

ATTACHMENT 1

STATEMENT OF OBJECTIVES

1. INTRODUCTION

The National Credit Union Administration (NCUA) is an independent agency of the Executive Branch of the United States responsible for chartering, supervising and insuring federally-chartered credit unions, and insuring the substantial majority of state-chartered credit unions. Its mission is to ensure the safety and soundness of insured credit unions through appropriate regulation and supervision, while effectively managing the agency's resources and the National Credit Union Share Insurance Fund.

2. BACKGROUND

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.

NCUA charters, regulates, and supervises federal credit unions throughout the United State and its territories. 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 NCUSIF insures the savings of more than 90 million account holders in all federal credit unions and the substantial majority of state-chartered credit unions. As of December 31, 2011, there were 4650 federal credit unions and 2795 federally insured state-charter credit unions.

NCUA also administers the Central Liquidity Facility (CLF) and the Community Development Revolving Loan Fund (CDRLF). The CLF serves as a back-up lender for member credit unions, while the CDRLF provides loans and grants to enhance low-income credit union operations.

NCUA is funded by the credit unions it supervises and insures through fees submitted to the NCUA Operating Fund and transfer costs assessed against the NCUSIF. NCUA's headquarters is located in Alexandria, VA. NCUA has five regional offices located in Albany, NY, Alexandria, VA, Atlanta, GA, Austin, TX, and Tempe, AZ, as well as an Asset Management Assistance Center located in Austin TX.

NCUA is a member of The Federal Financial Institutions Examination Council (FFIEC) established by Congress in 1979. FFIEC is a formal interagency body that promotes uniformity and consistency in the examination and supervision of financial institutions by the Board of Governors of the Federal Reserve System (Board or FRB), the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA), the Office of the Comptroller of the Currency (OCC), and the Office of Thrift Supervision (OTS). In 2006, the State Liaison Committee (SLC) was added to the FFIEC as a voting member. The SLC includes representatives from the Conference of State Bank Supervisors (CSBS), the American Council of State Savings Supervisors, and the National Association of State Credit Union Supervisors.

3. SCOPE OF SERVICES

NCUA seeks to engage a qualified vendor to conduct supervisory stress testing of natural person credit unions with assets of \$10 billion or more in accordance with §702.506 Annual Supervisory Stress Testing of NCUA's Rules & Regulations as approved by the agency's board of directors on ([April 24, 2014](#)). A copy of the rule is attached (Attachment 9). This will be available on the NCUA website when published by the Federal Register.

A. Purpose of Engagement

As stated in the final rule, NCUA will conduct an annual stress test of each covered credit union using baseline, adverse, and severely adverse scenarios. For purposes of this RFP, the scenarios will be those developed by the Federal Reserve, and used also by the FDIC, and the OCC for their regulated institutions.

NCUA will conduct the stress test using the credit union's financial data as of September 30 of that year. NCUA stress test analysis will take into account all relevant exposures and activities of a credit union to evaluate its ability to absorb losses in specified scenarios over a 9-quarter horizon. The minimum target stress test capital ratio for covered credit unions, as defined by the rule, is 5 per cent.

The vendor will use standardized models of classes of assets or liabilities based on pooled or other available historical data to forecast future performance. Performance will vary based on portfolio characteristics and the balance sheet composition of each credit union. In conducting a stress test under this subpart, during each quarter of the stress test horizon, the vendor will estimate the following for each scenario for each covered credit union:

- (1) Pre-provision net revenues, loan and lease loss provisions, and net income; and
- (2) The potential impact on the stress test capital ratio, incorporating the effects of any capital action over the stress test horizon and maintenance of an allowance for loan losses appropriate for credit exposures throughout the horizon. The vendor will conduct the stress test without assuming any risk mitigation actions on the part of the covered credit union, except those existing and identified as part of the covered credit union's balance sheet, or off-balance sheet positions, such as asset sales or derivatives positions, on the date of the stress test.

In addition to stating the stress test capital ratio of each covered credit union after the stress test, the vendor must assess the impact of the key variables applicable to each credit union. The vendor must provide a sensitivity analysis of these key variables, and explain the quantified contribution to changes in stress test capital, to allow NCUA to determine the risk exposure of the credit union.

B. Submission Requirements

The vendor will describe the design specifications that will be used in performing the stress tests, and any data specifications required. This will include a description of data history on loans and deposits required to perform the stress tests, of how the vendor may create any proxies required for data that is not available from the credit union, and any external data used to supplement

analysis. The vendor will describe the manner in which it will standardize its analytical approach. The vendor will also describe any customization of credit union data on which it will rely.

Submission materials will describe vendor's prior experience in performing stress testing under FRB or other banking agency parameters.

The respondent to this RFP must provide materials and information to describe how it will accomplish NCUA's stress test objective. The vendor must be able to concurrently evaluate multiple credit unions. NCUA expects the first stress tests will be required for five covered credit unions.

C. Project Requirements

Objective of analysis: To measure impacts to covered credit union capital based on FRB parameters, taking into account material and quantifiable differences between these credit unions by incorporating the knowledge, experience and expertise of the vendor performing the analysis.

1. Project Design

The Contractor shall be responsible for providing a description of the processes and inputs used and assumed in the preparation of all deliverables. All documentation and reports related to the services in this notice must be provided and communicated to NCUA. Key assumptions used in these analyses must be available to NCUA. Key variables may include, but are not limited to, prepayment speeds, default rates, loss severities, macroeconomic variables such as interest rates and home price appreciation, and deposit behaviour methodologies.

At the outset, the vendor will communicate a timetable of critical interim project completion dates, including the final submission. The vendor will state the framework for evaluating data availability, as well methods and actions for addressing any shortcomings in credit union data. The vendor will define and describe technical processes used for accomplishing the statement of objectives.

2. Meetings with Credit Unions

Vendor will meet with credit union representatives to review and discuss data, assumptions and processes the credit union utilizes, including those relating to:

- Loan underwriting/origination guidelines and practices
- Loan servicing practices and strategies
- Loss provisioning
- Investments performance
- Characteristics of member borrowers and shareholders (depositors)
- Review of historical performance of loan and deposit offerings
- Other material practices and exposures, e.g. CUSO investments

The vendor will take into consideration relevant risk management and reporting materials utilized by credit union management. However, the analysis by the vendor will rely only on historical data that is verifiable.

The vendor will conduct any other meetings with credit union representatives and NCUA staff required to accomplish measurement of the stress test capital of the covered credit union. The vendor will construct standard data templates for completion by the credit unions.

3. NCUA Meetings and Delivery Dates

The vendor will schedule regular meetings with NCUA to provide updates on project schedules, progress reports. The vendor will review interim results with NCUA on scheduled dates.

Final results for the first year are due to NCUA by 4/15/2015 for review. Vendor will meet with NCUA on or before 4/30/2015 to discuss results. Delivery of stress test results by NCUA to individual credit unions will occur on or before 5/31/2015.

4. Deliverables

a. Stress Test Written Report

Vendor will prepare and deliver a written report to NCUA addressing:

- Overview of methodology;
- Key assumptions and analytical approaches used in projecting assets, liabilities and other components required to determine stress test capital;
- Assessment of data integrity and reliability provided to the vendor;
- Results of the stress tests stated as a stress test capital ratio for each credit union, and a summary of key risk drivers for each credit union;
- Sensitivities of stress test results to any key variables; and
- Limitations, caveats, and confidence of stress test capital results.

b. Additional Analysis of any CU with Stress Test Capital below the Regulatory Minimum

- Additional analytics as necessary for any CU that fails to meet the minimum Regulatory Stress Test threshold. This analysis will take into account key risk drivers, variables, and sensitivities on which the CU may rely as part of risk assessment that it may perform.

c. Model Documentation

Documentation must include

- Model details;
- Key variables and assumptions;
- Model validation results where applicable;
- Supporting calculations and spreadsheets.

4. CONTRACTOR PERSONNEL

The Contractor should provide contracting support to include a Program Manager, and any additional key personnel who may be deemed at your discretion. Requirements shall be in accordance with this SOO and applicable Federal and Agency regulations.

Key personnel: These are defined as the personnel specified on an individual call issued under the BPA that are considered to be essential to the work the Contractor performs. Prior to diverting any key personnel to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions or replacements, in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder. The Contractor shall not replace any of the key personnel named to work on individual task order(s) without the written consent of the Contracting Officer.

4.1 Program Manager. The Contractor shall provide a Program Manager who shall be responsible for all contractor work performed under the BPA.

4.2 The Program Manager shall be a single point of contact for the Contracting Officer and the Contracting Officer's Representative (COR). It is anticipated that the Program Manager shall be one of the senior level on-site employees provided by the Contractor for the work effort. The name of the Program Manager, and the name(s) of any alternate(s) who shall act for the Contractor in the absence of the Program Manager, shall be provided to the Office of Examination and Insurance as part of the Contractor's proposal. During any absence of the Program Manager, only one alternate shall have full authority to act for the Contractor on all matters relating to work performed under this contract. The Program Manager and all designated alternates shall be able to read, write, speak and understand English. Additionally, the Contractor shall not replace the Program Manager without prior agreement/approval from the Contracting Officer or designated representative.

4.3 The Program Manager shall be available to the COR via telephone between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday, and shall respond to a request for meeting, discussion, or resolution of issues or problems within 24 hours of notification.

4.4 Program Manager (Key Personnel):

Description of Work: The Program Manager shall be responsible for ensuring conformity to contractual obligations, establishing and maintaining master plans and schedules. The Program Manager shall perform day-to-day management of overall contract support operations.

Educational Requirements: The Program Manager shall have a minimum Bachelor's degree, preferably in one of the following disciplines: business, industrial management, marketing, quantitative methods, or organization and management.

Experience Requirements: A minimum of ten (10) years of experience in performing program management support services and/or acquisition support activities or any combination of the two as described in this SOW with a Bachelor's degree, eight (8) years of experience with a Master's degree, or four (4) years' experience with a PhD.

Additional Required Knowledge and Skills: In addition to the experience and educational requirements described above, the Program Manager shall possess the following knowledge and skills:

- Proficient in the following Microsoft applications: Word, Excel, PowerPoint, Outlook
- Ability to communicate effectively, both orally and in writing, with senior personnel
- Ability to read and interpret government policy, regulations, and directives and to apply those interpretations fully and legally to all activities described in this SOW.

4.5 Qualified Personnel. The Contractor shall provide capable and qualified personnel to perform all requirements and tasks specified in the task orders issued under this contract. Contractor personnel proposed for each labor category must possess the experience, knowledge, expertise, and education to fulfill all the requirements listed for their labor category. Contractor employees supporting task orders shall be able to read, write, speak and understand English fluently, and shall be United States citizens per HSAR 3052.204.

4.6 Employee Identification. Contractor employees visiting NCUA and other Government facilities shall wear an identification badge that, at minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees shall comply with all NCUA and Government escort rules and requirements. All Contractor employees shall identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.

4.7 Employee Conduct. The Contractor's employees shall observe and comply with all applicable Federal, Local and Headquarters regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, flag officer courtesy, "off limits" areas, wearing of parts of military uniforms, and possession of firearms). The Contractor shall ensure

that all contractor employees present a professional appearance at all times, and their conduct does not reflect discredit on the United States, or the NCUA.

4.8.1 The Project Manager shall ensure Contractor employees understand and abide by NCUA - established rules, regulations and policies concerning safety and security.

4.8.2 Removing an Employee for Misconduct or Security Reasons. The Government at its sole discretion may direct the Contractor to remove any contractor employee from NCUA facilities for misconduct or security reasons. Such removal does not relieve the Contractor of the responsibility to provide sufficient qualified staff for adequate and timely service. The Government will provide the Contractor with an immediate written rationale for the removal of the employee through the NCUA Contracting Officer.

4.9 Conflict of Interest. The Contractor shall not employ any person who is an employee of the United States Government if that employee could, or would appear to cause a conflict of interest.

4.10 Key Personnel. Before replacing any individual designated as Key by the NCUA, the Contractor shall notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not replace Key Contractor personnel without written acknowledgement from the Contracting Officer. The Government may designate additional Contractor personnel as Key in each task order issued under the MSA.

4.11 Security. Performance of this contract may require the Contractor to gain access to Proprietary Information (includes oral and written communication, data, documentation, material).

4.12 Nondisclosure. Unless otherwise subject to a separate nondisclosure agreement which shall remain in effect during the term of this Agreement, NCUA and the Contractor, to the extent of their right to do so, shall exchange such technical data and other information as is reasonably necessary for each to perform its obligations hereunder. Each party agrees to keep any Proprietary Information in strict confidence, to use the same reasonable efforts to protect such information as are used to protect its own Proprietary Information. The foregoing rights, obligations and restrictions as to Proprietary Information shall survive the termination of this Agreement, but in any event, shall terminate three (3) years from the date of termination of this Agreement; provided, however, that obligations relating to a party's software shall continue unless specifically released in writing by the disclosing party.

4.13 Duty to Protect. The obligation to protect Proprietary Information shall not apply to any of the following: (1) information that has been or is made available to the public by the disclosing party or by a third party; (2) information which becomes lawfully known or available to the receiving party from a source other than the disclosing party; (3) information which is known to the receiving party independently of the disclosing party; (4) information that was independently developed by the receiving party; and (5) information requested in response to a legal request for information, provided, however, that receiving party shall first give disclosing party notice of the

legal request and provide reasonable assistance legally withholding the release of the information, at disclosing party's expense.

4.14 Compliance. The contractor will be required to provide each of its assigned professionals a laptop to be used for each Task Order. The contractor will be required to comply with NCUA IT Security Policies. To assist the Contractor in complying with the confidentiality provisions of the agreement, NCUA will provide the Contractor with electronic copies of four (4) key NCUA internal documents. The Contractor agrees to comply with the provisions of the four (4) documents to the greatest extent possible. The four (4) key NCUA internal documents are:

1. Security of Confidential Information on Laptops – Attachment 1
2. Agency-wide Information Security Policy and Procedures – Attachment 2
3. Security of External Party's Documentation – Attachment 3
4. Breach Notification Policy – Attachment 4

4.15 Identification/Access Cards. All Contractor employees working for NCUA shall utilize NCUA's System to apply for a PIV card for their employees that require access to a NCUA or other federally controlled computer information system.

The Contractor shall submit a list of employees to the Contracting Officer's Representative (COR) for the PIV within 3 days after contract award.

The Contractor shall provide such forms to or request such information from Contractor employees that may be necessary for obtaining access credentials. Completed forms and information shall be submitted as directed by the COR. Contractors are responsible for the accuracy and completeness of the information submitted and for any liability resulting from the Government's reliance on inaccurate or incomplete information.

Contractor or subcontractor employees who are declined access credentials are ineligible to perform work that requires a secured clearance under this contract. When an employee with access is no longer performing work under this contract, the Contractor shall notify the COR on the same day the employee stops working and shall deliver the access credentials to the COR within seven (7) calendar days after such notification.

ATTACHMENT 2 CONTRACTOR STAFFING CHANGE REPORT

Contract/Order/Call Number: _____

Employees who left the contract in the past 60 days:

(If no employees have left the contract during this period, indicate “none in the column labeled “last name.”)

Last Name	First	MI	Date Separated

Employees who joined the contract in the past 60 days:

(If no employees have joined the contract during this period, indicate “none in the column labeled “last name.”)

Last Name	First	MI	Date Separated

Manager’s Certification:

Contract Number:	Company Name:	Project Manager (Please Print):	Date:

Project Manager’s Signature

Date

ATTACHMENT 3 PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS TO OFFERORS SENDING REFERENCE QUESTIONNAIRE FORMS:

Section A (Part I and Part II) shall be completed by the offeror (the firm requesting the reference) prior to issuing the questionnaires. The offeror shall send the questionnaires for relevant projects that are in progress or completed in the past three (3) years to the individuals who will provide the reference. For Government contracts, send to the Contracting Officer or Technical Representative. For commercial references, send to personnel with duties similar to those for Government contracts. The reference shall send the completed questionnaire to the email address identified below. NCUA will not accept questionnaires submitted directly to NCUA by the offeror. Only questionnaires submitted from the offeror's reference will be accepted. It is the responsibility of the offeror to follow-up and encourages references to submit the questionnaire to NCUA. The completed questionnaire shall be submitted via e-mail directly from the person providing the reference.

INSTRUCTIONS TO PERSON PROVIDING REFERENCE:

In order to assess potential vendors under the National Credit Union Administration's Human Resources Tools and Technologies' acquisition, NCUA is seeking past performance information with respect to each offeror. As a reference for work performed by the firm identified in Section A of this questionnaire, your candid response will assist in the evaluation process. Please complete Section B (Part I and Part II) of the questionnaire as thoroughly as possible and submit to eoneal@ncua.gov or OCFOProcurement@ncua.gov no later than **5:00 PM Eastern Standard Time (EST), May 27, 2014**. The subject line in the submission e-mail shall clearly indicate: **Stress Testing Services Past Performance Questionnaire Submission for Offeror [Name]** and the message shall originate from the reference's government or commercial e-mail system.

In addition to this questionnaire, you may receive a follow-up phone call to confirm or clarify information. This is a major acquisition within NCUA and your input into this evaluation is greatly appreciated. If you have questions regarding this questionnaire or require assistance, please submit inquiries to [**eoneal@ncua.gov**](mailto:eoneal@ncua.gov) & [**OCFOProcurement@ncua.gov**](mailto:OCFOProcurement@ncua.gov).

SECTION A

TO BE COMPLETED BY TECHNICAL EVALUATION PANEL

PART I: OFFEROR INFORMATION

COMPANY NAME AND DIVISION NAME OF OFFEROR:

OFFEROR ADDRESS:

OFFEROR DUNS:

PART II: PAST PERFORMANCE INFORMATION

TITLE OF PROJECT/CONTRACT NUMBER FOR WHICH REFERENCE IS REQUESTED:

PROCUREMENT VEHICLE (e.g. CONTRACT/ORDER/SUBCONTRACT/OTHER):

TYPE OF CONTRACT (e.g. NEGOTIATED, SEALED BID):

PRICING TYPE: (Check all that apply)

FP FP-EAP CPMF-Completion CPMF-Term CPIF CPAF ID/IA BOA

Requirements Labor-Hour T&M CR Other (Specify) _____

DATE OF AWARD:

PERIOD OF PERFORMANCE (INCLUDING OPTIONS):

CONTRACT AMOUNT:

- INITIAL CONTRACT DOLLAR VALUE (W/OPTIONS): _____
- FINAL CONTRACT DOLLAR VALUE (W/OPTIONS): _____

ROLE ON PROJECT:

- PRIME
- SUBCONTRACTOR (EXPLAIN TYPE AND EXTENT OF SUBCONTRACTING, IF APPLICABLE):
- OTHER (EXPLAIN)

GENERAL DESCRIPTION OF TYPE OF SERVICES/PRODUCTS REQUIRED UNDER THE CONTRACT:

DESCRIBE COMPLEXITY OF WORK:

SECTION B*TO BE COMPLETED BY PERSON PROVIDING REFERENCE***PART I: REFERENCE INFORMATION****NAME & TITLE:****ORGANIZATION (INCLUDING AGENCY AND/OR COMPANY):****CONTRACT ROLE (e.g. CO, COTR, PM):****ADDRESS:****PHONE NUMBER:****FAX NUMBER:****E-MAIL:****PART II: INFORMATION ABOUT PROJECT/CONTRACT FOR WHICH REFERENCE IS REQUESTED**

Please identify and correct any information that is not accurate in Section A.

Please objectively assess the requesting firm in each performance element below by assigning an "X" to the most appropriate rating:

Rating	Definition
Exceptional/High Confidence (Exceptional)	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence (Very Good)	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Some Confidence (Satisfactory)	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
Neutral/Unknown Confidence (Neutral)	No relevant performance record identifiable. There is unknown confidence.
Marginal/Little Confidence (Marginal)	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
Unsatisfactory/No Confidence (Unsatisfactory)	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Performance Element	Exceptional	Very Good	Satisfactory	Neutral	Marginal	Unsatisfactory
QUALITY OF PRODUCT OR SERVICE						
1. The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards).						
2. The Contractor submitted accurate reports.						
3. The Contractor utilized personnel that were appropriate to the effort performed.						
COST CONTROL						
1. The Contractor performed the effort within the estimated cost/price.						
2. The Contractor submitted accurate invoices on a timely basis.						
3. The Contractor demonstrated cost efficiencies in performing the required effort.						
4. The actual costs/rates realized closely reflected the negotiated costs/rates.						
SCHEDULE						
1. The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.						
2. The Contractor was responsive to technical and/or contractual direction.						
BUSINESS RELATIONSHIPS						

1. The Contractor demonstrated effective management over the effort performed.						
2. The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost/price, and schedule issues.						
3. The Contractor presented information and correspondence in a clear, concise, and businesslike manner.						
4. The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.						
5. The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.						
6. The Contractor made timely award to, and demonstrated effective management of, its subcontractors.						
CUSTOMER SATISFACTION						
1. The products/services provided adequately met the needs of the program.						
2. The Contractor was able to perform with minimal or no direction from the COR or the TPOC.						
MANAGEMENT OF KEY PERSONNEL						
1. The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.						
UTILIZATION OF SMALL BUSINESS <i>(Respond only if was large Business)</i>						

PLEASE ANSWER "Yes" or "No", as appropriate Given the choice, would you do business with this contractor again?	YES		NO

Additional comments you would like to share:

ATTACHMENT 4 NCUA Clauses

On-Site Working Conditions (July 2013)

(a) NCUA facilities are smoking restricted workplaces. Due to the nature of the work, facilities, and requirements, contractor staff may only smoke outside or in designated smoking areas.

(b) Normal operating hours are 7:00am to 5:00pm, Monday through Friday. Meeting task objectives within specific timeframes may require the working of extended/overtime hours. Any extended hours must be authorized in advance, and certified as worked by the task Government Project Manager(s).

(c) Government personnel observe the following days as holidays:

New Year's Day	January 1 *
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*

* If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

(d) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by the President's Proclamation

(e) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(f) When the Federal, State, Local or other Governmental entity grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and must be guided by the instructions issued by the Contracting Officer (CO) or the Contracting Officer's Representative (COR).

(g) If Government personnel are unavailable for any reason, the Contractor must contact the CO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:

(1) Contractor personnel who are able to continue contract performance (either on-site or at a site other than their normal workstation), must continue to work and the contract price shall not be reduced or increased.

(2) Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort. This may result in a reduction to the contract price.

Contractor Personnel Security Requirements (July 2013)

(a) The U.S. Office of Management and Budget (OMB) Memorandum M-05-24, Personal Identity Verification of Contractor Personnel, is available on-line at <http://www.whitehouse.gov/omb/memoranda/fy2005/m05-24.pdf> and provides guidance in accordance with Homeland Security Presidential Directive – 12 (HSPD-12) and Federal Information Processing Standards Publication Number 201 (FIPS 201).

(b) The Government may require security clearances for performance of this contract. The Contractor agrees to comply with this requirement and must obtain these clearances before beginning work on the contract (N will not allow Contractor employees without clearance in any of its facilities). The Contractor must obtain these clearances by using the eQIP system. If satisfactory security arrangements cannot be made with the Contractor, the required services must be obtained from other sources.

(c) The level of classified access required will be indicated on DD-254 or other appropriate form incorporated into each request requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.

(d) Necessary facility and/or staff clearances must be in place prior to start of work on the contract.

(e) Contractors are responsible for the security, integrity and appropriate authorized use of their systems interfacing with the Government and or used for the transaction of any and all Government business. The Government, through the Government's Contracting Officer, may require the use or modification of security and/or secure communications technologies related to Government systems access and use.

(f) The Government, at its discretion, may suspend or terminate the access and/or use of any or all Government access and systems for conducting business with any/or all Contractors when a security or other electronic access, use or misuse issue gives cause for such action. The suspension or termination may last until such time as the Government determines that the situation has been corrected or no longer exists.

Contractor's Key Personnel (July 2013)

(a) In order to ensure a smooth and orderly startup of work, it is essential that the key personnel specified in the Contractor's proposal be available on the effective date of the contract. If these personnel are not made available at that time, the Contractor must notify the Government Contracting Officer (CO) and show cause. If the Contractor does not show cause, the Contractor may be subject to default action.

(b) The Contractor shall not of its own will remove or replace any personnel designated as "key" personnel without the written concurrence of the cognizant CO. Prior to utilizing employees other than specified personnel, the Contractor shall notify the CO and the Contracting Officer's Representative. This notification must be no later than five (5) calendar days in advance of any proposed substitution and must include justification (including resume(s) of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract performance.

(c) Substitute personnel qualifications must be equal to, or greater than, those of the personnel being substituted. If the Government Contracting Officer and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the Contractor may be subject to default action. If deemed necessary by the Government, substitute personnel must be given an orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule.

(d) In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

(e) The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor must select, supervise, and exercise control and direction over its employees (including subcontractors) under this Contract. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this contract. The Contractor is accountable to the Government for the action of its personnel.

(f) The Contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a regular basis.

Qualifications of Contractor's Employees (July 2013)

The Contracting Officer may require the contractor to remove contractor employees from working on this contract which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor must fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees must be fingerprinted. Each employee of the Contractor who works on this contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

NCUA Standards of Conduct (July 2013)

(a) Personnel assigned by the contractor to the performance of work under this order must be acceptable to the Government in terms of personal and professional conduct. Contractor personnel shall conform to standards of conduct as follows:

(1) No contractor employees shall solicit new business while performing work under this order.

(2) The contractor and its employees shall not discuss with unauthorized persons any information obtained in the performance of work under this order.

(b) Should the continued assignment to work under this order of any person in the contractor's organization be deemed by the Contracting Officer to conflict with the interests of the Government, that person shall be removed immediately from assignment, and the reason for removal shall be fully documented in writing by the Contracting Officer. Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such difficulties impair performance, the contractor may be subject to default.

Organizational Conflicts of Interest (July 2013)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information. An OCI occurs when because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor must include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(e) In the event that a requirement changes in such a way as to create a potential conflict of interest for the Contractor, the Contractor must:

- (1) Notify the Contracting Officer of a potential conflict, and;
- (2) Recommend to the Government an alternate approach which would avoid the potential conflict, or
- (3) Present for approval a conflict of interest mitigation plan that will:
 - (i) Describe in detail the changed requirement that creates the potential conflict of interest; and
 - (ii) Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor must not commence work on a changed requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
- (5) If the Contracting Officer determines that it is in the best interest of the Government to proceed with work, notwithstanding a conflict of interest, a request for waiver must be submitted to the Contracting Officer.

Reducing Text Messaging While Driving (July 2013)

(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.

Notice of Requirement for Certification of Nonsegregated Facilities (July 2013)

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.

Special Requirements for Employing Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (July 2013)

(a) 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.

(b) If this contract contains FAR clauses 52.222-37 (Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans) or 52.222-38 (Compliance with Veterans' Employment Reporting Requirements), you are reminded that your company must comply with the special reporting requirements described in those clauses. Your company must submit information on several aspects of its employment and hiring of special disabled and Vietnam era veterans or other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. You must submit this information no later than September 30 of each year, in the "Federal Contractor Veterans' Employment Report" or VETS-100 Report. The U.S. Department of Labor has established a web site for submitting this report.

For additional information regarding VETS100-100A please visit <http://www.dol.gov/vets/vets-100.html>.

For filing assistance please visit: <http://www.dol.gov/vets/vets100filing.htm>.

Environmentally Preferable Products and Services (July 2013)

(a) Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, requires in agency acquisitions of goods and services (i) use of sustainable environmental practices, including acquisition of biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products, (ii) use of paper of at least 30 percent post-consumer fiber content, and 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 2(i) and 2(h) of Executive Order 13514.

Freedom of Information Act Requests (July 2013)

Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore:

(a) All items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked in all documents submitted to the NCUA (The Government). Marking of items will not necessarily preclude disclosure when the NCUA FOIA Officer determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) No later than five (5) business days after award of a contract, blanket purchase agreement (BPA), or order, the Contractor must provide NCUA a redacted copy of the contract/BPA/order in electronic format. The Contracting Officer will provide this copy, accompanied by a non-redacted copy of the contract/BPA/order, to NCUA's FOIA Officer if NCUA receives any requests for copies of the contract/BPA/order under the FOIA. If NCUA determines that any redacted information does not require protection from public release, NCUA's FOIA Officer will resolve the issue using the procedures set forth in §792.29 of NCUA's FOIA regulation.

Protecting Sensitive Information (July 2013)

(a) **Protecting Sensitive Information.** All contractor and subcontractor personnel shall protect the confidentiality, integrity, and availability of sensitive information, including personally identifiable information (PII), to which they have access.

(b) **Controlling Sensitive Information.** All sensitive information, electronic and paper copy remains the property of NCUA. If contractor or subcontractor personnel moves or copies sensitive information to Contractor's facilities or equipment, they must maintain and store it separately, both physically and logically, from all non-NCUA information. Upon completion or termination of the contract, or at any time the Contracting Office requests it in writing, contractor must return, erase, or destroy all sensitive information on any media under its control or in its possession, as NCUA directs.

(c) **Sensitive Information Defined.** Sensitive information is any information the loss, misuse, or unauthorized access to or modification of which could adversely impact the interests of NCUA in carrying out its programs or the privacy to which individuals are entitled. It includes the following:

- (1) Information that is exempt from disclosure under the Freedom of Information Act, such as trade secrets and commercial or financial information, information compiled for law enforcement purposes, personnel information, information compiled for law enforcement purposes, personnel and medical files, and information contained in credit union examination reports.
 - (2) Information under the control of NCUA contained in a Privacy Act system of records that is retrieved using an individual's name or by other criteria that identifies an individual.
 - (3) PII about individuals maintained by NCUA that if released for unauthorized use may result in financial or personal damage to the individual to whom such information relates. Sensitive PII, a subset of PII, may be comprised of a single item of information (e.g., SSN) or a combination of two or more items (e.g., full name along with financial, medical, criminal, or employment information). Sensitive PII presents the highest risk of being misused for identity theft or fraud; and
 - (4) Information about insurance assessments, liquidation and conservatorship activities, as well as enforcement, legal, and contracting activities.
- (d) Non-Disclosure Agreement. The contractor, all key personnel, and at the discretion of NCUA, any designated non-key personnel working on the contract each must sign a non-disclosure agreement. When NCUA determines non-key personnel are required to sign non-disclosure agreements, the Contracting Officer's Representative will provide the contractor with a written notice of such and shall identify whether the requirement extends to all categories of non-key personnel or selected categories of non-key personnel. The company-level non-disclosure agreement must be signed by an authorized representative of the contractor and delivered to the Contracting Officer at the time of award, with the signed contract. Non-disclosure agreements for key personnel and designated non-key personnel must be delivered to NCUA no later than five (5) business days after starting performance and prior to receiving any sensitive information. The contractor must deliver the non-disclosure agreements signed by key personnel to the Contracting Officer and those signed by designated non-key personnel to the Contracting Officer's Representative. Key personnel and designated non-key personnel who do not sign a non-disclosure agreement will not be permitted to perform work on the contract.

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

(f) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

Method of Payment (July 2013)

Invoices shall be submitted in accordance with the General Contract Provisions and delivered electronically or mailed to:

By U.S. Mail:

NCUA Accounts Payable Branch, AMZ-160

Invoices for services provided by outside vendors and billed collectively to the management company must be accompanied by the actual invoice for services or a copy of the general ledger spreadsheet highlighting NCUA's portion of charges.

Invoices shall contain the following information:

- (a) Contract and/or purchase order number
- (b) Item numbers
- (c) Description of supplies or services
- (d) Size
- (e) Quantities
- (f) Unit prices
- (g) Extended

Contractor Access to NCUA IT Systems (July 2013)

NCUA's Office of the Chief Information Officer and the CO has implemented policies to ensure the security and safety of NCUA's information systems. One policy is the ability to audit who has access to NCUA IT systems. For that reason the contractor must:

(a) Immediately following contract award, the contractor must provide to the distribution list an initial and complete list of employee's names that require access to OCIO's information systems.

(b) The contractor must send a staffing change report (Attachment 2) by the fifth day of each month after contract award to the Contracting Officer's Representative, contract administrator and OCIO on a monthly basis. A template for the submission is attached. The report must contain the listing of all staff members who left or were hired under this contract in the past 30 days. This form must be submitted even if no separation has occurred during this period. Failure to submit a 'Contractor Staffing Change Report' each month will result in the suspensions of all user ids associated with this contract.

(c) Each contractor employee is required to utilize individual identification and authorization to access NCUA systems. Using shared accounts to access NCUA systems is strictly prohibited. OCIO will disable accounts and access to NCUA's systems will be revoked and denied if carriers share accounts. Users of the systems will be subject to periodic auditing to ensure compliance to NCUA OCIO Security and Privacy Policies.

(d) The Government, at its discretion, may suspend or terminate the access and/or use of any or all Government access and systems for conducting business with any/or all Contractors when a security or other electronic access, use or misuse issue gives cause for such action. The suspension or termination may last until such time as the Government determines that the situation has been corrected or no longer exists.

(e) The contractor Contracting Officer's Technical Representative (COTR) and the OCIO Helpdesk must be notified at least 5 days prior to a contractor being removed from a contract. For unplanned terminations or removals of contractor employees from the contractor organization that occur with less than five days notice, the COTR and OCIO Helpdesk must be notified immediately. NCUA Personal Identification Verification (PIV) cards issued to contractors must be returned to the COTR prior to departure.

(f) The contractor must allow NCUA access to OCIO information including data schemas, meta data, and other associated data artifacts that are required to ensure OCIO can fully and appropriately retrieve OCIO information that can be stored, read, and processed.

Section 508 Standards (July 2013)

(a) All electronic and information technology (EIT) procured through this requirement must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

- (b) The following standards have been determined to be applicable to this RFQ:
- (1) 1194.21. Software applications and operating systems.
 - (2) 1194.22. Web-based intranet and Internet information and applications.
 - (3) 1194.23 Telecommunications products.
 - (4) 1194.24 Video and multimedia products.
 - (5) 1194.25 Self Contained, closed products
 - (6) 1194.26 Desktop and portable computers.
 - (7) 1194.31 Functional performance criteria.
 - (8) 1194.41 Information, documentation, and support

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

(d) NCUA is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology 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").

(e) The current deliverable(s) must incorporate these standards as well as any agency specific standards developed by NCUA. The attached technical description contains further information on how this is to be done. Your response to the solicitation should contain documentation of your compliance with these standards. However, the Contracting Officer may request additional technical documentation, if necessary to make this determination.

(f) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(g) In the event of a dispute between you and NCUA, then NCUA's assessment of the Section 508 compliance will control and you will need to make any additional changes needed to conform with NCUA's assessment, at no additional charge to NCUA.

IT Security and Privacy Awareness Training (July 2013)

- All contractor personnel must complete mandatory security and privacy training prior to gaining access to NCUA information systems certified by the contractor manager. Contractor manager will provide completion information to the COTR.

Specialized IT Security Awareness Training for Security Staff (Federal/Contractor) (July 2013)

IT security contractor personnel are required to complete specialized IT security training based on the role-based requirements. NCUA will conduct specialized security training once a year to individuals with elevated access privilege.

HSPD-12 Compliance (July 2013)

The Contactor shall be subject to screening prior to authorizing access to information systems; and rescreening according to change in position risk designation, new position with higher risk designation, or other according to HSPD-12 requirements.

Contract Performance Information (July 2013)

(a) 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.

NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232- 16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

Progress Payments (April 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute two progress payments as 50 percent of the Contractor's total costs incurred under this contract whether or not actually paid and, less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors—

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for—

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 50 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

- (i) Failure to make progress; or
 - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
 - (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
 - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall—
- (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause—
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to—
- (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments—

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcon-

tract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments—

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if—

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for

undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ [Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

ATTACHMENT 5 GOOD FAITH EFFORTS (GFE) CERTIFICATION

I. Annual Certification

No later than the annual anniversary of the effective date of a contract or purchase order exceeding \$100,000 in value, the Contractor must annually submit to NCUA's Contracting Officer a signed and dated certification (identifying the Contractor and contract number) that

- (1) It is committed to equal opportunity in employment and contracting; and,
- (2) It has made and will continue to make, or will make during the course of this contract, a good faith effort to ensure, to the maximum extent possible, the fair inclusion of minorities and women in its workforce and in the workforces of its applicable subcontractors.

If a Contractor is unable to make this certification, it must submit a signed and dated statement explaining why not.

For purposes of this certification,

- (1) "minority" shall have the meaning set forth in Section 342(g) of the Wall Street Reform and Consumer Protection Act, 12 U.S.C. 5452(g); and
- (2) "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.

II. Good Faith Efforts Obligations

- a. 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.
- b. Subcontractors. 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.
- 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., and EEO-1);
 - (4) 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. Definitions. For purposes of the preceding subsections, the terms “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). The Contractor hereby certifies that, if selected as the winning bidder for this contract, it will comply with the terms and conditions set forth in sections I. and II.

Contractor Printed Name

Date

Contractor Signature

Date

|

**ATTACHMENT 6
NON-DISCLOSURE AGREEMENT**

NON-DISCLOSURE AGREEMENT

This document sets forth the terms of an agreement by and between _____ **an institution having a place of business located at** _____ and the **NATIONAL CREDIT UNION ADMINISTRATION (NCUA)** to ensure the protection of information deemed privileged and/or confidential relating to _____ services.

The following controls apply:

1. Confidential and/or proprietary information, as used herein, shall mean any and all information relating to _____, whether this information is relayed to the Contractor through verbal or written communication or derived from observation or analysis of the documents provided to the Contractor themself.
2. The Contractor agrees, in the performance of this contract, to keep information contained in the source documents furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Contractor's possession, to those employees who must have the information to perform the work provided herein, and agrees to immediately notify, in writing, the COR in the event there is reason to suspect a breach of this requirement.
3. Information that is provided or that can be obtained from documents provided to the Contractor is considered privileged and/or confidential to NCUA.
4. Providing information concerning _____ to the Contractor is considered to mutually benefit both parties to this agreement.
5. The Contractor agrees that any confidential information provided by NCUA will be disclosed only on a need-to-know basis to officers and employees of the Contractor and its affiliates, who are obligated to maintain its confidential nature, and such disclosure shall be solely for the purpose of performing under this contract.
6. At the conclusion of all work, all files should be deleted and overwritten on all resident processors and computer equipment to the degree which would preclude the subsequent recovery of information received from NCUA.

Provide a signed copy of this form to NCUA for each individual who will have access to these documents.

I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under Title 18, United States Code, Section 1001.

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT 7 Bid Schedule

Proposals must reflect the price per Credit Union for CY 2014 and each option year.

Base Contract Period (CY 2014) from point of award Cost of Credit Unions #1-#5, per credit union	\$
Option Period 1 (CY 2015) Cost of Credit Unions stress tested in prior year Cost of Credit Unions stress tested for first time	\$ \$
Option Period 2 (CY 2016) Cost of Credit Unions stress tested in prior year Cost of Credit Unions stress tested for first time	\$ \$
Option Period 3 (CY 2017) Cost of Credit Unions stress tested in prior year Cost of Credit Unions stress tested for first time	\$ \$

ATTACHMENT 8

Vendor Registration Form (VRF)

<http://www.ncua.gov/about/Documents/Procurement/VendorRegistration.pdf>

NCUA VENDOR REGISTRATION FORM			
Company Information			
Company Legal Name	<input style="width: 90%;" type="text"/>		
Dun & Bradstreet No. (DUNS)	<input style="width: 60%;" type="text"/>		
Registered in CCR? ¹	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Company Address	<input style="width: 90%;" type="text"/>		
Company City, State and Zip	<input style="width: 90%;" type="text"/>		
Company Phone Number	<input style="width: 60%;" type="text"/>		
Company Fax Number	<input style="width: 60%;" type="text"/>		
Website URL	<input style="width: 90%;" type="text"/>		
Company Industry Information			
Primary Industry Code (NAICS) ²	<input style="width: 40%;" type="text"/>		
Primary Supplies / Services Offered	<input style="width: 90%;" type="text"/>		
Contact Information			
Contact Person Name	<input style="width: 90%;" type="text"/>		
Contact Person Title	<input style="width: 60%;" type="text"/>		
Contact Phone Number	<input style="width: 60%;" type="text"/>		
Contact Person Email Address	<input style="width: 90%;" type="text"/>		
Legal Entity Type (Check one)	Business Classification (Check all that apply)		
<input type="checkbox"/> Individual / Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Subchapter S Corporation <input type="checkbox"/> Subchapter C Corporation <input type="checkbox"/> Limited Liability Corp (LLC) <input type="checkbox"/> Non-Profit <input type="checkbox"/> Foreign Corporation	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Non-Minority <input type="checkbox"/> Small Business³ <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Veteran-Owned <input type="checkbox"/> Service Disabled Veteran Owned <input type="checkbox"/> HUBZone <input type="checkbox"/> 8(a) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Minority-Owned⁴ <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Indian American⁵ <input type="checkbox"/> Other (please explain) </td> </tr> </table>	<input type="checkbox"/> Non-Minority <input type="checkbox"/> Small Business ³ <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Veteran-Owned <input type="checkbox"/> Service Disabled Veteran Owned <input type="checkbox"/> HUBZone <input type="checkbox"/> 8(a)	<input type="checkbox"/> Minority-Owned ⁴ <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Indian American ⁵ <input type="checkbox"/> Other (please explain)
<input type="checkbox"/> Non-Minority <input type="checkbox"/> Small Business ³ <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Veteran-Owned <input type="checkbox"/> Service Disabled Veteran Owned <input type="checkbox"/> HUBZone <input type="checkbox"/> 8(a)	<input type="checkbox"/> Minority-Owned ⁴ <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Indian American ⁵ <input type="checkbox"/> Other (please explain)		
Comments:	<input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/>		

INSTRUCTIONS:

To register as a vendor with NCUA, you must complete the information requested above and submit via email to OMWIMail@ncua.gov or via fax to 703-837-2985. Contact Miguel A. Polanco at mpolanco@ncua.gov, if you have any questions.

Footnotes:

- ¹ Central Contractor Registration (www.ccr.gov) - federal government contractors' registration website
- ² North American Industry Classification System - For your NAICS, enter keyword at <http://www.census.gov/eos/www/naics/>
- ³ A firm is a small business if its average 3-year revenue falls below the revenue size standard for its primary industry code.
- ⁴ A firm is minority-owned, woman-owned, or veteran / service disabled-owned, if it is at least 51% owned and controlled by one or more individuals that are themselves minorities, women or veterans / service disabled veterans, respectively.
- ⁵ *Asian-Indian* : a U.S. citizen whose origins are from India, Pakistan or Bangladesh.

