SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 83310126Q0057

6. SOLICITATION ISSUE DATE: JUL 31, 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Patricia Ludlow
patricia.ludlow@exim.gov

b. TELEPHONE NUMBER *(No collect calls)*: patricia.ludlow@exim

8. OFFER DUE DATE/ LOCAL TIME: AUG 31, 2026 5:00 PM ET

9. ISSUED BY — CODE: EXIM

Export - Import Bank of the United States
811 Vermont Avenue, N.W.
WASHINGTON DC 20571

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 611519

SIZE STANDARD: $47M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE: EXIM

Export - Import Bank of the United States
811 Vermont Avenue, N.W.
WASHINGTON DC 20571

16. ADMINISTERED BY — CODE:

17a CONTRACTOR/ OFFEROR. — CODE: ____ FACILITY CODE: ____

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — 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. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	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 PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUBJECT TO AVAILABILITY OF FUNDS RFQ CLOSING DUE DATE TIME: August 31, 2026 (Monday), 5:00pm Eastern Time (ET) This RFQ is for Credit and Bank Training. Your offer must be a complete response for all items shown within the solicitation. Within the same RFQ response email, the PRICE SHEET for Credit and Bank Training.xlsx shall be used in providing a quote. Pricing shall be submitted as a separate document / spreadsheet. To be considered for award, your offer will be found non-compliant without further evaluation if all required documentation is not submitted and all solicitation requirements are not clearly addressed in your RFQ response. Questions concerning this solicitation may be submitted to contracting officers via email at patricia.ludlow@EXIM.gov. QUESTIONS TO BE SUBMITTED NO LATER THAN August 14, 2026 (Friday).				

Table of Contents

52.212-1INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)..... 5
52.212-2EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021).....5
52.212-3OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)..... 5
52.212-5CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)..... 5
52.212-4CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)..... 5
52.217-1 {52.217-1} [RESERVED].....8
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....8
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... 8
52.222-90Addressing DEI Discrimination by Federal Contractors..... 8
GFIEXIM clause on Government Furnished Property / Information (GFP/GFI) and Restrictions on Disclosure of Information..... 9
Local Clause 1001Inspection and Acceptance (local)..... 10
US Companies IPP InvoicingUS Companies IPP Invoice Instructions..... 10
..... 12

CLAUSES

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
(Reference 52.212-1)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
(Reference 52.212-2)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)
(Reference 52.212-3)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)
(Reference 52.212-5)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government`s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor`s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v)Incorporation by reference. The Contractor`s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End Of Clause)

52.217-1 {52.217-1} [RESERVED]

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1-day

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1-day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1-day days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5-years (60-months)

(End of Clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

(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.

(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, for which the place of delivery or performance is in the United States.

(End of clause)

GFI EXIM clause on Government Furnished Property / Information (GFP/GFI) and Restrictions on Disclosure of Information
EXIM clause on Government Furnished Property / Information (GFP/GFI) and Restrictions on Disclosure of Information

Except as authorized in writing by the CO, the contractor shall not disclose, orally or in writing, any:
---Proprietary Information (that is, technical information, such as trade secrets, which is proprietary to any person or firm); or
---Privacy Information (that is, information protected under the provisions of the Privacy Act of 1974);
---Privileged Information (that is, financial or commercial information concerning another person or firm which is privileged or personally confidential); or
---Government Information (that is, information or data stored, processed, or handled in providing services under this contract or which may come into the possession of the contractor in providing services under this contract).
---The contractor shall not use or access any information described in paragraph (a) above for any purpose other than to perform this contract in accordance with its terms and conditions.
---The contractor shall obtain from each of its employees a written agreement to protect all such information described in paragraph (a) above against accidental or intentional disclosure. All such agreements shall be subject to the approval of the CO. In addition, the contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this section.
---The restrictions in this section do not apply to any information if and when such information becomes part of the public domain.
---The contractor shall include, or require the inclusion of, the substance of this Section in all subcontracts, including lower-tier subcontracts, unless otherwise specified in writing by the CO.
---All information regarding the analyses or procedures developed under this contract will be regarded as sensitive information by the contractor and shall not be disclosed to anyone outside the contractor's EXIM staff regardless of medium (e.g., any electronic or hard copy format such as film, tape, paper documents, email) without the written permission of the CO unless the information is otherwise in the public domain before the date of release.
---All contractor personnel requiring access to the EXIM facilities or network resources must complete the forms and must present picture ID to confirm personnel information.
---All contractor personnel who will be personally and substantially involved in the performance under this contract shall execute and submit a Non-Disclosure Agreement prior to the commencement of any work.
---The agreement shall prohibit the disclosure of any information that contractor employees will have access to in the performance of work under this contract.
---The applicable non-disclosure statement will be provided by the CO.

Government Furnished Equipment/Information:

The government will determine the necessity for providing Government Furnished Property (GFP) and or GFE shall be made available, at no cost, to the contractor to facilitate its performance of this contract. GFP will likely consist of office space/workstations. GFE will likely consist of desktops,

laptops, telephones etc. The parties shall jointly prepare a listing/inventory of all GFP/GFE, including the condition thereof, at the time of the contractor assuming custody or control of such GFP or GFE, as the case may be.

The contractor shall be liable for the shortages, loss, damage, destruction, or excessive consumption of EXIM property as specified in FAR Part 45.504. The contractor shall report discovery of lost, damaged, or destroyed EXIM-furnished property via electronic message to the CO and COR within one workday following the discovery.

At the request of the EXIM or at completion of the contract, the contractor shall immediately return any the EXIM-furnished property, including any equipment, specialized or off-the-shelf software, the EXIM badge identification card, and all other property.

The contractor will be given access to versions of any software and related documentation required to perform under this contract. The contractor shall at no time install unauthorized software on desktops provided by the EXIM. All information necessary to perform required tasks will be furnished by the EXIM as needed throughout the performance of this effort.

Government Furnished Information (GFI) may be provided upon request of the contractor. It is incumbent upon the contractor to identify its need for GFI and to request same from the COR. Due to the wide array of IT services and applications to be performed or worked on under this contract, GFI will likely vary significantly across requirements and across all tasks.

Local Clause 1001 Inspection and Acceptance (local)

(a) On an ongoing basis, Government personnel will conduct inspections of the Contractor#s work.

(b) Government inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the Government#s site, located in Washington, DC Headquarters, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

US Companies IPP Invoicing US Companies IPP Invoice Instructions
Invoices shall be submitted to:
http://www.ipp.gov/vendors/index.htm

Invoices are to be in accordance with the Authorized Payment Schedule for each contract/task/order. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name and address of the business concern;
2. Invoice number and invoice date;
3. Contract number, Delivery Order number, Purchase Order number, Task Order number, or other authorization for delivery of property or services actually delivered or rendered;
4. Description, unit price, extended price, and quantity of property and services actually delivered or rendered with supporting documentation (i.e. travel receipts, etc.).
5. Shipping and payment terms;
6. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
7. A certification statement saying that the funds have only been used for work for this contract;
8. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice;
9. Taxpayer Identification Number (TIN), and DUNS+4 and/or UEI;
10. Banking information for Electronic payment - Bank account and ABA number; and
11. Contractors MUST note FINAL INVOICE on the final invoice when submitted upon final delivery of all supplies/equipment or completion of the contract. Export-Import Bank and the Invoice Processing Platform (IPP) at http://www.ipp.gov/vendors/index.htm

The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:

--- e-mail notification when invoice(s) are paid
--- online payment history
--- remittance download

The e-mail notification of payment is sent when a payment is distributed to your bank account and will include all pertinent payment information. Attached is a list of contract awards that will be processed via IPP.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is 866-973-3131 or they can be reached at: IPPCustomerSupport@fiscal.treasury.gov.

If you have any questions or concerns, please contact the Export-Import Bank Business Center Help Desk at: 202-565-3342 or 202-565-3353 or via e-mail at: at BusinessCenter@exim.gov.

	A	B	C	D	E
1	EXIM Selected Applicability	52.212-5 Section	52.212-5 (March 2026)	FAR As Prescribed	KEY WORDS for applicability
2	APPLICABLE	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2026)	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services
3	APPLICABLE	52.212-5(a)	(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services
4	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).	3.909-3(b)	all solicitations and resultant contracts, other than personal services
5	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).	4.2004	all solicitations and contracts
6	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).	4.2105(b)	all solicitations and contracts
7	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).	9.108-5(b)	each solicitation and contract
8	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).	32.009-2	all solicitations and contracts
9	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).	33.106(b)	all solicitations and contracts
10	REQUIRED for ALL solicitations and contracts	52.212-5(a)	(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).	33.215(b)	solicitations and contracts unless foreign government, agency, international organization
11	APPLICABLE	52.212-5(b)	(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services
15	APPLICABLE	52.212-5(b)	__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).	3.906	all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community
16	APPLICABLE	52.212-5(b)	__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).	4.1403(a)	all solicitations and contracts of $40,000 or more
20	REQUIRED for ALL solicitations and contracts	52.212-5(b)	__ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).	4.2203	all solicitations and contracts, unless an exception
24	APPLICABLE	52.212-5(b)	__ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).	9.409	solicitations and contracts where the contract value exceeds $45,000
51	APPLICABLE	52.212-5(b)	__ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).	22.1310(a)(1)	solicitations and contracts if the expected value is $200,000 or more, except when- outside US, outside US employees
52	APPLICABLE	52.212-5(b)	__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).	22.810(a)(1)	solicitation and contract
54	APPLICABLE	52.212-5(b)	__ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).	22.810(e)	Revoked IAW Executive Order 11246. Waiver unnecessary; only notated herein.
56	APPLICABLE	52.212-5(b)	__ (35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).	22.1310(a)(1)	solicitations and contracts if the expected value is $200,000 or more, except when- outside US, outside US employees
60	APPLICABLE	52.212-5(b)	__ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).	22.1310(b)	solicitations and contracts containing the clause at 52.222-35
61	REQUIRED for ALL solicitations and contracts	52.212-5(b)	__ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).	22.1605	all solicitations and contracts
62	REQUIRED for ALL solicitations and contracts	52.212-5(b)	__ (39) (i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).	22.1705(a)(1)	all solicitations and contracts
63	APPLICABLE	52.212-5(b)	__ (39) (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).	22.1705(a)(2)	contract will be performed outside the US
82	APPLICABLE	52.212-5(b)	__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).	25.1103(a)	solicitations and contracts, unless an exception applies
86	REQUIRED for ALL solicitations and contracts	52.212-5(b)	__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).	26.605	all solicitations and contracts
90	APPLICABLE	52.212-5(b)	__ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).	32.1110(a)(1)	solicitations and contracts that include the provision at 52.204-7 System for Award Management
93	APPLICABLE	52.212-5(b)	__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).	39.106	solicitations and contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.
94	REQUIRED for ALL solicitations and contracts	52.212-5(b)	__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).	40.202-8	all solicitations and contracts
114	APPLICABLE	52.212-5(e)	(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services
116	APPLICABLE	52.212-5(e)	(e) (1) (ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).	3.906	all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community
117	APPLICABLE	52.212-5(e)	(e) (1) (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (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)).	3.909-3(b)	all solicitations and resultant contracts, other than personal services contracts with individuals.
118	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).	4.2004	all solicitations and contracts
119	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).	4.2105(b)	all solicitations and contracts
120	APPLICABLE	52.212-5(e)	(e) (1) (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).	4.2203	all solicitations and contracts, unless an exception is granted in accordance with OMB Memorandum M-23-13

	A	B	C	D	E
1	EXIM Selected Applicability	52.212-5 Section	52.212-5 (March 2026)	FAR As Prescribed	KEY WORDS for applicability
124	APPLICABLE	52.212-5(e)	(e) (1) (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).	22.810(a)(1)	contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, the contracting officer shall insert- (1) The clause at 52.222-21, Prohibition of Segregated Facilities, in the solicitation and contract; and (2) The provision at 52.222-22, Previous Contracts and Compliance Reports, in the solicitation.
125	APPLICABLE	52.212-5(e)	(e) (1) (x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).	22.810(e)	solicitations and contracts exempt from all requirements of E.O. 11246 (LBJ 1965)
126	APPLICABLE	52.212-5(e)	(e) (1) (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).	22.1310(a)(1)	solicitations and contracts if the expected value is $200,000 or more, except when- outside US, outside US employees
127	APPLICABLE	52.212-5(e)	(e) (1) (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).	22.1408(a)	solicitations and contracts that exceed or are expected to exceed $20,000, except when- outside US
128	APPLICABLE	52.212-5(e)	(e) (1) (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).	22.1310(b)	solicitations and contracts containing the clause at 52.222-35
129	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.	22.1605	all solicitations and contracts
131	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (xvi) (A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).	22.1705(a)(1)	all solicitations and contracts
132	APPLICABLE	52.212-5(e)	(e) (1) (xvi) (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).	22.1705(a)(2)	contract will be performed outside the US
142	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.	32.009-2	all solicitations and contracts
143	REQUIRED for ALL solicitations and contracts	52.212-5(e)	(e) (1) (xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).	40.202-8	all solicitations and contracts
145	APPLICABLE	52.212-5(e)	(e) (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.	n/a	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services