

**National Credit Union Administration (NCUA)**

**Solicitation: NCUA-14-R-0004**

**Title: Stress Testing Services**

**Issued: April 25, 2014**

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## **1. SOLICITATION**

This is a solicitation for commercial services. The Solicitation number is NCUA-14-R-0004 and is issued as a Request for Proposal (RFP).

The North American Industrial Classification System (NAICS) code is 541611 and the small business size standard is \$14 million.

The successful contractor(s) shall provide NCUA with Stress Testing of Credit Union services. NCUA intends to award a Firm Fixed-Price Multi-year contract to the offeror whose proposal represents the best value to the government. The Period of Performance (POP) for the contract will be four years (base period and three (3) one-year option periods). The base period will begin on or near the date of award and continue through May 31, 2015. The anticipated award date is on or about on/around June, 2014.

## **2. IMPORTANT DUE DATES:**

### **2.1 Proposal Response Due Date**

Proposals must be received no later than **5:00 PM EDT (EST), May 27, 2014**. Proposals submitted in response to this notice shall include the solicitation number in the subject line and be signed, dated and submitted via email to **eoneal@ncua.gov** and **[OCFOProcurement@NCUA.gov](mailto:OCFOProcurement@NCUA.gov)**. Offerors are solely responsible for ensuring their proposals are received at the designated time and place for receipt of proposals.

**Technical and Pricing proposals MUST be in two separate volumes and limit to 50 pages total.** Each of the parts shall be separate and complete, so that evaluation of one may be accomplished independently of and concurrently with the evaluation of the others. **If your technical and price proposal is not submitted in two separate files, your response to this solicitation will be considered non-responsive and withdrawn from consideration.**

### **2.2 Communications and Questions**

All communications and questions concerning this solicitation including requests for clarification shall be made in writing to **eoneal@ncua.gov** and **[OCFOProcurement@NCUA.gov](mailto:OCFOProcurement@NCUA.gov)**. All questions and NCUA's response will be included via solicitation amendment and provided to all offerors. Similar questions will be grouped together for a single response. Responses to questions will not reference the inquiring interested vendor.

Communication and questions concerning this solicitation are due **NO LATER THAN 5:00 PM EDT on May 19, 2014**. Electronic submission of questions and comments shall be emailed to address in paragraph two (2) above. Electronic mail attachments, if included, shall be prepared using Microsoft Word 2007 and lower.

For submission of questions and comments, refer to the specific text of this solicitation. Use the following header in the email subject line.

**Subject: RFP No. NCUA-14-R-0004 – Stress Test Services**

In the body of the email, provide the following:

Reference: RFP Section \_\_\_\_\_, Paragraph(s) \_\_\_\_\_, Page(s) \_\_\_\_\_.

As soon as an offeror is aware of any problem or ambiguity in the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, they must notify the NCUA Contract Specialist via email to [eoneal@ncua.gov](mailto:eoneal@ncua.gov) and [OCFOProcurement@NCUA.gov](mailto:OCFOProcurement@NCUA.gov).

**Note: Communications with officials other than the NCUA Contracting Officer / Contracting Specialist may compromise the competitiveness of this acquisition and result in the cancellation of the solicitation and/or exclusion of your proposal. All communications MUST be in writing and submitted via email to the email address above.**

Vendors not registered in the National Credit Union Administration (NCUA) vendor database at the time the requirement is to be awarded will not be considered. Vendors may register by accessing <http://www.ncua.gov/about/Documents/Procurement/VendorRegistration.pdf>.

### **3. GOVERNMENT FURNISHED PROPERTY/RESOURCES AND INFORMATION**

#### **3.1 Protection of Information.**

3.1.1 Privacy Act Information. Contractor access to information protected under the Privacy Act may be required for services performed under the contract. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

3.1.2 Unclassified But Security Sensitive and Classified Information. Contractor access to unclassified, but Security Sensitive Information and classified information may be required under this contract. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination.

3.1.3 All data acquired and accumulated from the Stress Testing performed in this solicitation shall remain property of NCUA up to and including after termination or if option year(s) are not exercised. This information will be NCUA's property to keep during the duration and after the life of the contract has expired.

#### **3.2 Government Furnished Equipment and Space**

3.2.1 If working onsite at the Central Office location, the Government will furnish the contractor with the following:

3.2.1.1 Work space within the facility for the contractor to provide the work required.

3.2.1.2 Telephones

3.2.1.3 Materials and Supplies

3.2.1.4 Access to all machines necessary (e.g., computer, copiers, faxes, scanners, mail machines, folders, etc.) to complete the work required under the contract

If working offsite, the Contractor will furnish the above items.

**4. DELIVERABLES:**

| Specific requirements for all deliverables will be described in Statement of Objectives.

**5. APPLICABLE DOCUMENTS:**

All Electronic and Information Technology (EIT) procured through this task must meet the applicable accessibility standards at 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, unless an agency exception to this requirement exists.

**6. PLACE OF PERFORMANCE**

Key personnel will report to NCUA Central Office at 1775 Duke Street, Alexandria, VA 22314.

**7. PERIOD OF PERFORMANCE**

The Period of Performance (POP) shall be four years (base year and three (3) one-year option periods). The base period will begin on or around June 2014.

**8. SUMMARY OF REQUIREMENTS:**

8.1 Project Background Information

The ONES, located in Alexandria, VA, manage NCUA’s Office of National Examinations and Supervision resources:

8.2 Project Purpose and Objectives

The purpose of this solicitation is to acquire Stress Test services support for NCUA’s Office of National Examinations and Supervision. The contractor shall provide resources to perform activities including and similar to but not limited to the objectives identified in the statement of objectives (Attachment 1).

**9. TRAVEL:**

Will be in accordance with NCUA travel regulations for contractors located at:



**10. DELIVERABLES:**

Deliverables are the results of all actions taken to accomplish task requirements and descriptions as stated above.

**10.1 Criteria for Acceptance**

The client shall review the contractor deliverables in accordance with all specifications and standards stated in the task start-up procedures discussed during the task kick-off meeting, and any directives issued by the Contracting Officer’s Representative (COR) during the life of this task. Only the COR (or authorized alternate) has the authority to inspect and accept or reject deliverables.

The acceptance of deliverables and satisfactory work performance required herein shall be based upon the timeliness and accuracy of the final product. 50% of the payment will be paid to the awardee after award and the remaining final payment will be paid upon completion of the testing.

**10.2 Schedule and Delivery Instructions**

The specific deliverables and schedule for delivery shall be as agreed upon and documented by the client agency. The client reserves the right to prioritize work and negotiate any delivery dates in a proposal.

**10.3 Contract Award Deliverables Chart:**

**Pre Contract Award**

<b>Contract Deliverable Description</b>	<b>When Delivery is Due</b>	<b>RFP Section</b>
Key Personnel	Part of proposal in response to solicitation	(NCUA Specific Clauses)

## Post Contract Award

<b>Contract Deliverable Description</b>	<b>When Delivery is Due</b>	<b>RFP Section</b>
Current Key Personnel Contact Report	Within 15 days of contract award, within 15 days of any change in contract level Key Personnel, and annually to coincide with exercise of contract option periods	(NCUA Specific Clauses)
Contractor Staffing Change Report	By the 5 <sup>th</sup> date of each month throughout the contract period	<b>Attachment 2</b>

### **11. INSTRUCTIONS TO OFFERORS**

Proposals must be received no later than **5:00 PM EDT, May 27, 2014**. Proposals submitted in response to this notice shall include the solicitation number in the subject line and be signed, dated and submitted via email to [oneal@ncua.gov](mailto:oneal@ncua.gov) and [OCFOProcurement@NCUA.gov](mailto:OCFOProcurement@NCUA.gov). Offerors are solely responsible for ensuring their proposals are received at the designated time and place for receipt of proposals.

**Technical and Pricing proposals MUST be in two separate volumes.** Each of the parts shall be separate and complete, so that evaluation of one may be accomplished independently of and concurrently with the evaluation of the others. **If your technical and price proposal is not submitted in two separate files, your response to this solicitation will be considered non-responsive and withdrawn from consideration.**

The services will be performed at either at the NCUA Central Office or at offsite location at the Offeror's place of business.

This solicitation does not commit the Government to pay any cost associated with the preparation and submission of a proposal in response to this solicitation. The CO is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement.

***NCUA will evaluate only those proposals that fully meet the objectives as outlined in the SOO and that respond to the Instructions to Offerors.***

If NCUA becomes aware that information provided in the proposal is not accurate, or misrepresents the Offeror's status or capabilities, that information may render the Offeror's proposal ineligible for consideration for this contract.

## **12. PREPARING VOLUME 1 – TECHNICAL PROPOSAL**

(a) An offeror’s proposal must demonstrate their ability to provide the full range of services described in the Statement of Objectives that meet or exceed the requirements criteria and represent the best value to the Government.

(b) Offeror(s) are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked.

(c) **Proposals which merely offer to conduct the work in accordance with the requirements of the Government’s scope of work will be considered nonresponsive.** The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

(d) Evaluation of the technical portion of proposals will be conducted by a technical review committee in accordance with the evaluation criteria stated below.

(e) Offerors shall submit their technical proposal using the following format:

### **Tab A - Cover Letter & Executive Summary**

A cover letter shall accompany the proposal to set forth any information that the offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the offeror’s proposal is predicated upon all the terms and conditions of this solicitation and must be signed by an official with the authority to bind the company. In addition, it must contain a statement that the offeror’s proposal acceptance period is valid for 180 days from the proposal submittal date as specified above.

The Executive Summary shall provide an overview of the proposal and is to be used as an aid in understanding the organization, content, and interrelationship of the proposal material.

Information is to be presented at the summary level and should only include general information about the proposal and the offeror’s understanding of, and its capability to meet the requirements of the solicitation.

*Organization and Staffing.* Provide information about your business and the composition and expertise of your personnel that uniquely qualifies you to fulfill the requirements of this RFP. Also, demonstrate your ability to recruit, train and retain personnel.

### **Tab B - References**

Provide reference contacts for three current customers for which you provide services similar to those outlined in this RFP.

### **Tab C – Expertise**

Describe your specific organizational expertise and prior experience in performing stress testing under Federal Reserve Board of Governors or other banking agency parameters.

### **Tab D – Personnel**

*Provide the names and experience of all employees who will be assigned to this engagement.* Each person must have appropriate security clearances in accordance with HSPD-12.

### **Tab E – Key Personnel**

(a) *Provide the names and experience of the key personnel who would be assigned to this engagement.* These people will be essential to the engagement and must be available for the duration of the engagement. Exceptions to this requirement are at the discretion of NCUA. Changes to key personnel without consent of NCUA may result in the termination of the contract. Security clearances for key personnel must meet standards set by OMB for Personal Identification Verification. Offerors must provide complete resumes for key staff. You must submit resumes for each of the key personnel identified for this RFP. Additional key personnel may be named at your discretion. Key personnel include:

- **Program Manager**

(b) Individual resumes shall be no more than four pages in length. Resumes shall include the following:

- Name of person;
- Proposed position, function, or role;
- Proposed labor category;
- Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
- Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held.

(b) Proposed key personnel's resume must be identified as the POC and another as an alternate POC. NCUA will expect individuals proposed as POC or alternate POC to have relevant educational background and experience for their proposed positions. In addition to the POC and alternate POC, resumes the key personnel should be addressed by the proposal. All proposed key staff member resumes must identify the organization with which they are affiliated (i.e., the offeror or a subcontractor).

(c) Letters of commitment are required of all key personnel. The letter of commitment must be directed to supporting this program including the length of an individual's commitment and

must be signed by the individual and a corporate authorized official. The signed letter of intent and the individual's resume must be signed by the individual represented with a statement indicating that:

- The resume is accurate;
- The individual is or will be available to perform work within their proposed position.

## **Tab F – Corporate/Team Experience**

The offeror should address its expertise and accomplishments in areas directly relevant to the requested services described in the statement of objectives. Provide evidence that your company has expert knowledge, certifications (e.g., CMMI, ISO, ITIL, etc.), skills and capabilities, or other expertise or achievements related to the services described in the statement of objectives that increase the offeror's benefit to assisting the Government in the performance of the services described in the statement of objectives.

### Corporate/Team Experience

The offeror shall summarize its corporate experience (including results) with providing services similar to this solicitation that the offeror has successfully performed in the past five years. The information presented shall be in sufficient detail to describe the previous experience and effectiveness of the offeror in similar or closely related work, and to demonstrate the offeror's current ability to accomplish the tasking in this solicitation.

This summary should include:

#### 1. Conflicts of Interest.

Identify any actual or potential conflicts of interest that you would have in undertaking this Engagement to provide NCUA with the services described above.

#### 2. Management Capabilities

Describe company expertise in managing personnel and task issues. This expertise must include the ability to: communicate and manage stakeholder expectations, manage project timelines, resolve conflict, manage personnel transitions, and handle pool surge or expert resource delivery if needed.

## Tab G – Technical Approach

The offeror shall include in its proposal a discussion of the offeror's approach to planning, managing, controlling, and providing the support and services required in the statement of objectives. The offeror should discuss its approach to meeting the requirements of the statement of objectives (within the functional categories) in sufficient detail to demonstrate its understanding of the requirements and to allow NCUA to evaluate the proposed approach in terms of suitability, reasonableness, soundness, and benefit to the Government. Offerors should also address retention of the knowledgebase needed to maintain customer service quality for the services described in the statement of objectives during the contract transition.

- (a) The offeror's technical proposal must present clear evidence that you understand the scope of work as described in the Summary of Requirements, and that your technical approach to accomplishing this work is sound. Include:
- A narrative describing your understanding of this requirement.
  - Indicate the initial plan to gain an understanding of NCUA's operation's needs.
  - Develop a Performance Work Statement (PWS) to best meet the objectives defined in our SOO.
  - Discuss the anticipated methodology to complete the work described in the SOO.
  - Describe any assumptions made in preparing this portion of your response. All assumptions will be evaluated for reasonableness.

## Tab H – Management Approach

You must provide a description of your project management approach and business management plan that identifies and defines methods that you will use for the management and execution of your services.

## Tab I – Past Performance

(a) The offeror shall be responsible for ensuring that each of the past performance references (References) receives, completes and returns **Attachment 3, Past Performance Questionnaire**, to the Contracting Officer. The offeror shall complete Section A, Part I and Part II of the Past Performance Questionnaire only. The completed Past Performance Questionnaire shall not be submitted with the offeror's proposal submission. The offeror's References shall complete Section B of the Past Performance Questionnaire. Both Sections A and B shall be submitted directly via email from the offeror's References to [ecNeal@ncua.gov](mailto:ecNeal@ncua.gov) and [OCFOProcurement@NCUA.gov](mailto:OCFOProcurement@NCUA.gov) the due date established for receipt of offers. Failure to receive a Past Performance Questionnaire from a Reference will result in the non-consideration of the Reference unless the offeror demonstrates that an earnest attempt was made to collect the required information. If that occurs the Government may at the Contracting Officer's discretion, consider the Reference. The message shall originate from the Reference's corporate or

government email system and the “subject” line in the submission email shall clearly indicate:

Subject: RFP No. NCUA-14-R-0004 – Stress Test Services

In the body of the email, provide the following information:

Supported Agency, Scope of the task similar to NCUA, number of contractors, Dollar amount, email and phone number of COR, short description of work and performance.

(b) The Government reserves the right to contact past performance references identified in the proposal and solicit further information about performance in regard to quality, timeliness, price, and business relationship. The accuracy of past performance data, including phone numbers of the points of contact are the full responsibility of the offeror and inaccuracy may result in non-consideration of the reference. Other related past performance information may be sought and used for evaluating completeness and accuracy of the contractor’s proposals. Past performance information may be obtained from a variety of sources including other government agencies.

(c) The offeror shall indicate in this Tab if it has no past performance. Offerors with no past performance will receive a neutral/unknown confidence rating.

(d) The offeror shall indicate in this Tab, references’ contact information to allow NCUA to contact references in receipt of the past performance questionnaire in the event of non- submittal of the questionnaire (Name, Organization, phone number and email address).

(e) Past Performance references for a Joint Venture may be submitted from the entity or the individual companies that comprises it. Joint Ventures with no past performance (i.e., Joint Venture and individual team members) will receive a neutral/unknown confidence rating.

(f) The past performance references should be knowledgeable about the services provided for the specific project(s). Additionally, the past performance references may not be other contractors who are submitting proposals against this RFP.

### **13. PREPARING VOLUME II – PRICING PROPOSAL**

NCUA will issue a Firm Fixed Price (FFP) contract.

- (1) **Content.** The offeror's price proposal must contain:

#### **Tab A – Credit Union Stress Test Pricing**

Tab A of the offeror's price proposal shall contain the offeror's pricing for the complete list of Credit Unions being tested. Price proposals need to be per Credit Union and by year. The offeror shall provide the aforementioned pricing template in the bid schedule provided in Attachment 7.

Supporting Explanations. Offerors should include any additional information required to support their Price Proposal Volumes.

#### **Tab B – Exceptions, Deviations and Assumptions**

Each proposal shall include an exceptions, deviations and assumptions section in their pricing proposal that identifies and explains in detail any exceptions, deviations, or conditional assumptions taken with the requirements of the solicitation. Any exceptions, deviations and assumptions taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each exception taken. Exceptions and deviations will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions and/or deviations, or one or more significant exceptions and/or deviations not providing benefit to the Government, may, however, result in rejection of your proposal as unacceptable or otherwise non-compliant.

### **14. BASIS FOR AWARD**

The Government anticipates awarding a firm-fixed price contract to the responsible offerors whose proposal represents the best value to the Government, price and other factors considered. The Government will conduct a tradeoff analysis using the evaluation factors listed in the RFP.

In performing its trade off analysis, the Government will assess the offeror's strengths, significant strengths, weaknesses, significant weaknesses, deficiency and risks associated with each stated evaluation factor. This may result in an award to higher-priced offerors when a technical proposal represents the best value to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior technical capability.

The Government will make this assessment through a trade-off analysis and other analytic means that involve the evaluation of superior technical capability (e.g., benefits clearly attributable to

increased productivity, probability of successful contract performance, ability to control price, maintain schedule, and/or unique and innovative approaches to the work effort) versus the added cost. Overall price to the Government may become the ultimate determining factor for award of the resultant contracts as proposals become more equal based on the non-price factors.

When conducting the evaluation, the Government may use information provided by the offeror in their proposals, as well as information obtained from the offeror's past performance information. Each offeror is responsible for ensuring that the information provided is thorough, accurate, and complete.

The Government reserves the right to evaluate proposals and award contracts without discussions with the offerors, with the exception of clarifications. Evaluations may be based on the offeror's initial proposal. Therefore, the offeror's proposal should contain the offeror's most advantageous proposal from a technical and price standpoint.

## **Technical Criteria**

### **A. Experience – Your Company**

Responses should address your company's expertise and accomplishments in areas directly relevant to the requested services described in the statement of objectives. Offerors shall provide evidence that your company has expert knowledge, certifications (e.g., CMMI, ISO, ITIL, etc.), skills and capabilities, or other expertise or achievements related to the services described in the statement of objectives that increase the offeror's benefit to assisting the Government in the performance of the services described in the statement of objectives.

### **B. Technical and Management Approach**

The offeror's response will be evaluated on the proposed approach to planning, managing, controlling, and providing the support and services required in the statement of objectives. The offeror should discuss its approach to meeting the requirements of the statement of objectives in sufficient detail to demonstrate its understanding of the requirements and to allow NCUA to evaluate the proposed approach in terms of suitability, reasonableness, soundness, and benefit to the Government. Offerors shall also address retention of the knowledgebase needed to maintain customer service quality for the services described in the statement of objectives during the contract transition. Offer should also offer information on key personnel.

### **C. Past Performance**

Past performance should address success during the company's recent engagements. Past performance includes corporate integrity, reliability and track record on similar projects, and both private and public sector experience. Of specific interest will be the degree of success the company has achieved during projects within the last five years that are directly relevant to this project.

The Government will assess past performance experience. In this regard, offerors are required to provide a list of your company's projects with points of contact (names and telephone numbers) to support your corporate past performance.

### **D. Price**

Price will be assessed for completeness, reasonableness, price realism and affordability. Price will not be given a specific rating, but will be evaluated and provided to the Contracting Officer as part of the integrated assessment and tradeoff analysis of proposals leading to selection of the offeror representing the best value. Total pricing, including all Options will be evaluated.

***The technical factors of Experience – Your Company, Technical and Management Approach, and Past Performance, are significantly more important than price.***

## **E. Discussions**

The Government will evaluate proposals and may award without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors may be given the opportunity to clarify certain aspects of proposals (*e.g.*, the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors, but not rising to the level of discussions. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

## **F. Exchanges**

Exchanges with offerors after receipt of proposals do not constitute a rejection or counter offer by the government.

## **G. Updated Proposal**

When the CO closes the discussion process, the CO will issue a request for an updated proposal reflecting the negotiations.

## **H. Best Value Determination**

The Government intends to award one Firm Fixed price contract to the responsible offeror(s) whose proposal represents the overall best value to the Government in that the proposal is the most advantageous to the Government and proposed prices are realistic, fair and reasonable.

## **I. Option Clauses**

### **OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once. The Contracting Officer may exercise the option by notice to the Contractor.

### **OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Government may extend the term of this contract by notice to the Contractor; provided that the Government gives the Contractor a preliminary notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

### **CONTINUITY OF SERVICES**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Complete a staffing plan for retention and staff up
- (2) Complete a knowledge transition to ensure new staff can take over full development within 2 months.
- (3) Highlight risks and issues during the transition period with mitigation approaches.
- (4) Complete transition to new staff

(b) The Contractor shall, upon the Contracting Officer’s notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**LIST OF ATTACHMENTS**

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**END OF SOLICITATION**