Y
SUP-22	Supportability	Systems shall capture and report sufficient information about errors, events, and state changes to enable monitoring, debugging and management.	Y	Y
SUP-25	Supportability	Systems shall provide the ability to log exception information and hide sensitive information by replacing the original exception with another exception that masks the sensitive information.	Y	Y
SUP-26	Supportability	Systems shall support the use of externalized log shipping components.	Y	Y
SUP-27	Supportability	Systems shall capture (log) all system critical events so that a support team can trace the application flow through components during execution and quickly identify the cause of production problems.	Y	Y
SUP-28	Supportability	Systems shall provide the capability to log at different levels of detail.	Y	Y

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SUP-29	Supportability	Systems shall be configurable at runtime so that log levels can be changed to obtain different levels of information to aid in troubleshooting.	Y	Y
SUP-33	Supportability	Systems shall provide real time instrumentation of the system health and performance using performance counters, events, and other information so that system administrators can effectively manage the solution.	Y	Y
USB-4	Usability	Systems shall display notifications until users acknowledge the usage conditions.	Y	Y
USB-10	Usability	Systems shall provide the capability to perform data integrity checks and business rules validation.	Y	Y
USB-11	Usability	Systems shall restrict the data entered in fields based on allowable values and valid value formats (e.g. Date, Phone Number).	Y	Y
USB-12	Usability	Systems shall provide the capability to display dynamic forms (e.g. forms based on user input, workflow forms, etc.) to users.	Y	Y
USB-13	Usability	Systems shall provide the capability to print application pages and have all content readable in print format.	Y	Y
USB-14	Usability	Systems shall provide the capability to hyperlink and navigate (deep link) to any internal area (e.g. page, section) in the system from an external hyperlink.	Y	Y
USB-15	Usability	Systems shall provide the capability to hyperlink and navigate to any external website.	Y	Y
USB-16	Usability	Systems shall provide the capability to access context specific help and resources.	Y	Y
USB-17	Usability	Systems shall provide the capability to mouse-over context- specific help.	Y	Y
USB-18	Usability	Systems shall provide the capability to access a section or regulation within a reference link relating to the specific topic.	Y	Y
USB-19	Usability	Systems shall provide the capability to mask information to a user based on data sensitivity (e.g. PII) and user role.	Y	Y
USB-20	Usability	Systems shall provide the capability to apply filters to columns in a data table.	Y	Y
USB-21	Usability	Systems shall provide the capability to sort columns in a data table.	Y	Y
USB-22	Usability	Systems shall provide the capability to export data from a data table.	Y	Y
USB-23	Usability	Systems shall allow users to copy and paste text from and into data entry fields that allow text (where its not in conflict with a security constraint).	Y	Y
USB-24	Usability	Systems shall provide rich text capabilities within the system.	Y	Y
USB-25	Usability	Systems shall comply with FDIC Style Sheet to ensure standard color, typography, symbol and seal use, and other visual elements for all templates (when not limited by COTS product functionality).	Y	Y
USB-26	Usability	Systems shall utilize templates for generated letters and other documents.	Y	Y
USB-27	Usability	Systems shall automatically populate information within a template using pre-defined data fields.	Y	Y
USB-28	Usability	Systems shall provide the capability to preview completed forms and letters online in real time.	Y	Y

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USB-29	Usability	Systems shall provide the capability to electronically sign forms and letters using approved FDIC document signature capabilities (e.g., DocuSign).	Y	Y
USB-30	Usability	Systems shall provide a consistent header and footer for each output types (e.g. type or report, print).	Y	Y
USB-31	Usability	Systems shall provide the capability to send notifications to all or a subset of users.	Y	Y
USB-32	Usability	Systems shall provide access to information to end users with an indistinguishable user experience. (e.g. user is unable to determine what information they do not have	Y	Y
USB-33	Usability	Systems shall provide the capability to preview a report before the output is	Y	Y
USB-34	Usability	Systems shall support multiple types of searches including but not limited to: - Wildcard search - Exact match search - "IntelliSense" searches (where potential misspellings are corrected)	Y	Y
USB-35	Usability	Systems shall support the exclusion of keywords in searches.	Y	Y
USB-36	Usability	Systems shall support searches on multiple word “phases" (i.e., past, present and future tenses).	Y	Y
USB-37	Usability	Systems shall support the inclusion or exclusion of conjunction words in a search.	Y	Y
USB-38	Usability	Systems shall support searches using proximity operators.	Y	Y
USB-39	Usability	Systems shall support search conditions including but not limited to: - Boolean - Greater/less than	Y	Y
USB-41	Usability	Systems shall incorporate workflows where appropriate to simplify multistep operations between users with different roles.	Y	Y
USB-43	Usability	Systems shall improve visibility into business operations and enable the user to identify which activity or process step must be completed so that user does not have to remember.	Y	Y

SOO Appendix G - AS-NG Operations & Maintenance (O&M) Requirements

1. Introduction

This attachment details the operations and maintenance (O&M) requirements expected when performing work under the AS-NG contract after the product has been delivered into production and entered the sustainment phase. O&M refers to the responsibilities and activities associated with operating, supporting, updating, and maintaining the AS NG solution to ensure reliable performance, security, ongoing enhancements, and continuous availability. The Contractor must meet the desired O&M requirements as described below.

2. O&M Requirements

Focus Area	Requirement Description
Security	• Adhere to FDIC security policies and procedures, protect FDIC data and Applications from unauthorized personnel, and provide appropriate safeguards against unauthorized intrusion as outlined in Appendix D – System Security Assessment and Authorization Requirements and the Security Plan established after project award. • Establish and maintain proactive security practices that enable the ability to respond to cyber-attacks and emerging security threats. • Use FDIC approved Application Security (AppSec) toolchains where appropriate to address known security vulnerabilities and proactively improve the Information Technology (IT) security posture of the solution. The AppSec toolchains include: o Static Application Security Testing (SAST) Tools o Software Composition Analysis (SCA) Tools o Dynamic Application Security Testing (DAST) Tools • Implement and maintain secure coding best practices updates and adhere to FDIC Secure Baseline Configuration Guidelines. • Support annual Security and Privacy Control Assessments (SCA) and other ongoing security activities to maintain the application ATO, per FDIC guidelines. • Provide timelines for completion of security Plan of Action and Milestones (POA&M)s.
Product Management	• Coordinate with the Product Owner and CIOO Project Manager to provide communication on any scheduled and unscheduled solution deployment windows and/or down time. • Track, maintain, and apply FDIC solution customizations and configurations when Appian Platform upgrades and GAMS product updates are applied. • Conduct Health Checks to provide insights into application design patterns and performance risks within the AS NG environment. • Maintain solution availability in accordance with defined service levels (Service Levels can be found in Appendix E). • Handle basic administrative functions including solution access

	maintenance, end-user access provisioning and de-provisioning, operational reports and dashboards, and other routine tasks. • Triage, assign and resolve solution issues and user support requests in accordance with defined service levels. • Log and monitor incident/user support tickets using ServiceNow capabilities implemented in the FDIC environment. • Conduct bug fixes, small enhancements, and testing in the appropriate environments in accordance with the established change control and governance processes.

Release and Configuration Management	• Adhere to standard agile and DevSecOps principles and best practices for incremental development and continuous security improvements.
	  o Collaborate with the Product Owner and CIOO Project Manager to deliver distinguishable business value iteratively at each deployment, so that users receive hands-on new functionality early and often.
	  o Provide leadership in the everyday management of the project including the following: defining the sprint/release/program scope, backlog refinement, allocating resources, setting deadlines, forecasting releases, risk management, and performing tests and maintenance.
	• Coordinate with FDIC iBPMS platform team to align on release management processes, ensuring AS NG application is successfully maintained on the shared platform.
	• Comply with FDIC Directive 1320.04 for Software Configuration Management to perform Release Management support functions, including:
	  o Develop Application release plans for the O&M phase, including schedules, dependencies, test plans, impact analysis, and risk analysis, for review and approval by FDIC.
	  o The O&M release plans shall forecast the capabilities envisioned for each production release and the anticipated date of the release. Orchestrate and actively communicate with the Product Owner, CIOO Project Manager, and established governance body.
	  o Perform application modification and support acceptance testing as needed to maintain the degree of currency defined by FDIC.
	  o Complete pre-deployment and post-deployment tasks defined in the overall FDIC Release Management process.
	  o Support FDIC process for priority setting, planning, and scheduling of releases.
	  o Monitor the release schedule as required by the Release Management process.
	  o Work with the Product Owner and CIOO Project Manager to define/refine and implement the Concept of Operations process

	and procedures for the new AS NG releases. • Determine and manage any dependencies and prerequisites within the release (e.g., infrastructure, integration, etc.).
Risk Management	• At FDIC's request, the Contractor shall develop, implement, and communicate a comprehensive FDIC-approved risk management plan that details how the Contractor shall identify, assess, respond to, monitor, and report risks. Within the plan, the Contractor shall document minimum risk categories including, risk severity, probability of occurrence, owner, mitigation plan and schedule dates. • Risk management activities, including assessment, response and mitigation, shall be conducted in accordance with the FDIC-approved risk management plan.
Testing	• Implement, to the extent practical, automated testing to test user stories and for ongoing regression testing to ensure functionality and quality of the digital solutions delivered. • Unit test code to determine if individual components of the solution are working as designed. • Develop test cases and scripts to meet user story acceptance criteria throughout the development process. Test cases shall include edge cases. • Create an AS NG test data management plan and collaborate with the Chief Data Officer (CDO) to support the creation and usage of test data in accordance with CIOO policy and test data management tools. • Support user acceptance tests conducted by business users. plan and facilitate user acceptance testing (UAT) for identified stakeholders at key stages of the development process. This shall include key reporting metrics on UAT outcomes. • Integrate performance/stress testing in the Agile development lifecycle and work collaboratively with FDIC to identify potential performance issues prior to release to production. • Utilize the Department of Homeland Security's (DHS) Section 508 Compliance Testing Processes as guidance to be Section 508 compliant and shall conduct accessibility testing and provide remediation's to any 508 related defects in accordance with the backlog prioritization. Work with the FDIC's Section 508 team as needed for Section 508 compliance review and remediation.
Coordination	• Coordinate, work cooperatively with, and establish clear and published communication points with FDIC intersecting organizations, FDIC management, client division/offices, other platform/development teams, and Third-Party Contractors, as required, to provide Services.
Emergency Services	• As required, provide all necessary Services when responding to requests for Emergency support.
Audit and Ad Hoc Reporting Support	• Support scheduled audits by providing authorized FDIC staff the following information when requested: [Note: Information in the first four bullets require real-time reporting ability for FDIC system

	administrators. FDIC system administrators need to be able to download and view at any time and not require a request to the contractor to obtain this information.] o A report of all users who have been assigned access to the system, and their user role, in a format that shows the user's full name and network ID, to allow for ease of sending emails to users assigned to specific user access groups. o A master list of all user roles and the access rights/permissions each user role is granted. o All user access attempts (successful and failed) to the system, including dates. o Account provisioning/de-provisioning and privilege escalation events. o Modification of solution security settings or sensitive information as defined by the information system to include specific criteria for transaction access and manipulation types (Create, Read, Update, Delete, (CRUD)) and deemed a risk to the mission/business function of the information system. o Modifications, deletes, or purging of any audit records or audit log file settings. o Direct user access to business data assessed as a mission/business risk and not facilitated by the solution. o Execution of all privileged functions deemed a risk to the mission/business function of the information system.

Acquisition System – Next Generation (AS-NG) Demo Scenarios

Purpose

The purpose of this document is to list demo scenarios for acquisition activities starting from requirements development to contract closeout, along with other items that require demonstration.

Acronyms and Abbreviations

- BOA – Basic Ordering Agreement
- CO – Contracting Officer
- CPE – Contractor Performance Evaluation
- CW – Contract Writing
- OM – Oversight Manager
- RFP – Request for Proposal
- RFTOP – Request for Task Oder Proposal
- TM – Technical Monitor
- TO – Task Order

Scenarios

Pre-Solicitation Scenarios

1. Show workload management and forecasting
2. Collaborate on Requirements Package and submit complete package to CO.
3. Create Requisition
4. Create Contract Milestone Schedule
5. Create Source List

Solicitation Scenarios

6. Create and Issue RFP Solicitation
7. Create Solicitation File
8. Create and Issue RFTOP Solicitation
9. Reassign Solicitation
10. Cancel Solicitation
11. Create and Issue RFP Amendment

Award Scenarios

12. Create, Sign, and Execute BOA Award
13. Create, Sign, and Execute TO Award
14. Create Contract File without and with Solicitation

Contract Administration Scenarios

15. Modify Contract
16. Appoint OM
17. Appoint TM
18. Remove TM
19. Conduct Contractor Performance Evaluation (CPE)
20. Upload and View Documents in Contract File

Closeout Scenario

21. Closeout Contract

Case Management Scenario

22. Request Mandatory Clause Removal

Shared Scenario

23. Review and Approve Document
24. Search for Documents in Contract File

Other Demo Items

Reports:

- Show "standard/canned" reports and available formats (e.g., PDF, Excel, etc.):
- Show how to run reports by specific data fields (e.g., by supervisor, admin, etc.)
- Show if reports can perform calculations
- Show how to integrate with external reporting tools and/or how to export data for analytics

Dashboard:

- Show default dashboard and how to change/tailor
    - User portfolio (e.g., tasks, requisitions, awards, etc.)
    - Status/progress of acquisition activities
    - Graphical presentation (e.g., bar chart, pie chart, etc.) of acquisition data
- Show how information will be refreshed on dashboard

Business System Administration Functions

- Demonstrate the following:
    - Ability to add data fields and create/modify drop-downs (e.g., mod purposes, help desk topics, etc.)
    - How user profile including roles and permissions are set up
    - How to add/modify CO's warrant levels and to attach PDF certificates
    - Ability to send communications (e.g., news feed, email, etc.):
        - To the all users (broadcast)
        - To targeted user groups/roles
    - Acquisition lifecycle process workflows:
        - Notify admin when there is a failure in executed workflows
        - See instances of the executed workflows for the life cycle
    - How the provision and clauses library works (e.g., add/change/delete items, tracking, and data fields)
    - Ability to create/modify a visual path (progress tracker) for any acquisition process such as CPE, OM/TM appointments, etc.
    - How these visual paths (progress trackers) are displayed for users to navigate to the necessary steps to complete a process

Acquisition System – Next Generation (AS-NG)
Demo Scenarios

- Explain
  - What can be done by the business owner system admins vs. platform/application system admins
  - How access is suspended after certain period of no-login and how to reinstate access

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. 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.

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) - November 2025

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

[ ] Yes [ ] No

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

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

[ ] Yes [ ] No

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

Women-Owned Business
Minority-Owned Business
Small Disadvantaged Business

7.3.2-49 - Small Business Representation - June 2011

(a) NAICS code and size standard: 541512

(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 150 Employess.

(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

_____

_____

_____

_____

(insert full name of person(s) in the offeror''s organization responsible for determining the prices offered in this proposal, and the title of his or her position in the offeror''s organization);

(ii) As an authorized agent, certifies that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

Influence Certain Federal Transactions".

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

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

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

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

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

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

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

(b) The Offeror represents that -

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

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

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

(a) Definitions. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 7.3.2-

79, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

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

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

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 7.1.2-02, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation.

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

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

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

The Offeror shall not complete the representation at (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to -

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

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

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

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

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

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

(d) Representation.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the FDIC in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

7.5.12-06 - Trade Agreements Certificate - May 2018

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

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

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

[List as necessary]

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

Section L - Instructions, Conditions, and Notices to Offerors

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.3.1-01	Disposition of Submitted Material	July 2008
7.3.1-02	System for Award Management	March 2014
7.3.1-04	Solicitation Requirements, Terms and Conditions	July 2008
7.3.1-07	Proprietary Information	July 2008
7.3.1-08	Amendments, Extensions, and Cancellations	July 2008
7.3.2-02	References to Time	July 2008
7.3.2-07	Submission of Offers in the English Language and in U.S. Currency	July 2008
7.3.2-14	Non-Responsive Proposals	July 2008
7.3.2-28	Late Proposals, Modifications of Proposals, and Withdrawals of Proposals	November 2025
7.3.2-30	Rejecting Proposals/Waiving Informalities	July 2008

Full Text Clauses

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

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

7.1.3-01 - Post-Government Employment Certification (Pre-Award) - May 2009

Any former Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) employee who the offeror proposes to use in performance of work under the contract or its subcontracts must complete the post-government employment certification found at FDIC website https://www.fdic.gov/buying/goods/acquisition/index.html. The offeror shall submit the certification(s) in the volume of its proposal entitled "Additional Information". The certification(s) of the successful offeror will be reviewed by the FDIC Legal Division Ethics Unit to determine compliance with post-government employment restrictions. The former employee may be required to provide additional information as to their position and responsibilities while employed at FDIC or RTC and as a post-government employee working on the FDIC contract or subcontract.

7.3.1-06 - Identification and Delivery of Proposals - September 2024

The proposal due date under this RFP is July 1, 2026, by 12 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 Mikel Wood at mikwood@fdic.gov.

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

The FDIC is requesting proposals from offerors to perform the following activities: FDIC Acquisition System Next Generation (AS-NG). The goods or 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.

7.3.2-05 - Offerors' Conference - November 2025

In order to provide a forum for questions from potential offerors, the FDIC will hold an Offerors' Conference ("Conference") at the following location and time: TBD as neccessary

Federal Deposit Insurance Corporation

_____

_____

_____

If a potential offeror elects not to attend the Conference, it will be deemed to have waived any objection based on not having had access to information provided at the Conference.

7.3.2-06 - Questions Regarding Solicitation - November 2025

The FDIC will respond to questions or requests for clarification, submitted in writing using Attachment 1 - AS NG Q&A Template by an offeror, regarding this solicitation. Questions or requests for clarification must be submitted by 12:00 p.m. on May, 28 2026 to mikwood@fdic.gov.

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

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

(a) The FDIC anticipates selecting the awardee from initial responses, without engaging in exchanges or discussions with contractors. Contractors are strongly encouraged to submit their best technical solutions and prices in response to this solicitation.

(b) If an offeror's proposal is determined to be the best value to the FDIC, the FDIC may enter into exchanges or negotiations with that apparent successful offeror to negotiate possible improvements not otherwise required for an

initial award, including technical and price considerations.

(c) If there is no apparent successful offeror, the Contracting Officer may hold discussions with offerors within the competitive range.

(d) The FDIC reserves the right to award one, more than one or no contracts under this solicitation.

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 Approach (Solution Demo), Management Approach (Oral Presentation) and Key Personnel Resumes, Quality Control Plan (QCP)
Volume II - Relevant Past Performance
Volume III - Pricing
Volume IV - Additional Information
Volume V - Offeror's Point of Contact for Background Investigation Questionnaires (name and email address for FDIC to contact offeror - see provision 7.5.2-01)

(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. Font size shall be at least 12 pt. Any written submissions shall have 1 in margin.

(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.

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

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

(b) Travel costs will be reimbursed in accordance with FDIC Contractor Travel Reimbursement Guidelines found at https://www.fdic.gov/buying/goods/acquisition/index.html. If 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.

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

7.3.2-13 - Effective Period of Offer - July 2008

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

7.3.2-15 - Mission Capability - Proposal Instructions - 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:
Factor A - Technical Approach (Solution Demo) based on Appendix H Solution Demo and description of User Stories that cannot be achieved identified and explained in Vol. IV Additional Information is an "Exceptions" section. Slides for Solution Demo are optional.
Factor B - Management Approach (Oral Presentation) (20 Slides Max) (2 page limit for Subcontracting Plan) (No page limit Quality Control Plan). Oral Presentation Slides are due at the time of proposal submission.

(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.)

7.3.2-16 - Past Performance - Proposal Instructions - November 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, explanatory narratives as described in paragraph (d) below, as well as performance evaluations (as applicable) described in paragraph (e) 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)

There is no maximum number of pages to be submitted for each example. Submit past performance information, in the format described in paragraph (c), on two (2) recent contracts you consider the most relevant in demonstrating your ability to perform this requirement. Also include past performance information on up to two (2) 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.

(e) Performance Evaluations or Questionnaires

With the exception of example contracts awarded by the FDIC, offerors must ask each customer identified by the offeror in paragraph (c) to complete a Past Performance Questionnaire (PPQ) included as Attachment 3 (form is available at https://www.fdic.gov/buying/goods/acquisition/index.html), unless a corresponding Contract Performance Assessment Reporting System (CPARS) evaluation is available. The offeror is responsible for providing customers with the Attachment 3 - Past Performance Questionnaire, along with ensuring the questionnaire identifies the solicitation number and the name and email address of the Contracting Officer. By selecting the customer as a reference and requesting they submit the questionnaire to FDIC, the offeror is authorizing the customer to release past performance information to the FDIC, whether it is positive or negative information. Responsibility for tracking the completion of the PPQs rests solely with the offeror. The completed PPQs must be sent directly to the FDIC from the customer and emailed to the Contracting Officer, Mikel Wood, at mikwood@fdic.gov. Any PPQs received from the offeror will not be considered. The offeror is responsible for ensuring the PPQs are received by FDIC no later than the proposal due date. Offeror should contact the Contracting Officer to confirm receipt. In the event no PPQs are received by the FDIC Contracting Office, the Contracting Officer may contact the points of contact provided by the offeror.

When a CPARS evaluation exists, offerors shall include a copy of the CPARS evaluation in the Past Performance Volume in lieu of a PPQ. Offerors are not required to submit PPQs or FDIC Form 3700-24 Contractor Performance Evaluations (CPEs) for example contracts awarded by the FDIC; the Contracting Officer will review the corresponding CPE in the FDIC's Contractor Performance Component (CPC) System.

7.3.2-26 - Key Personnel - July 2008

(a) The offeror must identify and demonstrate that proposed key personnel possess the necessary experience and qualifications. 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)

(b) The following roles are designated as key personnel.
· Project Manager
· Scrum Master
· Solution Architect
· Lead Developer
· Change Manager
· Data Migration Lead

See SOO Section 9 "Key Personnel" for more detailed information on Key Personnel description and requirements. Offerors may propose Key Personnel different from what FDIC has identified, but must provide rationale for the change, and map the proposed position to the Key Personnel roles that were identified.

7.3.2-27 - Oral Presentation - July 2008

(a) After the submission of proposals, eligible offerors must make an oral presentation of the technical aspects of their proposals to the FDIC Technical Evaluation Panel and Contracting Officer, and participate in a question and answer session. 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) With the offeror"s proposal, the offeror must submit an electronic copy of the oral presentation slides. Offeror must use PowerPoint (.ppt) or a similar program to provide visual support for its presentation. Slides are not required for Technical Approach (Solution Demo), but there is a 20 slide limit for Management Approach (Oral Presentation) 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 due date for proposal submission. 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 Offeror's demo and oral presentation shall address the Offeror's technical and management approach in executing the objectives listed in Section C - Statement of Objectives (SOO).

Factor A - Technical Approach (Solution Demo)
Offerors shall demo their solution's capabilities for the demo scenarios discussed in Appendix H - AS-NG Demo Scenario

Factor B - Management Approach (Oral Presentation)
(1) Prior Relevant Experience
Offeror shall describe at least two prior relevant experiences within the past three years in which they supported an application of similar scope and complexity to requirements. This experience should include acquisition full life cycle support for a mix of on-prem, cloud solutions, and migrating data and documents from complex systems that span a wide variety of application technologies similar to those represented in Appendix A - User Stories and Appendix B - Contract Writing Business Process Models.

(2) Technical Methodology
Offeror shall demonstrate how they will perform the services by leveraging Agile and DevSecOps best practices to prioritize delivering business value and improving speed to market. The approach shall be responsive to the technology, customization, configurability required by the requirements listed in Appendix A - User Stories and Appendix B - Contract Writing Business Process Models. Offeror shall address the approach for the Product Team(s), as well as potential future enhancement and new development work that may require additional teams.

(3) Product Team Changes
Describe how the Offeror would recognize the need for new or different skill sets and how they would adjust the teams accordingly to meet the needs of FDIC during the performance of the Contract. Offeror shall also indicate how team members will be replaced with minimum disruption to the FDIC should an individual leave the team, including reach-back to a bench of FDIC-cleared candidates.

(4) Communication and Issue Resolution
Describe how the Offeror will communicate, collaborate, and coordinate with key stakeholders and intersecting organizations. Describe how Offeror will proactively address and resolve issues and work collaboratively with other FDIC IT service providers (e.g., other vendors, Infrastructure Support Services (ISS) vendors, etc.).

(5) Training Approach
The Training Plan is a deliverable under this contract (see SOO Table 1 Deliverables). A sample training approach will be evaluated and should provide the foundation for the entire end user training program, including development, delivery, and evaluation of training for all end users of the ASNG CW product. Clear insight into the proposed training method and approaches should be outlined that was used for a similar effort. The Offeror shall describe how they addressed the customer needs, objectives and, that aligned to a curriculum that yielded favorable outcome.

(6) Subcontracting Plan

If the contractor intends to use a subcontractor, the offeror shall provide the names of Subcontractors and their role in the project. The offeror shall submit a written subcontracting plan under Volume I-Mission Capability. 2 page limit.

(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 solution demo and oral presentation will take place the same day. The solution demo, excluding the question and answer period, will be limited to one hundred and eighty (180) minutes. Following the solution demo, there will be a short recess to be followed by a thirty (30) minute question and answer session. The oral presentation, excluding the question and answer period, will be limited to one hundred and fifty (150) 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. Offerors should anticipate the entire process for Oral Presentation and Solution Demo, including Q&A period and breaks, will take between 7 to 8 hours.

(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 five (5) 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) At the start of the oral presentation, the Contracting Officer will provide the offeror with the oral presentation that was submitted with the proposal, which the offeror must use for the presentation.

(i) 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.

(j) Oral Presentations and Solution Demos will be done virtually on Microsoft Teams.

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) 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.

(b) Factors A through D are listed in descending order of importance, which Factors A and B of equal importance and are separately and combined more important than Factor C. When combined, Factors A through D are significantly more important than factor E (price).

· Factor A – Technical Approach (Demo of Solution) (Mission Capability)
· Factor B – Management Approach (Oral Presentation) (Mission Capability)
· Factor C – Key Personnel (Mission Capability)
· Factor D – Past Performance
· Factor E – Price

Following an evaluation, award will be made to the offeror(s) 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 - November 2025

(a) Review and Assessment of Mission Capability Proposals. FDIC will review and assess the Mission Capability of each written 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 factor 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 factor.

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 essentially 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 limited FDIC intervention.

Low Confidence: The FDIC has low confidence that the offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract even with FDIC intervention.

(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 and reasonableness. 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.