
Federal Deposit Insurance Corporation
**REPRESENTATIONS AND CERTIFICATIONS
FOR LEGAL CONTRACTORS**

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INSTRUCTIONS: Select one box for each of the following questions. If your response is "Yes" to any of the questions listed below, provide a detailed explanation including dates, names, and the locations of the event(s) in question in the space provided or on a separate sheet and attach to this form.

NOTE: The information and certifications required on this form will be used in determining the fitness and integrity of the law firm or sole practitioner ("Contractor") for entering into a Legal Services Agreement with the FDIC Legal Division, as provided in the Contractor Conflicts of Interest Regulations at 12 C.F.R. Part 366. Refer to the enclosed copy of those regulations for policies and procedures to be followed by both Contractors and the FDIC Legal Division. The FDIC Legal Division retains the right, in its sole discretion, to qualify or disqualify a Contractor.

SECTION I - DISQUALIFYING CONDITIONS

To the best of the Contractor's knowledge:	Yes	No
1. Has the Contractor ever been convicted of a felony? If Yes, provide the offense, law enforcement authority and/or court, city and state, and disposition of charges.	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

2. Has the Contractor ever been removed from or prohibited from participating in the affairs of any insured depository institution pursuant to any final enforcement action by the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the Board of Governors of the Federal Reserve System, or the FDIC or their successor(s)?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

3. Has the Contractor ever demonstrated a pattern or practice of defalcation regarding obligations?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

4. Has the Contractor ever caused a substantial loss to Federal deposit insurance funds?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

SECTION II - CONFLICTS OF INTEREST

The FDIC will not execute or renew Legal Services Agreements with Contractors that have conflicts of interest or permit Contractors to continue performance under existing Legal Services Agreements, unless such conflicts are eliminated by the Contractor or are waived by the FDIC Outside Counsel Conflicts Committee or other appropriate FDIC official.

In addition to the following certifications, Contractors seeking to perform services for the FDIC Legal Division must provide extensive disclosures regarding actual or potential conflicts of interest and matters that may present the appearance of a conflict. Please refer to the Conflicts and Ethics section of this application package for further instructions on required disclosures.

To the best of the Contractor's knowledge:	Yes	No
5. Does the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement have one or more personal, business, or financial interests or relationship which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under the Legal Services Agreement?	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

6. Is the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement an adverse party to the FDIC, RTC, FSLIC, or their successors in a lawsuit?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

7. Has the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement ever been suspended from contracting with a Federal entity or ever had a contract or Legal Services Agreement with the FDIC, RTC, FSLIC or their successors rescinded or terminated prior to completion which involved issues of conflicts of interest or ethical responsibilities?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

SECTION III - DEFAULTS

	Yes	No
8. Has the Contractor or any company under the Contractor's control defaulted on a material obligation to any insured depository institution during the ten (10) years preceding the submission of this application? If yes, attach a description of all such instances.	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

SECTION IV - EMPLOYEES AND SUBCONTRACTORS

	Yes	No
9. Does the Contractor agree that it will not allow any employee, agent, or subcontractor to perform services as a time charger under the proposed Legal Services Agreement unless the Contractor first verifies with each such employee, agent, or subcontractor that, to the best of such person’s knowledge, such person: (a) is not disqualified from performing services under the Legal Services Agreement because of the existence of any of the conditions identified in Section I; (b) has no conflicts of interest as identified in Section II, unless a request by the Contractor for a waiver or proposal for the elimination of the conflict has been made; and (c) has not, during the ten (10) years preceding the submission of this application, defaulted on a material obligation to any insured depository institution?	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

SECTION V - ADDITIONAL QUESTIONS AND CERTIFICATIONS

	Yes	No
10. Has Contractor registered in the System for Award Management (SAM) at www.sam.gov , and provided all correct information in SAM, including its socioeconomic-economic status. A Contractor that marks No to Question 10, must mark Yes in Question 11.	<input type="radio"/>	<input type="radio"/>
11. Not applicable if the answer to Question 10 was yes. Is Contractor in the process of registering in the System for Award Management (SAM) at www.sam.gov , and entering all correct information in SAM, including its socioeconomic-economic status.	<input type="radio"/>	<input type="radio"/>

The socioeconomic-economic groups in SAM are as follows:

- a. Women-Owned Business
- b. Minority-Owned Business Business

For Minority-Owned Businesses, the ethnic/racial categories are as follows: Asian-Pacific American Owned; Subcontinent Asian (Asian-Indian) American Owned; Black American Owned; Hispanic American Owned; Native American Owned; or Other than one of the preceding.

12. Covered Telecommunications Equipment or Services-Representation

- a. Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in Section 1703 of the John S. McCain National Defense Authorization Act For Fiscal Year 2019.
- b. Procedures. The Contractor 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 Contractor represents that it provides 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.
 Yes No
 - (2) After conducting a reasonable inquiry for purposes of this representation, the Contractor represents that it uses covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
 Yes No

13. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor should not complete either representation at (d)(1) or (d)(2) below if the Contractor has answered “does not” in sections (c)(1) and (c)(2) of Question 12 above.

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 or explanations provided at the following FDIC webpage: <https://www.fdic.gov/formsdocuments/pgi.pdf> at subsection 7.1.2-2.

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 -

(A) 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

(B) 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 -

(A) 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

(B) 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 Contractor 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 Contractor represents that it provides covered telecommunications equipment or services to the FDIC in the performance of any contract, subcontract or other contractual instrument. The Contractor shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Contractor responds "will" in this subsection (d)(1)

Yes No

(2) After conducting a reasonable inquiry, for purposes of this representation, the Contractor represents that it uses covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Contractor shall provide the additional disclosure information required at paragraph (e)(2) below if the Contractor responds "does" in this subsection (d)(2).

Yes No

e. Disclosures.

- (1) If the Contractor has responded "will" in the representation in paragraph (d)(1) of this provision, the Contractor shall immediately provide the following information to the Oversight Attorney of the legal matter and to the FDIC Legal Services & Special Contracts Group at [:LSSCG@fdic.gov](mailto:LSSCG@fdic.gov)
 - (A) For covered equipment -
 - (i) 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);
 - (ii) 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
 - (iii) 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.
 - (B) For covered services -
 - (i) 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
 - (ii) 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) If the Contractor has responded "does" in the representation in paragraph (d)(2) of this provision, the Contractor shall immediately provide the following information to the Oversight Attorney of the legal matter matter and to the Legal Services & Special Contracts Group at LSSCG@fdic.gov:
 - (A) For covered equipment -
 - (i) 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);
 - (ii) 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
 - (iii) 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.
 - (B) For covered services -
 - (i) 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
 - (ii) If not associated with maintenance, an explanation of the proposed use of covered telecommunications services and any factor relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

14. Certification Regarding Whistleblower Rights and Remedies (applicable to contracts over \$250,000)

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. The Contractor's response incorporates Section 1.13 of the Outside Counsel Deskbook or Section 1.12 the Legal Support Services Deskbook, whichever one is applicable.

SECTION VI - FINAL CERTIFICATION

I represent and warrant that I have the authority to execute these certifications on behalf of the Contractor below. I further represent and warrant that the above responses are true and correct and that all attached information is true and correct.

NOTICE: Pursuant to 18 U.S.C. § 1001, whoever knowingly and willingly falsifies a material fact, makes a false statement, or utilizes a false writing in connection with this application is subject to criminal sanctions under Title 18 of the United States Code.

15. Name	16. Title
17. Name of Firm or Sole Practitioner	
18. Signature	19. Date

DEFINITIONS FOR FORM FDIC 5200/01, REPRESENTATIONS AND CERTIFICATIONS FOR LEGAL CONTRACTS

Terms used are defined in 12 C.F.R. § 366.2 as follows:

QUESTION 3. Pattern or practice of defalcation regarding obligations means two or more instances in which: (1) a loan or advance from an insured depository institution is in default for ninety (90) or more days as to payment of principal, interest, or a combination thereof and there remains a legal obligation to pay an amount in excess of \$50,000; or (2) a loan or advance from an insured depository institution where there has been a failure to comply with the terms to such an extent that the collateral securing the loan or advance was foreclosed upon, resulting in a loss in excess of \$50,000 to the insured depository institution.

QUESTION 4. Substantial loss to Federal deposit insurance funds means: (1) a loan or advance from an insured depository institution, which is currently owed to the FDIC, RTC, FSLIC or their successors, or the Bank Insurance Fund (BIF), the Savings Association Insurance Fund (SAIF), the FSLIC Resolution Fund (FRF), or funds maintained by the RTC for the benefit of insured depositors, that is or has ever been delinquent for ninety (90) or more days as to payment of principal, interest, or a combination thereof and on which there remains a legal obligation to pay an amount in excess of \$50,000; (2) an obligation to pay an outstanding, unsatisfied, final judgment in excess of \$50,000 in favor of the FDIC, RTC, FSLIC, or their successors, or the BIF, the SAIF, the FRF, or the funds maintained by the RTC for the benefit of insured depositors; or (3) a loan or advance from an insured depository institution which is currently owed to the FDIC, RTC, FSLIC, or their successors, or the BIF, the SAIF, the FRF, or the funds maintained by the RTC for the benefit of insured depositors, where there has been failure to comply with the terms to such an extent that the collateral securing the loan or advance was foreclosed upon, resulting in a loss in excess of \$50,000.

QUESTIONS 8 and 9. Default on a material obligation means a loan or advance from an insured depository institution which has never been delinquent for 90 or more days as to payment of principal or accrued interest, or a combination thereof, with a remaining balance of principal and accrued interest on the ninetieth day, or any time thereafter, in an amount in excess of \$50,000.