

2. CONTRACT NO. NCUA22C00021
 3. AWARD/EFFECTIVE DATE
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **EARL O'NEAL**
 a. NAME
 b. TELEPHONE NUMBER (No collect calls): 703-518-6413
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: Chief Financial Officer, NCUA, 1775 Duke Street, Alexandria VA 22314
 CODE: CFO

10. THIS ACQUISITION IS: 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: 511120
 SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
 12. DISCOUNT TERMS: PROMPT NET 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: Minority & Women Inclusion, NCUA, 1775 Duke Street, Alexandria VA 22314
 CODE: MWI

16. ADMINISTERED BY: Chief Financial Officer, NCUA, 1775 Duke Street, Alexandria VA 22314
 CODE: CFO

17a. CONTRACTOR/OFFEROR: DIVERSITYCOMM INC., Attn: Salwa Schipul, 18 TECHNOLOGY DR. STE 170, IRVINE CA 926182313
 CODE:
 FACILITY CODE:
 TELEPHONE NO.: 949-8255777

18a. PAYMENT WILL BE MADE BY: NC DELPHI EINVOICING, NCUA Delphi eInvoicing System, https://einvoice.esc.gov
 CODE: NC DELPHI EINVOI

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
	UEI: LWBKSWPW3GT5 The National Credit Union Administration (NCUA) hereby awards an contract to DiversityComm for the NCUA's Office of Minority and Women Inclusion (OMWI) Diversity Magazine Advertisement for Recruitment Outreach services in accordance with the attached Statement of Work and NCUA Terms and Conditions. Included are the following attachments: (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$130,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA 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.

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: _____ 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): **WILLIAM THOREEN** Digitally signed by WILLIAM THOREEN Date: 2022.06.07 10:23:46 -04'00'

30b. NAME AND TITLE OF SIGNER (Type or print)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print): WILLIAM THOREEN
 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Attachment 1: OMWI Diversity Magazine Advertisement for Recruitment Outreach Statement of Work Attachment 2 - NCUA Terms and Conditions Attachment 3 - Pricing Contracting Officer: Earl O'Neal, eoneal@ncua.gov, 703-518-6413 Contracting Officer's Representative: Scot Evans, sevans@ncua.gov, 703-518-1624 Delivery: 10 Days After Award Accounting Info: 4056XXXRNO.2022.0100000000.9360149400.2510B.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 06/01/2022 to 12/31/2026				
00001	Base Period - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Obligated Amount: \$22,500.00 Award Type: Firm-fixed-price Period of Performance: 06/01/2022 to 12/31/2022				22,500.00
00002	Option Period 1 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Continued ...				30,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NCUA22C00021

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 3 37

NAME OF OFFEROR OR CONTRACTOR
 DIVERSITYCOMM INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 01/01/2023 to 12/31/2023				
00003	Option Period 2 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 01/01/2024 to 12/31/2024				30,000.00
00004	Option Period 3 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 01/01/2025 to 12/31/2025				30,000.00
00005	Option Period 4 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 01/01/2026 to 12/31/2026 The obligated amount of award: \$22,500.00. The total for this award is shown in box 26.				17,500.00

**National Credit Union Administration (NCUA)
Office of Minority & Women Inclusion (OMWI) Diversity Magazine Advertisement for
Recruitment Outreach
Statement of Work (SOW)**

1. PROJECT TITLE:

OMWI Diverse Magazine One-Page Advertisement for the Purpose of Recruitment Outreach

2. BACKGROUND:

Annually, the NCUA pursues recruitment outreach via one-page advertisements in diverse magazines and circulars for the purpose of attracting highly talented and diverse candidates to its applicant pool. The National Credit Union Administration's Office of Minority and Women Inclusion (OMWI) was established within the Central Office of the National Credit Union Administration as a result of the Dodd Frank Act. Section 342(f) of the Act states each agency shall take affirmative steps to seek diversity in the workforce of the agency at all levels of the agency in a manner consistent with applicable law. More specifically, section 342(f)(3) of the Act requires the agency to place employment advertisements in newspapers and magazines oriented toward minorities and women.

The primary goal of this acquisition is to establish a contract to advertise the agency's one-page recruitment outreach flyer in magazines that target specific diverse communities. Reaching the following communities is critical in ensuring the NCUA's applicant pool is as diverse as the communities it serves, including but not limited to

- African Americans
- Hispanics
- Women
- Individuals with disabilities
- Veterans

3. SCOPE:

OMWI wishes to establish a base plus four-year advertisement contract with a print/online magazine advertisement vendor whose strong circulation across various diverse markets are in line with the communities listed above. The contractor shall produce and distribute diverse magazines covering the largest area of viewership for the targeted diverse communities the agency wishes to attract to its applicant pool. Because the agency wishes to reach as many diverse prospective applicants with its advertisement efforts, obtaining a contract with a reputable company with the highest readership and circulation is a must.

NCUA-22-C-00021 – OMWI DIVERSITY MAGAZINE ADVERTISEMENT
Attachment 1: Statement of Work

4. APPLICABLE DOCUMENTS:

Attachment 1A contains the one-page, color advertisement that will be submitted for advertisement. The one-page advertisement may change during the option periods based on the agency's advertisement goals, but contractor will be notified in a timely manner.

5. DELIVERABLES AND DELIVERY SCHEDULE:

OMWI wishes to advertise in diverse circulars quarterly and bi-annually depending on the diverse publications circulation schedule and the below stated period of performance. Additionally, the contractor will assist the OMWI's Contracting Officer Representative (TBD upon award) to identify new potential diverse recruitment outreach venues and assist the office in establishing new diverse collaborations from their vast network.

Pricing should reflect advertisement schedules beginning on June 1st, 2022, and full calendar years for each option period of 2023, 2024, 2025, and 2026.

6. PERIOD OF PERFORMANCE:

The period of performance shall be for a base period of approximately 6 months and four (4) one-year option periods. The period of performance shall be as follows:

Base Period: Date of Award through December 31, 2022

Option Period 1: January 1, 2023 through December 31, 2023

Option Period 2: January 1, 2024 through December 31, 2024

Option Period 3: January 1, 2025 through December 31, 2025

Option Period 4: January 1, 2026 through December 31, 2026

7. SECURITY: N/A

-END OF STATEMENT OF WORK-



OMWI Diversity Magazine Advertisement for
Recruitment Outreach
Request for Proposal
NCUA-22-C-00021

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9.1307-1 System for Award Management (DEC 2018)

(a) All Offerors must be registered with the System for Award Management (SAM) to be eligible to receive contract award. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract resulting from this solicitation. Information on registering with SAM can be found on www.acquisitions.gov.

(b) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(c) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(d) Information on registering with SAM may be obtained on www.acquisitions.gov.

9.3000-1 General Contract Terms and Conditions (MAY 2021)

(a) *Primary Government Roles and Responsibilities.* This paragraph describes the roles and responsibilities of individuals and/or authorized users who will be the primary Points of Contact (POC) for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments at any time. The individuals name and contact information will be provided at contract award.

(1) *Contracting Officer (CO).* The CO, within the Division of Procurement and Facilities Management (DPFM), has the overall responsibility for administration of the contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules.

(2) *Contracting Officer's Representative (COR).* The COR is responsible for the receipt and acceptance of the contract deliverables and reports and past performance reporting for the contract. The COR supports the CO in the general management of the program. The COR will be identified by the CO through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.

The COR will represent the CO in the administration of technical details within the scope of the contract. The COR is also responsible for the final inspection and acceptance of all deliverables and reports. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the Government. The COR does not have authority to alter the Contractor's obligations or to change the specifications, price,

terms or conditions. If, as a result of technical discussions, it is desirable to modify the contract obligations or the specification, changes will be issued in writing and signed by the CO.

(b) Submission of Invoices.

The Contractor shall submit invoices electronically to <https://einvoice.esc.gov>, the Delphi eInvoicing web-portal, for payment. Delphi eInvoicing access requires authentication through www.login.gov. All persons accessing Delphi eInvoicing must have their own unique user ID and be credentialed through www.login.gov.

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. An invoice must contain the following:

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract or task order / delivery order / purchase order number;
- d. Line item number as identified in the contract, describing the goods or services, and the amount invoiced for each line item number;
- e. Description, quantity, unit of measure, unit price, extended price of goods delivered or services performed, and the total invoice amount;
- f. Payment terms (discounts for prompt payment);
- g. Remittance address (must be the same as that in the contract or in a proper notice of assignment);
- h. Name, title, email address, and phone number of person to notify in event of defective invoice;
- i. 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;
- j. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses; and
- k. Any other information or documentation required by the contract, which may include:
 - i. For time and materials or labor hour contracts, copies of time sheets in support of direct labor charges;
 - ii. Invoices for a contract entered into in the receivership capacity, while not subject to the Prompt Payment Act, must include allocation of all hours and expenses to financial institution number and asset name/number, if applicable.

(c) *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.

(d) *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 Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(f) *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 process outlined in this paragraph.

(1) Claim, as used in this paragraph, refers to a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising or relating to this contract. However, a claim exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment not in dispute when submitted is not considered a claim. The submission may be converted to a claim under 41 U.S.C chapter 71 by complying with the submission and certification requirements of this section if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(2) A claim by the Contractor shall be made in writing and, unless otherwise stated in the contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

- (i) The Contractor shall provide the certification specified in paragraph (1) of this section when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows, “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (4) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (5) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use an alternative dispute resolution (ADR). If the Contractor refuses to offer an ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.
- (6) The Government shall pay interest on the amount found due and unpaid from:
- (i) The date the Contracting Officer receives the claim (certified, if required); or
 - (ii) The date that payment otherwise would be due, if that date is later, until the date of payment.
- (7) With regard to claims having defective certifications, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claims and then at the applicable rate for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (8) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (g) *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.

(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) *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.

(3) *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:

www.pay.gov

Search: NCUA One-Time Payments

Purpose of Payment: Supplier Overpayment

(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.

(4) *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)(4)(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 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
- (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.

(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 or f.o.b. destination, within consignee's premises.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties, as applicable. Notwithstanding the applicability of Federal, State, and Local Taxes, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

(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 have resulted from the termination to the satisfaction of the Government using its standard record keeping system. 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 default.* 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 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; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 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) Applicable statutes and executive orders.

(4) Addenda to this solicitation or contract

(5) License agreements for computer software.

(6) Solicitation provisions if this is a solicitation.

(7) Other paragraphs of this clause.

(8) The contract form (i.e. Standard Form 1449).

(9) Other documents, exhibits, and attachments.

(10) The specification.

(t) *Unauthorized Obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use 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 (s)(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.

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

(v) *Dissemination of Contract Performance Information.* The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer for approval.

(w) *Contractor Advertisements, Publicizing Award, News Releases, and Social Media.*

- (1) Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract, or the termination thereof, in any publicity/ news release, commercial advertising, or social media without first obtaining explicit written consent to do so from the Contracting Officer.
- (2) The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(x) *Whistleblower Protections.* Contractor agrees to inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, regarding protection from reprisal for disclosure of certain information, in the predominant native language of its workforce.

(y) *Business Code of Ethics and Conduct.* Contractors and subcontractors must have a written code of business ethics and conduct. A copy of the written code must be made available to each employee engaged in contract performance.

(z) *Office of the Inspector General (OIG).*

(1) Reporting. The contractor must timely disclose in writing to the agency OIG (oigmail@ncua.gov), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any NCUA contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S .C. 3729-3733). In addition, employees Contractors also must include this clause in its subcontracts, substituting the term “subcontractor” for “contractor.”

(2) Cooperation. The Contractor must cooperate fully with OIG employees or OIG contractors conducting an investigation, audit, review, or inquiry, including disclosing complete and accurate information through interviews and production of records to the OIG

or its contractors. Contractors also must include this clause in its subcontracts, substituting the term “subcontractor” for “contractor.”

9.3000-7 Incorporate by Reference (DEC 2018)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

9.3002-1 Availability of Funds (DEC 2018)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

9.3002-4 Reducing Text Messaging While Driving (DEC 2018)

(a) In accordance with Section 4 of Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, you are hereby encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, -leased or -rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new company rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for company employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the company’s text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

9.3002-6 Notification of Requirements for Non-segregated Facilities (DEC 2018)

By signing this offer or contract, the contractor will be deemed to have signed and agreed to the provisions of non-segregated facilities. As used in this clause segregated facilities, mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The certification provides that the bidder or offeror does not maintain or provide for its employees, facilities which are segregated on a basis of race, color, religion, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder/offeror does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. This clause must be included in all subcontracts as well.

9.3002-7 Special Requirements for Employing Veterans (DEC 2018)

The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veterans in all employment practices. Your company must comply with the requirements of this clause, including the listing of employment opportunities with the local office of the state employment service system.

9.3002-11 Stop Work Order (DEC 2018)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days) after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the

Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

9.3002-12 Prohibition on Contracting for Hardware, Software, and Services Developed by Kaspersky Labs and Other Covered Entities (AUG 2019)

(a) Definitions. As used in this clause--

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

9.4203-1 Information Technology Accessibility Section 508 Standards (DEC 2018)

(a) NCUA is required to offer access to information and communication technology (ICT) for disabled individuals within its employ, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by The Architectural and Transportation Barriers Compliance Board ("The Access Board").

(b) All ICT procured through this contract shall meet the accessibility standards and be compliant with the applicable provisions of the Section 508 of the Rehabilitation Act of 1973 (29

U.S.C. 794d) as implemented in 36 CFR Part 1194 (as revised) (See <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule>).

(c) The following standards from Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements, have been determined to be applicable:

508 Chapter 1: Application and Administration

- E101 General
- E102 Referenced Standards
- E103 Definitions

508 Chapter 2: Scoping Requirements

- E201 Application
- E202 General Exceptions
- E203 Access to Functionality
- E204 Functional Performance Criteria
- E205 Electronic Content
- E206 Hardware
- E207 Software
- E208 Support Documentation and Services

(d) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require the ICT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(e) Deliverable(s) must incorporate these standards as well as any agency specific standards developed by the NCUA. The final work product must include documentation that the deliverable conforms to the Section 508 standards promulgated by the Access Board.

9.5400-1 Option for Increased Quantity (DEC 2018)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

9.5400-2 Option to Extend Services (DEC 2018)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

9.5400-3 Option to Extend the Term of the Contract (DEC 2018)

The Government may extend the term of this contract by notice to the Contractor; provided that the Government gives the Contractor a preliminary notice of its intent to extend before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this option clause. The preliminary notice DOES NOT commit the Government to exercise the Option nor does it in any manner obligate Government funds against the subject contract, and is subject to the availability of applicable Budget Year funding.

If the Option is exercised by the government, it will be accomplished via a unilateral modification. The modification will specifically identify the Option period of performance and contract amount referenced above.

9.5900-1 Good Faith Effort (DEC 2018)

(a) *Definitions.* As used in this clause—

Minority, minority-owned business, and women-owned business each shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act., 12 U.S.C. 5452(g).

Good Faith Effort, shall include actions by the contractor intended to identify and, if present, to remove barriers to minority and women within its workforce or expand employment opportunities for minorities and women within its workforce by means such as recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

(b) *Prime Contractor.* In all prime contracts having a dollar value exceeding \$100,000, the Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce.

(c) *Good Faith Effort to Comply.* Within ten business days of a written request from NCUA's Contracting Officer, or such longer time as the Contracting Officer determines, and at no additional cost to the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken reflecting its good faith effort to comply with the aforementioned provisions. For purposes of this contract, "good faith effort" may include actions by the contractor intended to identify and, if present, to remove barriers to minority and women employment or to expand employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

The documentation requested by the Contracting Officer to demonstrate "good faith effort" may include, but is not limited to, the following:

- (1) The total number of Contractor’s employees broken down by race, ethnicity, and gender (e.g., an EEO-1);
- (2) A list of subcontracts awarded under the Contract that includes: dollar amount, date of award, and subcontractor’s minority and/or gender ownership status;
- (3) With respect to subcontracts exceeding \$100,000, the total number of subcontractor’s employees broken down by race, ethnicity, and gender (e.g., EEO-1);

Actions taken and plans made, by the Contractor to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(d) *Failure to Comply.* Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”), 12 U.S.C. 5452(c)(3), a failure to demonstrate to the Director of the NCUA Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor’s workforce (and as applicable, the workforce of its subcontractors), may be cause for termination of the Contract, referral to the Office of Federal Contract Compliance Programs, or other appropriate action.

(e) *Subcontracts.* The Contractor shall insert the substance of the above clause as a contractual condition in all subcontracts under this Contract that have dollar value exceeding \$100,000.

9.6804-1 Records Management (DEC 2018)

(a) *Definitions.* As used in this clause—

Federal record, as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record includes NCUA records; does not include personal materials; applies to records created, received, or maintained by Contractors pursuant to their NCUA contract; and may include deliverables and documentation associated with deliverables.

(b) *Requirements.*

- (1) The Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated

with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (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 regulation.

(3) In accordance with 36 CFR 1222.32, the Contractor shall maintain all records created for NCUA use or created in the course of performing the contract and/or delivered to, or under the legal control of the NCUA and must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) The NCUA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the NCUA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Contracting Officer's Representative.

(5) Willful and unlawful destruction, damage or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the NCUA. The agency must then report promptly to NARA in accordance with 36 CFR 1230.

(6) The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and the NCUA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(7) The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with NCUA policy.

(8) The Contractor shall not create or maintain any records containing any non-public NCUA information that are not specifically tied to or authorized by the contract.

(9) The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

(10) The NCUA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the NCUA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

(c) *Subcontracts*. The Contractor shall incorporate the substance of this clause, its terms, and requirements including this paragraph, in all subcontracts under this contract vehicle, and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

9.7500-1 Contractor Personnel Security Requirements (DEC 2018)

(a) *Definitions*. As used in this clause—

Contractor Personnel means an individual who performs work for or on behalf of the NCUA under a contract, and who, in order to perform the work specified under the contract, will require access to NCUA facilities, information, and/or IT systems. This includes both contractors and subcontractors.

Lawful Permanent Resident means any person who is not a citizen of the United States (U.S) and is residing in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant, also known as a permanent resident alien, resident alien permit holder, and green card holder.

NCUA information means any information concerning a person or organization that is not public information, including any nonpublic Personally Identifiable Information.

NCUA facilities means any agency-owned or leased facility space, including building lobbies and hallways, and unoccupied areas such as renovations, construction space, stairwells, and elevators. “Fitness” means the level of character and conduct determined necessary for an individual to perform work for, or on behalf of the NCUA as a contractor employee.

(b) To safeguard the NCUA workforce and comply with Homeland Security Presidential Directive-12 (HSPD-12), Federal Information Processing Standards (FIPS) 201-2, Executive Order 13488, and Office of Personnel Management (OPM) regulations, NCUA requires all contractor employees, regardless their level of access to NCUA Information, IT systems and/or NCUA facilities, to undergo personnel security processing by the Office of Continuity and Security Management (OCSM) to determine their fitness to work for, or on behalf of, the Federal government.

(1) All contractor employees assigned to work on NCUA contracts in positions designated as moderate or low risk must be U.S. citizens or non-U.S. citizens with Lawful Permanent Resident (LPR) status.

(i.) Non-U.S. citizen contractor applicants with LPR status must have resided in the United States for three of the preceding five years to be eligible to work on an

NCUA contract.

- (2) All contractor employees assigned to work on NCUA contracts in positions designated as high risk must be U.S. citizens.
- (3) Once a prospective contract employee applies for a position and receives a favorable evaluation by the Contractor, the Contractor shall submit to the Contracting Officer's Representative (COR), the following forms for each prospective contract employee:
 - i. *Declaration for Federal Employment (OF 306)*, and
 - ii. *Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act* form.
- (4) All prospective contract employees will be required to complete the appropriate security paperwork and be fingerprinted to initiate the personnel security process, as identified in paragraph (c) of this clause. OCSM will provide instructions for completing the personnel security process directly to the prospective contract employee in direct consultation with the COR.
- (5) NCUA requests a minimum of twenty-one (21) days to allow for personnel security processing prior to the commencement of work by the contract employee.
- (6) OCSM shall have and exercise full and complete control over granting, denying, withholding, or terminating fitness determinations for contractor employees. All fitness determinations are made in accordance with the adjudicative standards outlined in 5 CFR 731. OCSM may, as it deems appropriate, authorize and grant an initial HSPD-12 determination, which will allow for access to NCUA facilities and IT systems before a final fitness determination is made upon completion of the background investigation.
- (7) A favorable initial HSPD-12 determination shall not be assurance that OCSM will grant a favorable final fitness determination.
- (8) Contractor personnel will not be permitted to work on a contract or have access to NCUA facilities, systems, or information until an initial favorable fitness determination has been rendered.

(c) Required Forms for Fitness Determination.

Sensitivity/ Risk	Background Investigation	eQIP Form	Other Required Forms		Other Inquiries
Special Sensitive	T5	SF86			OF 306 Fingerprint Enrollment
Critical Sensitive	T5	SF86			
Non- Critical Sensitive	T5	SF86			
High Risk	T4	SF85P			
Moderate Risk	T2	SF85P or 85PS (CU EXAM)	Additional Branching Questions for Moderate Risk Positions	Credit Release	
Low Risk	T1	SF85			

9.7500-2 Personal Identity Verification of Contractor Personnel (DEC 2018)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency

NCUA-22-C-00021 – OMWI Diversity Magazine Advertisement for Recruitment Outreach
Attachment 2 – NCUA Contract Terms and Conditions

in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

- End of NCUA Terms and Conditions -

Itemized pricing proposal for each year

2022 - Black EOE Journal (\$2,500), HISPANIC Network Magazine (\$2,500), Professional WOMAN'S Magazine (\$2,500), U.S. Veterans Magazine (\$7,500), 2-DIVERSEability Magazine (\$5,000) Pride Newsletter (\$2,500) Total: \$22,500

2023 – Black EOE Journal (\$5,000), HISPANIC Network Magazine (\$5,000), Professional WOMAN'S Magazine (\$5,000), U.S. Veterans Magazine (\$10,000), DIVERSEability Magazine (\$5,000) Total: \$30,000

2024 – Black EOE Journal (\$5,000), HISPANIC Network Magazine (\$5,000), Professional WOMAN'S Magazine (\$5,000), U.S. Veterans Magazine (\$10,000), DIVERSEability Magazine (\$5,000) Total: \$30,000

2025 - Black EOE Journal (\$5,000), HISPANIC Network Magazine (\$5,000), Professional WOMAN'S Magazine (\$5,000), U.S. Veterans Magazine (\$10,000), DIVERSEability Magazine (\$5,000) Total: \$30,000

2026 - HISPANIC Network Magazine (\$2,500), Professional WOMAN'S Magazine (\$2,500), U.S. Veterans Magazine (\$10,000), DIVERSEability Magazine (\$2,500) Total: \$17,500

Base Year Total plus Options: \$130,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 01/01/2023	4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ23-MWI002	5. PROJECT NO. (If applicable)	
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE CFO	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DIVERSITYCOMM INC. Attn: RICHARD ABBOUD 18 TECHNOLOGY DR STE 170 IRVINE CA 926182313		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA22C00021	
		10B. DATED (SEE ITEM 13) 06/06/2022		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
X	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAY 2015)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) UEI: LWBKSWPW3GT5 The purpose of this modification is to exercise Option Period 1 for calendar year 2023, Subject to the Availability of Funds. No additional funding is obligated at this time. A modification will be done in January 2023 to provide the funding in the amount of \$30,000.00. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until the funds are made available to the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. All other terms and conditions remain unchanged.				
Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		EARL O'NEAL		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		EARL O'NEAL Digitally signed by EARL O'NEAL Date: 2022.12.20 13:41:40 -05'00'		
		(Signature of Contracting Officer)		

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
DIVERSITYCOMM INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	<p>Contracting Officer: Earl O'Neal, eoneal@ncua.gov, 703-518-6413</p> <p>Contracting Officer's Representative: Scot Evans, sevans@ncua.gov, 703-518-1624</p> <p>Payment: NC DELPHI EINVOICING NCUA Delphi eInvoicing System https://einvoice.esc.gov</p> <p>Accounting Info: 4056XXRN0.2023.0100000000.9360149400.2510B.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 06/01/2022 to 12/31/2026</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>Option Period 1 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Award Type: Firm-fixed-price</p> <p>Accounting Info: 4056XXRN0.2023.0100000000.9360149400.2510B.610000 00.0000000000.0000000000.0000000000.0000000000 \$30,000.00 (Subject to Availability of Funds) Period of Performance: 01/01/2023 to 12/31/2023</p>				30,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 01/01/2023	4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ23-MWI005	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE CFO	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DIVERSITYCOMM INC. Attn: RICHARD ABBOUD 18 TECHNOLOGY DR STE 170 IRVINE CA 926182313		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA22C00021	10B. DATED (SEE ITEM 13) 06/06/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$30,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

UEI: LWBKSWP3GT5

The purpose of this administrative modification is to make 2023 funding available for line item 00002. As a result of this modification, the funding obligated on the contract is increased from \$22,500.00 by \$30,000.00 to \$52,500.00.

Contracting Officer's Representative: Scot Evans, sevans@ncua.gov, 703-518-1624

Contracting Officer: Earl O'Neal, eoneal@ncua.gov, 703-518-6413

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EARL O'NEAL	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA EARL O'NEAL Digitally signed by EARL O'NEAL Date: 2023.01.18 15:17:10 -0500 (Signature of Contracting Officer)	16C. DATE SIGNED

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NCUA22C00021/0002

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NAME OF OFFEROR OR CONTRACTOR
 DIVERSITYCOMM INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	Payment: NC DELPHI EINVOICING NCUA Delphi eInvoicing System https://einvoice.esc.gov Accounting Info: 4056XXXRN0.2023.0100000000.9360149400.2510B.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 06/01/2022 to 12/31/2026 Change Item 00002 to read as follows (amount shown is the total amount): Option Period 1 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Award Type: Firm-fixed-price Period of Performance: 01/01/2023 to 12/31/2023				30,000.00

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 01/01/2024	4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ24-MWI001	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE CFO	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DIVERSITYCOMM INC. Attn: RICHARD ABBOUD 18 TECHNOLOGY DR STE 170 IRVINE CA 926182313	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA22C00021
		10B. DATED (SEE ITEM 13) 06/06/2022
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$30,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	NCUA clause 9.5400-3 Option to Extend the Term of the Contract (Dec 2018)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: LWBKSWP3GT5

The purpose of this modification is to exercise Option Year 2 for calendar year 2024 and make 2024 funding available for line item 00003. As a result of this modification, the funding obligated on the contract is increased from \$52,500.00 by \$30,000.00 to \$82,500.00. All other terms and conditions remain unchanged.

Contracting Officer's Representative: Scot Evans, sevans@ncua.gov, 703-518-1624

Contracting Officer: Earl O'Neal, eoneal@ncua.gov, 703-518-6413

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EARL O'NEAL
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA EARL O'NEAL <small>Digitally signed by EARL O'NEAL Date: 2024.01.22 22:26:42 -0500</small>
	16C. DATE SIGNED
	_____ (Signature of Contracting Officer)

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NCUA22C00021/0003

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 DIVERSITYCOMM INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00003	<p>Payment: NC DELPHI EINVOICING NCUA Delphi eInvoicing System https://einvoice.esc.gov</p> <p>Accounting Info: 4056XXRN0.2024.0100000000.9360149400.2510B.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 06/01/2022 to 12/31/2026</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p> <p>Option Period 2 - OMWI Diversity Magazine Advertisement for Recruitment Outreach Services Obligated Amount: \$30,000.00</p> <p>The Contractor shall submit invoices electronically to https://einvoice.esc.gov, the Delphi invoicing web-portal, for payment. Delphi invoicing access requires authentication through www.login.gov. All persons accessing Delphi invoicing must have their own unique user ID and be credentialed through www.login.gov.</p>				30,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 01/30/2025	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE CFO	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DIVERSITYCOMM INC. Attn: RICHARD ABOUD 18 TECHNOLOGY DR STE 170 IRVINE CA 926182313		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA22C00021	10B. DATED (SEE ITEM 13) 06/06/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination (May 2021)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office

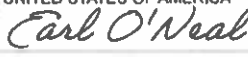
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

UEI: LWBKSWPW3GT5

In accordance with NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination for the Government's convenience, contract NCUA-22-C-00021 is hereby terminated for the convenience of the government. The termination is effective today January 30, 2025.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EARL O'NEAL
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
DIVERSITYCOMM INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: NC DELPHI INVOICING NCUA Delphi eInvoicing System https://einvoice.esc.gov Period of Performance: 06/01/2022 to 01/30/2025				