

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>NCUA-RQ23-MWI026</b>		PAGE OF <b>1   3</b>			
2. CONTRACT NO. <b>NCUA23C00046</b>		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL: <b>AMY SUBER</b>			b. NAME			d. TELEPHONE NUMBER (No collect calls) <b>703-518-2540</b>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY <b>Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314</b>			CODE <b>DPF</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <b>561499</b>	
					<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)				
					<input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				
					<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)			SIZE STANDARD: <b>\$21.5</b>	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)			13b. RATING		
							14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		
15. DELIVER TO <b>Minority &amp; Women Inclusion NCUA 1775 Duke Street Alexandria VA 22314</b>			CODE <b>MWI</b>		16. ADMINISTERED BY <b>Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314</b>			CODE <b>DPF</b>	
17a. CONTRACTOR/OFFEROR <b>OPTIMAL SOLUTIONS GROUP, L.L.C. Attn: MARK D TURNER 5825 UNIVERSITY RESEARCH CT STE 1100 COLLEGE PARK MD 207403830</b>			CODE		18a. PAYMENT WILL BE MADE BY <b>NC DELPHI EINVOICING NCUA Delphi eInvoicing System https://invoice.esc.gov</b>			CODE <b>NC DELPHI E INVOI</b>	
TELEPHONE NO.									
<input type="checkbox"/> 17d. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>UEI: WR4LJXNPX627</b> The purpose of contract NCUA23C00046 between The National Credit Union Administration (NCUA) and Optimal Solutions Group, LLC is to procure Credit Union Diversity Self-Assessment (CUDSA) Survey and Support Services in accordance with the attached Statement of Work. The period of performance for contract NCUA23C00046 is:  Base period: December 28, 2023 - December 27, 2024 Option period 1: December 28, 2024 - December 27, 2024 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA <b>See schedule</b>							26. TOTAL AWARD AMOUNT (For Government Use Only) <b>\$430,587.56</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA							<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA							<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ 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. UNITEI  TURE OF CONTRACTING OFFICER <b>Digitally signed by AMY SUBER Date: 2023.12.14 09:37:11</b>				
30b. NAME AND TITLE OF SIGNER (Type or print) <b>MARK TURNER, PRESIDENT AND CEO</b>			30c. DATE SIGNED <b>12/13/2023</b>		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>AMY SUBER</b>			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2025 Option period 2: December 28, 2025 - December 27, 2026 Option period 3: December 28, 2026 - December 27, 2027 Option period 4: December 28, 2027 - December 27, 2028 Option period 5: December 28, 2028 - December 27, 2029  Attached: NCUA23C00046 Attachment 1 CUDSA Support Services SOW NCUA23C00046 Attachment 2 Terms and Conditions  Delivery: 10 Days After Award Accounting Info: 4056XXXRN0.2023.0100000000.9360159999.25199.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 12/28/2023 to 12/27/2029				
00001	Base Period Task 1: CUDSA Interactive Web Interface Development Base Period (Fixed Price) Obligated Amount: \$42,345.65				42,345.65
00002	Base Period Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting Continued ...				43,869.61

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NCUA23C00046

PAGE OF  
 3 3

NAME OF OFFEROR OR CONTRACTOR  
 OPTIMAL SOLUTIONS GROUP, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(FIXED PRICE) Obligated Amount: \$43,869.61				
01002	Option Period 1 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE) (Option Line Item)				66,041.84
02002	Option Period 2 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE) (Option Line Item)				67,428.72
03002	Option Period 3 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE) (Option Line Item)				68,844.72
04002	Option Period 4 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE) (Option Line Item)				70,290.46
05002	Option Period 5 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE) (Option Line Item)				71,766.56
	The obligated amount of award: \$86,215.26. The total for this award is shown in box 26.				

## 1.0 Background

The National Credit Union Administration (NCUA) is an independent federal agency that regulates, charters, and supervises federal credit unions throughout the United States and its territories. The NCUA administers the Federal Credit Union Act created by Congress to serve, protect, and promote a safe, stable national system of cooperative financial institutions that encourage thrift and offer a source of credit for their members. The NCUA insures savings in federal and most state-chartered credit unions through the National Credit Union Share Insurance Fund (NCUSIF), a federal fund backed by the full faith and credit of the United States Government. The agency is headquartered in Alexandria, Virginia, and has three Regional Offices located in Alexandria, Virginia; Austin, Texas; and Tempe, Arizona. Additional information about the NCUA is available at [www.ncua.gov](http://www.ncua.gov).

The NCUA assesses diversity policies and practices within credit unions:

- As a requirement of Section 342 of the Dodd-Frank Act
- To understand trends in the demographic diversity and diversity, equity and inclusion (DEI) practices within the credit union industry
- To encourage credit unions to provide products and services to a broader range of consumers and to do business with a broader range of businesses including those in underserved communities.
- To encourage hiring, retention, and promotion of minorities, women, and other underrepresented groups within credit unions
- To reduce incidences of discriminatory practices within credit unions

The NCUA's Office of Minority and Women Inclusion (OMWI) is responsible for measuring, monitoring, and establishing policies for diversity and inclusion in the agency's management, employment, and business activities as documented above. Relevant to this Statement of Work, OMWI is also required under Section 342 of the Dodd Frank Act of 2010 to assess the diversity policies and practices of entities regulated by the NCUA. The OMWI conducts this assessment annually through the administration of a Credit Union Diversity Self-Assessment (CUDSA) survey. The OMWI utilizes the results of the CUDSA survey to understand and evaluate the following 5 DEI standards as they relate to the credit union industry:

- Organizational Commitment to Diversity and Inclusion.
- Workforce Demographic Profile and Employment Practices.
- Procurement and Business Practices (i.e. Supplier Diversity);
- Practices to Promote Transparency of Organizational Diversity and Inclusion; and
- Approach to Self-Assessment of Organizational Diversity Policy and Practices.

## 2.0 Scope

The NCUA requires a contractor to serve as the third-party administrator for the CUDSA, currently administered by the NCUA, and provide support services related to the CUDSA and

provide reports from the aggregated data. The NCUA requires the contractor to administer the CUDSA annual from October 1<sup>st</sup> of each year to Jan 31 (approximately a 3-month open period). Upon the end of the CUDSA open period, the contractor will provide a summary of findings/aggregated data for the OMWI report to congress that's due around March of each year. The NCUA will also require the contractor to provide a full report of the aggregated data from the CUDSA. This report is provided to the CU industry annually around June of each year after final review and approval of the NCUA. Over the years NCUA has increased the CUs participation in the CUDSA, with 480 credit unions out of 4780 responding in 2022, which participation doubled from the previous year of only approximately 240 submissions in 2021. NCUA's goal is to continue to increase response numbers year over year.

### **3.0 CUDSA Survey and Support Requirements**

The CUDSA currently is currently administered by the NCUA. The contractor shall serve as the third-party administrator for the CUDSA. The contractor shall administer the CUDSA electronically to all federally insured credit unions (approximately 4,800). The current version of the survey has 28 questions and approximately 20 sub-questions, to which credit unions can respond by clicking "Yes" or "No" to each individually. To successfully submit the assessment, the credit union must provide an answer to all 28 questions and the sub questions. The following link is sample CUDSA that is indicative of the types of questions that can typically be found in the survey: <https://ncua.gov/files/publications/about/diversity-inclusion/cudsa-form.pdf>

The CUDSA administration technical requirements include but are not limited to the following:

#### **3.1 Task 1: CUDSA *Interactive Web Interface Development* Base Period (CLIN 0001)**

The contractor shall develop an interactive web based platform that includes the NCUA-provided questions covering the joint standards: [Credit Union Diversity Self-Assessment | NCUA.](#)

In coordination with OMWI, the contractor shall create an interactive web-based platform for credit unions to respond to questions regarding the five joint standards as follows:

- a. Organizational Commitment to Diversity and Inclusion
- b. Workforce Profile and Employment Practices
- c. Procurement and Business Practices—Supplier Diversity
- d. Practices to Promote Transparency of Organizational Diversity and Inclusion
- e. Practices for Monitoring and Assessment of Diversity Policy and Practices data obtained from survey results.

The assessment shall include the current 28 questions and approximately 20 sub questions approved by the Office of Management and Budget (OMB) to access the credit unions DEI policies and practices. The Contractor shall meet with OMWI regularly during the development process to evaluate recommendations in support of an iterative process to expedite delivery. Meetings may take place in person, over the phone, or using video conference systems and will be scheduled jointly by the NCUA and the contractor.

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- The web-based survey shall allow users to save work and return to complete.
- Allow users to print current responses.
- Limit users to only submit a single questionnaire per credit union annually.
- Shall allow for data to be extracted and moved elsewhere.
- Institute multi-factor authentication or other means of restricting access to authorized parties only and ensuring confidentiality of respondents and collected information.
- Shall allow for the ability to purge any data collection(s) at the request of the NCUA. The NCUA request for the data would generally be at the closing of administering the survey but maybe request adhoc.
- Fully comply with Section 508 standards to ensure accessibility as stated in clause 9.4203-1 Information Technology Accessibility Section 508 Standards (DEC 2018)

**3.2 Task 2: CUDSA Survey Distribution and Results Management (Base and Option Years CLINs X002): *The contractor shall:***

- Distribute the web-based platform to all federally insured credit unions (approximately 4,800). Contact information will be provided by the NCUA to the contractor.
- Provide a custom link to each credit union through which credit unions can access, complete, review and submit the survey, along with adequate server space to host the data year over year.
- NCUA should have administrative rights to the web-based platform.
- Implement effective controls to properly limit assessment submissions (one submission per credit union per year)
- Develop customized automated email reminder messaging depending on status of the CUs submission.
- Provide NCUA regular updates (weekly) on the status of responses.
- Coordinate with the NCUA on maintaining compliance with federal regulations concerning information collections (e.g., the Paperwork Reduction Act). NCUA shall provide the contractor with current NCUA policies to assure compliance.
- Provide a monthly report to the COR. Monthly report shall include at a minimum, summary of responses, results, and survey statistics.
- Provide NCUA weekly participation reports or a method for NCUA to have the ability to retrieve that information ad hoc.
- Issue periodic communications to credit unions during the open period for survey submission including reminders to complete the survey. The open period for the survey is from October 1<sup>st</sup> to January 31<sup>st</sup> of each year.
- Provide NCUA a data file with all data collected during assessment upon request.
- Effectively troubleshoot technical issues that might arise for credit union users of web based platform, that include an FAQ or a live person that can assist.

**3.2.1 Credit Union Results Management:**

The contractor shall provide responding credit unions an immediate report of their responses to the CUDSA.

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- Final report for aggregated results per NCUA’s direction with NCUA-approved format
- Produce automated, validated custom aggregated reports per NCUA’s requests.
- An automated tool by which a report is provided to participating credit unions after submission.

**3.3 Task 3: CUDSA Reporting (develop and deliver a yearly report assessment) (Base and Option Years CLINs X002):**

OMWI publishes a [publicly available report](#) annually on the aggregate results of the CUDSA. The report includes a historical trendline analysis, as well as year-over-year results. The contractor shall review past reports, evaluate the existing credit union diversity self-assessment reports available on [NCUA.gov](#) when developing and proposing an electronic report format and contents for NCUA approval. The contractor shall provide suggested format and structure changes to the CUDSA report to make it more relevant and useful for credit unions.

Task 3.3 deliverables:

- Report with NCUA-approved format (compliant with Section 508 for accessibility) in both MS Word and Adobe PDF versions in accordance with the deliverables and delivery schedule.

**4.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION**

No equipment will be provided by the NCUA.

**4.1 Government Furnished Information**

- [Home | A Guide to the Paperwork Reduction Act \(digital.gov\)](#)
- [PUBL203.PS \(govinfo.gov\)](#)
- [Diversity and Inclusion | NCUA](#)
- [2021 Credit Union Diversity Self-Assessment Results Report \(ncua.gov\)](#)
- [Publications & Reports | NCUA](#)
- [Credit Union Diversity Self-Assessment | NCUA](#)
- [Credit Union Diversity Self Assessment \(CUDSA\) \(ncua.gov\)](#)

**5.0 DELIVERABLES AND DELIVERY SCHEDULE:**

SOW Reference	Deliverable	Due Date	Deliver to:
3.1	Finalize Web based platform for CUDSA	09/01/2024	COR
3.1	Custom links for CU to submit	September 15 <sup>th</sup> of each year beginning 2024	COR

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3.1	Finalized Messaging for the automated reminders to CUs	September 1 <sup>st</sup> of each year beginning 2024	COR
3.2	Weekly participation Report	Every Wednesday beginning November and will end February 1 <sup>st</sup> beginning 2024	COR
3.2	Monthly summary of responses, results, and survey statistics	2 <sup>nd</sup> Wednesday of each month beginning November and will end February 1 <sup>st</sup> beginning 2024.	COR
3.2	Provide NCUA a data file with all data collected	30 days after the closing of the CUDSA submission time frame beginning 2024.	COR
3.3	Aggregated data reports and write up for the report to congress	March 15 of each year beginning 2024	COR
3.3	Full CUDSA report with aggregated data and write up	May 1 <sup>st</sup> of each year beginning 2024	COR
6.0	Post Award Meeting	10 business days after award	CO/COR
9.0	Draft Documentation for Security Risk Assessment	60 days prior to the date of the operation of the solution	COR and IT Security POC
9.0	Third-Party Risk Assessment using the NCUA's Vendor Risk Management Platform	60 days prior to the date of the operation of the solution.	COR and IT Security POC

**6.0 POST AWARD MEETING:**

A post-award meeting will be scheduled immediately following contract award and will take place no later than 10 (ten) business days after award. The meeting will be coordinated by the Contracting Officer or COR. At the meeting, the contractor and the NCUA will discuss administrative procedures, contract clarifications, contract requirements and expectations. After the conclusion of the contract discussion, the technical portion of the post award meeting will begin.

**7.0 PLACE OF PERFORMANCE:**

The work will be performed at the contractor's site.



**8.0 PERIOD OF PERFORMANCE:**

- Base period: December 28, 2023 – December 27, 2024
- Option period 1: December 28, 2024 – December 27, 2025
- Option period 2: December 28, 2025 – December 27, 2026
- Option period 3: December 28, 2026 – December 27, 2027
- Option period 4: December 28, 2027 – December 27, 2028
- Option period 5: December 28, 2028 – December 27, 2029

**9.0 IT SECURITY and AUTHORIZATION TO USE:**

The work and the survey responses are considered confidential. The vendor shall ensure the solution achieves an Authorization to Use (ATU) by the NCUA Authorizing Official.

The contractor shall ensure the CUDSA solution, and all applicable software achieves an Authorization to Use (ATU) from the NCUA Authorizing Official.

In order to achieve an ATU, the contractor shall adopt and implement, at the minimum, the policies, procedures, controls, and standards of the NCUA Information Security and Privacy Program to ensure the integrity, confidentiality, and availability of federal information and federal information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. The security and privacy requirements are outlined in the NCUA Information Security Handbook, which is based on NIST SP 800-53. The requirements include, but not limited to, the implementation of management, operational and technical safeguards for the following control families:

- a. Access Control
- b. Security Awareness and Training
- c. Audit and Accountability
- d. Security Assessment and Authorization
- e. Configuration Management
- f. Contingency Planning
- g. Identification and Authentication
- h. Incident Response
- i. System Maintenance
- j. Media Protection
- k. Physical and Environmental
- l. Security Planning
- m. Personnel Security
- n. Risk Assessment
- o. System and Service Acquisition
- p. System and Communication
- q. System and Information Integrity
- r. Program Management

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The contractor shall provide the required documentation and access in accordance with NCUA Clause 9.500-2 and a Federal Risk and Authorization Management Program (FedRAMP) authorization or a Systems and Organization Controls (SOC) 2 Type 2 Report, at least **sixty (60) days** prior to the date of operation of the solution. Where applicable, the contractor shall meet the requirements of the ATU process in accordance with the NCUA Assessment & Authorization (A&A) Process, including the continuous monitoring and annual review requirements. Additionally, as part of the NCUA ATU process, the contractor shall complete a questionnaire in NCUA's third-party risk management tool, Prevalent, and remediate any findings that are of a high or critical risk.

The contractor shall provide the NCUA access to the contractor's data center facilities, installations, operations, documentation, information systems, and personnel used in performance of this effort to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of federal data or to the protection of information systems operated on behalf of the NCUA.

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**9.1304-1 Organizational Conflicts of Interest (DEC 2018)**

(a) *Purpose.* The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the contractor and any of its partners, affiliates or their successors in interest (after this collectively referred to as the "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

*(1) Use of Contractor's Work Product.*

(i) The contractor shall be ineligible to participate in any capacity in National Credit Union Administration (NCUA) contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of one year after completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor is ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this clause precludes the contractor from offering or selling its standard commercial items to the Government.

*(2) Access to and use of information.*

(i) If the contractor, in the performance of this contract, obtains access to information, such as Corporate plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

(A) use such information for any private purpose unless the

information has been released or otherwise made available to the public;

(B) compete for work for the NCUA based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the NCUA.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with all restrictions imposed on disclosure and use of such information.

(c) *Disclosure after award.*

(1) The contractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The NCUA may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, the NCUA may terminate this contract for default.

(d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) *Waiver.* Requests for waiver under this clause shall be directed in writing to the Contracting Officer, and shall include a full description of the requested waiver and the rationale supporting the request. If it is determined to be in the best interests of the Government, the Contracting Officer may grant the waiver, after consultation with the NCUA Office of General Counsel.

(f) *Subcontracts.*

(1) The contractor shall include a clause, substantially similar to this clause, including

this paragraph (f), in subcontracts expected to exceed \$100,000. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant a disclosure of all existing or potential organizational conflicts of interest and shall determine in writing whether the interests disclosed present a significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the Contracting Officer prior to entering into the subcontract.

**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](http://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](http://www.acquisitions.gov).

**9.1307-2 Employee Eligibility Verification (DEC 2018)**

(a) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever

date is later (but see paragraph (a)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to

the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(b) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(c) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(d) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$10,000; and

(3) Includes work performed in the United States.

### **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](http://www.login.gov). All persons accessing Delphi eInvoicing must have their own unique user ID and be credentialed through [www.login.gov](http://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](http://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](mailto: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."

**9.3002-1 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.

**9.3002-5 Environmentally Preferable Products and Services (DEC 2018)**

(a) Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, requires in agency acquisitions of goods and services:

- (1) Use of sustainable environmental practices, including acquisition of bio based, environmentally preferable, energy-efficient, water-efficient, and recycled-content products;
- (2) Use of paper of at least 30 percent post-consumer fiber content; and
- (3) Use of double-sided printing.

(b) Signing this offer or contract indicates the contractor's agreement that all goods and services provided under this contract will comply with the above requirements of Executive Order 13423 and Sections 3(i), 3(k) and 3(l) of 13693.

**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.

**9.3002-13 Prohibition on Contracting Equipment for Certain Telecommunications and Video Surveillance Services of Equipment (AUG 2019)**

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the

Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* 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 on or after August 13, 2019, 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report 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 (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer 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 information in paragraph (d)(2)(i) 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 covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or

services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, 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.

**9.5002-1 Basic Safeguarding of Covered Contractor Information Systems (DEC 2018)**

*(a) Definitions.*

As used in this clause—

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

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

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

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

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

*(b) Safeguarding requirements and procedures.*

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

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing federal contract information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems)



at the external boundaries and key internal boundaries of the information systems.

- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

- (2) This clause does not relieve the Contractor of any other specific safeguarding requirements specified by federal agencies and departments relating to covered contractor information systems generally or other federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Nondisclosure of safeguard information.* The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the NCUA.

(d) *NCUA Inspections.* To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of NCUA data, the Contractor shall afford the NCUA access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(e) *Communication regarding new or unanticipated threats or hazards.*

If new or unanticipated threats or hazards are discovered by either the NCUA or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have federal contract information residing in or transiting through its information system.

**9.5002-2 Cloud Managed Services (DEC 2018)**

**(a) Definitions.**

As used in this clause—

*Managed services* are defined as an IT-enabled business capability provided by a commercial organization and delivered through cloud platforms.

**(b) FedRAMP Requirements Baseline.**

Under this contract, the Contractor shall deliver managed services to the NCUA in accordance with the federal policy for the protection of federal information in cloud services as found in the Office of Management and Budget (OMB) Memo on the Security Authorization of Information Systems in Cloud Computing Environments (December 2011). This policy is the basis for the Federal Risk and Authorization Management Program (FedRAMP) which seeks to develop a trusted, cost-effective and risk-based relationship between federal agencies and cloud service providers (CSPs). In order to achieve the policy objectives of the OMB Memo and to ensure the integrity, security and confidentiality of the NCUA's information and information systems in the cloud environment, the Contractor shall comply with the controls in the most recent FedRAMP cloud computing security requirements baseline for moderate impact systems.

**(c) Required Documentation and Access**

This contract is for cloud computing services from a Joint Accreditation Board (JAB)-certified cloud service provider (CSP).

During contract performance, the Contractor, a JAB-certified CSP utilizing a cloud platform, shall deliver managed services to the NCUA and shall maintain the following documentation using the most current FedRAMP requirements and templates (available at <http://FedRAMP.gov>).

- (1) Security Assessment Report (SAR)
- (2) System Security Plan (SSP)
- (3) Plan of Action and Milestones (POA&M)
- (4) IT System Contingency Plan (CP)
- (5) IT System Contingency Plan Test Results (The COR will notify the Contractor if it needs to meet this requirement.)
- (6) Incident Response Plan
- (7) Continuous Monitoring Plan (CMP)
- (8) Interconnection Agreements/Service Level Agreements/Memorandum of Agreements

This documentation shall be updated and delivered to the Contracting Officer's Representative (COR) within 90 calendar days of any updated FedRAMP requirements. Otherwise, this documentation shall be updated and delivered to the COR within 30 calendar days of any *serious* physical or logical changes at the data centers housing any NCUA-provided data where changes may impact the CSP's operations or security.

For purposes of this clause, a *serious* physical or logical change at the Contractor's data centers

means that a loss of confidentiality, integrity, or availability of NCUA-provided information might:

- (1) Cause a significant degradation in mission capability to an extent and duration that the CSP is able to perform its primary functions, but the effectiveness of the functions is significantly reduced;
- (2) Result in significant damage to CSP assets;
- (3) Result in significant financial loss to the CSP; or
- (4) Result in significant harm to individuals that does not involve loss of life or serious life threatening injuries.

**9.5002-3 FIPS 140 Encryption Requirements (DEC 2018)**

Cryptographic modules used to protect NCUA information must be compliant with the current FIPS 140-2 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to the NCUA for verification prior to data transmission. Encryption is required to protect federal and contractor data when transmitting between systems.

**9.5002-4 Incident Breach Reporting (DEC 2018)**

*(a) Definitions.*

As used in this clause—

*Breach* is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose (OMB Memorandum M-17-12).

*Incident* is defined as an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures or acceptable use policies (OMB Memorandum M-17-12).

*Personally identifiable information (PII)* refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual (OMB Circular A-130).

*(b) Audit/Review Capabilities.* The Contractor will maintain capabilities to determine what federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access federal information, and identify the initial attack vector.

*(c) Reporting Requirements.*



- X Information security (see [OMB M-07-16](#), [OMB M-11-33](#), and [OMB Circular A-130](#) for required topics)
- Privacy training (see [FAR 52.224-3](#) for required topics)
- Records management (see [NARA Bulletin 2017-01 on Agency Records Management Training Requirements](#) for required topics)

The trainings must be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users.

The Contractor shall maintain and, upon request, provide documentation of completion of trainings identified above to the Contracting Officer.

**9.5002-6 Return or Destruction of NCUA-Activity Related Information (DEC 2018)**

Within sixty (60) days after the end of the contract performance period or after the contract is suspended or terminated by the NCUA or by the Contractor for any reason, the Contractor must return all NCUA-provided and NCUA-activity-related information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); including but not limited to information:

- (1) Provided by the NCUA; or
- (2) Obtained by the Contractor while conducting activities in accordance with the contract with the NCUA;
- (3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or
- (4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

The means of returning the information shall be coordinated with the COR at mutually convenient time during the contract period, but not less than ninety (90) days before the end of the period of performance.

The Contractor must confirm in writing (sent to the COR) that all such information has been returned to the NCUA. All costs and resource allocations required for this activity must be the sole responsibility of the Contractor.

**9.5104-1 Privacy Act Notification (DEC 2018)**

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

*Operation of a system of records* means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

*Record* as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's

name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

*System of records on individuals* as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(b) The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(c) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(d) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

**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 5 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) (this award will be designated as MODERATE Risk Level)**

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NCUA-RQ24-MWI025	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE DPF	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTIMAL SOLUTIONS GROUP, L.L.C. Attn: MARK D TURNER 5825 UNIVERSITY RESEARCH CT STE 1100 COLLEGE PARK MD 207403830		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA23C00046	10B. DATED (SEE ITEM 13) 12/14/2023

**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 Net Increase: \$66,041.84

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NCUA clause Option to Extend Term of Contract (DEC 2019)

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: WR4LJXNPX627

The purpose of modification 00001 is to exercise option period 1 in the amount of \$66,041.84. The period of performance for option period 1 is December 28, 2024 - December 27, 2025. All other terms and conditions of the contract remain the same.

**Payment:**

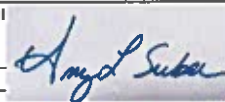
NC DELPHI EINVOICING  
NCUA Delphi eInvoicing System  
<https://einvoice.esc.gov>

**Accounting Info:**

4056XXRN0.2024.0100000000.9360159999.25199.610000

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) AMY SUBER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNI 	16C. DATE SIGNED Digitally signed by AMY SUBER Date: 2024.09.19 15:13:29 -04'00'

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NCUA23C00046/0001

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 OPTIMAL SOLUTIONS GROUP, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
01002	00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 12/28/2023 to 12/27/2029  Change Item 01002 to read as follows (amount shown is the total amount):  Option Period 1 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE)				66,041.84

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Chief Financial Officer NCUA 1775 Duke Street Alexandria VA 22314	CODE DPF	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OPTIMAL SOLUTIONS GROUP, L.L.C. Attn: MARK D TURNER 5825 UNIVERSITY RESEARCH CT STE 1100 COLLEGE PARK MD 207403830	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NCUA23C00046
		10B. DATED (SEE ITEM 13) 12/14/2023

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: WR4LJXNPX627  
In accordance with NCUA Clause 9.3000-1 General Contract Terms and Conditions (L)Termination for the Government's convenience, contract NCUA23C00046 is hereby terminated for the convenience of the government. The termination is effective today January 28, 2025.

Payment:  
NC DELPHI EINVOICING  
NCUA Delphi eInvoicing System  
<https://invoice.esc.gov>  
Period of Performance: 12/28/2023 to 01/28/2025

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) AMY SUBER
15B. CONTRACTOR/OFFEROR	16B. UN
15C. DATE SIGNED	16C. DATE SIGNED Digitally signed by AMY SUBER Date: 2025.01.28 15:27:27 -05'00'





**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NCUA23C00046/0003

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 OPTIMAL SOLUTIONS GROUP, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
01002	this contract. Contract NCUA23C00046 is hereby closed.  Payment: NC DELPHI EINVOICING NCUA Delphi eInvoicing System <a href="https://einvoice.esc.gov">https://einvoice.esc.gov</a> Accounting Info: 4056XXXRN0.2024.0100000000.9360159999.25199.610000 00.0000000000.0000000000.0000000000.0000000000 Period of Performance: 12/28/2023 to 12/27/2029  Change Item 01002 to read as follows (amount shown is the total amount):  Option Period 1 Task 2: CUDSA Survey Distribution and Results Management, Task 3: CUDSA Reporting (FIXED PRICE)				35,196.08