



SOCIAL SECURITY

February 28, 2007

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of the enclosed solicitation number **SSA-RFP-07-0010F**, "Employment Networks (EN) for the Ticket to Work and Self-Sufficiency Program."

The Ticket to Work and Self-Sufficiency Program is the centerpiece of the Ticket to Work and Work Incentives Improvement Act of 1999. This program provides Social Security beneficiaries with disabilities more choices for receiving employment services. Under this program the Social Security Administration (SSA) is issuing Tickets to eligible beneficiaries who, in turn, may assign those Tickets to an Employment Network (EN) of their choice to obtain employment services, vocational rehabilitation services or other support services necessary to achieve a vocational goal. The EN will assume responsibility for the coordination and delivery of appropriate employment, vocational rehabilitation or other support services to those beneficiaries who have assigned tickets to the EN.

We have simplified the process for completing and submitting an EN contract proposal.

Attached is a Request for Proposal (RFP) package that explains the duties of an EN contractor, requirements that must be met in order to be awarded an EN contract, and directions for submitting an EN contract proposal. To submit a proposal, please follow the steps listed below:

- Read carefully the information and instructions found in Parts II, III, IV, and V of the RFP package.
- Complete all of the sections found in Part III, EN Proposal Documentation Requirements.
- **Submit the original Part III in its entirety**, complete with all required forms (signed and dated) and proofs of qualifications and liability insurance coverage to:

Social Security Administration
Employment Network Proposals
Attn: Employment Network Contracts Team
P.O. Box 17778
Baltimore, MD 21235-17778

In lieu of submitting a hardcopy proposal, offerors may submit their proposals electronically to ENcontracts@ssa.gov. **DO NOT submit the entire RFP package.**

This RFP package is available for downloading at <http://www.ssa.gov/work/enrfp.html>. Any amendments to the RFP will be issued electronically via this website. It is the offeror's responsibility to check this website periodically for any such amendments. This RFP replaces all previous RFPs and amendments.

As SSA continues to release Tickets based on new accretions to the disability roles and/or Ticket eligibility, this solicitation will remain open continuously until further notice. However, we strongly encourage offerors to submit their proposals as soon as possible.

For more information about the Ticket-to-Work Program, please visit the following websites:

Social Security Administration's website: www.ssa.gov/work Operations Support Manager (MAXIMUS) website: <http://www.yourtickettowork.com>

SSA staff is available to answer any questions you may have about becoming an EN contractor and submitting a contract proposal. **Please direct your questions to the Employment Networks Contract Team as follows:**

Email	ENcontracts@ssa.gov
Toll Free #	866-584-5180
Toll Free TDD	866-584-5181
Fax	410-597-0429

In accordance with Section 1148(f) of the Social Security Act, this solicitation is not open to Federal agencies.

Sincerely,

/s/
Erica Day
Contracting Officer

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PART I – PRICE

SECTION 1: SUPPLIES/SERVICES AND PRICE

- a) The total Firm–Fixed-Price of this contract is \$0 where in consideration for satisfactory performance of work as specified by the statement of work, the Contractor shall be paid in accordance with the *Payment to ENs* (PART II, SECTION 11). The government does not guarantee any minimum or maximum amount of work and/or dollar value associated with this contract.
- b) The contractor shall furnish all necessary personnel, materials, services, facilities and equipment, except as may be otherwise specified herein, and perform all tasks necessary for , or incidental to, the performance of EN services.

SECTION 2: TRAVEL EXPENSES

The Contractor is responsible for all travel costs necessary to accomplish the objectives of this contract and will not be reimbursed for such costs by the government.

PART II – STATEMENT OF WORK

SECTION 1: QUALIFICATION REQUIREMENTS FOR EMPLOYMENT NETWORKS

An Employment Network (EN) must meet and maintain compliance with both general selection criteria and specific selection criteria as follows:

A. General Qualification Requirements

1. Have systems in place to protect the confidentiality of personal information about beneficiaries seeking or receiving services;
2. Have the capability to provide or arrange for the delivery of services to beneficiaries throughout the EN's selected service area;
3. Not discriminate on the basis of a beneficiary's age, gender, race, color, creed or national origin in providing services;
4. Have sufficient staff and facilities available in the EN's selected service area to provide or arrange for the delivery of services to beneficiaries;
5. Comply with the terms and conditions of the contract with SSA, including delivering or coordinating the delivery of employment services, vocational rehabilitation (VR) services or other support services and complying with information reporting requirements;
6. Maintain accounting procedures and control operations necessary to document contractor costs and efforts and
7. Carry general and/or professional liability insurance and, as appropriate, medical liability insurance.

B. An entity may be precluded from becoming an EN or may have its EN contract terminated if it:

1. Has had its license, accreditation, certification or registration suspended or revoked for reasons concerning professional competence or conduct or financial integrity or
2. Has surrendered a license, accreditation, certification or registration with a disciplinary proceeding pending or
3. Is precluded from Federal procurement or non-procurement programs or
4. Does not carry current general and/or professional liability insurance and, as appropriate, medical liability insurance.

C. Specific Qualification Requirements

In addition to the above general criteria, **an EN must also meet all of the following specific criteria:**

1. Have applicable certificates, licenses or other credentials to provide employment services, VR services or other support services in the State as required by State law; or in the absence of such State requirements, have credentials that demonstrate qualifications to provide such services.
 - **An EN shall inform SSA through the Operations Support Manager (OSM) contractor if its license, accreditation or certification is revoked or suspended or otherwise changed during performance of the contract within 5 calendar days of receiving notice of the revocation, suspension or change.**
 - **Failure to notify the OSM of a change in the status of the EN contractor's license, accreditation or certification may be grounds for termination of the contract for cause.**
2. Ensure that medical and related health services, if any, to which the EN and beneficiary agree are necessary to support attainment of the beneficiary's employment goal, are provided under the formal supervision of persons licensed to prescribe or supervise the provision of these services in the State in which the services are performed.
3. Employ staff and/or utilize providers who are:
 - qualified under applicable certification, licensing or registration standards that apply to their profession as required by State law; or in the absence of such requirements,
 - otherwise qualified based on education or experience.

D. Submitting Proof of Qualifications

To meet the required specific criteria, an offeror **must submit with their proposal one (1)** of the following:

1. A copy of the license or certification, where State law requires licensing or certification to provide employment services, VR services or other support services.
2. Evidence of certification or accreditation that establishes an offeror's qualifications to provide or arrange for the provision of employment services, VR services or other support services, where there is no State law requirement.

NOTE: All licenses, certifications, and accreditations as required under 1 or 2 above must be current at the time of contract award.

3. In the absence of 1 or 2 above, other documentation that demonstrates an offeror's qualifications to provide or arrange for the provision of employment services, VR services or other support services. This documentation must clearly demonstrate how the offeror's qualifications are applicable to the requirements of this solicitation. Such qualifications may be based on education and/or experience. Some examples of documentation showing qualifications based on education and/or experience include, but are not limited to, the following:

- An employer's statement that its human resources department includes staff with degrees in vocational counseling, human relations, teaching or psychology; or
- A public or private school's statement that its guidance counselors have experience in assisting students with disabilities to achieve specific job skills that lead to employment through job training programs or other services or programs; or
- Contracts with State VR agencies to provide employment, VR or other support services.

Documentation of your qualifications shall be made under letter P of the EN Information Sheet found in Part III, Section 2, of this solicitation.

SECTION 2: DISTRIBUTION AND ASSIGNMENT OF TICKETS

Participation in the Ticket Program is voluntary. A beneficiary with a Ticket who decides to participate in the program may take the Ticket to any EN of his or her choice (or to a State VR agency).

A. In the event a beneficiary wishes to assign his or her Ticket, the EN shall take the following steps:

1. Verify through the OSM that the beneficiary has a Ticket, has not assigned the Ticket to another EN, and is eligible to assign the Ticket.
2. Provide the beneficiary with a comprehensive explanation of the services it offers.
3. Mutually develop an individual work plan (IWP) with the beneficiary.
4. Initiate Ticket assignment by submitting a copy of the signed document to the OSM as described in Part I, Section 3 (Individual Work Plan Requirements for Employment Networks), of this solicitation.

B. An EN is not obligated to accept a Ticket from a beneficiary but shall not discriminate in the provision of services based on a beneficiary's age, gender, race, color, creed or national origin.

C. Once the Ticket is assigned to an EN and that assignment is confirmed by the OSM, the EN may begin working with the beneficiary to achieve a successful employment outcome.

D. An EN may end its relationship with a beneficiary at any time it is no longer willing or able to provide services to that beneficiary. In such cases the EN shall inform both the beneficiary and the OSM in writing.

SECTION 3: INDIVIDUAL WORK PLAN REQUIREMENTS FOR EMPLOYMENT NETWORKS

The IWP is a written agreement signed by both the beneficiary (or a representative of the beneficiary) and the EN that describes the specific employment services, VR services or other support services that will be provided to assist the beneficiary to obtain an employment goal.

ENs must provide employment services, VR services or other support services under an IWP for each beneficiary served.

A. Individual Work Plan Requirements

At a minimum, the IWP must include the following five (5) components:

1. A statement describing the vocational goal developed with the beneficiary;
2. A statement describing the services and supports to be provided by or through the EN to the beneficiary to accomplish the vocational goal in (1) above;
3. A statement of any terms and conditions related to the provision of the services and supports in (2) above;
4. **A statement whereby the beneficiary shall give permission to the EN to contact employers on the beneficiaries behalf to verify or obtain evidence of work and earnings.**
5. The following nine (9) statements relating to an EN's responsibilities to the beneficiaries for whom it provides services:
 - a. **A statement that the EN may not request or receive any compensation for the costs of services and supports from the beneficiary;**
 - b. A statement that the beneficiary, if dissatisfied with the services being provided by the EN, may unassign the Ticket at any time by notifying both the EN and the OSM, thereby terminating the relationship with the EN;
 - c. A statement regarding the dispute resolution process available to the beneficiary, including information on the availability of advocacy services and assistance in resolving disputes through the State Protection and Advocacy (P&A) System;
 - d. **A statement that the beneficiary's personal information will be kept private and confidential, including Social Security Number and information about the beneficiary's disability;**

- e. A statement explaining that the beneficiary can have a copy of the IWP in an accessible format chosen by the beneficiary at any time;
 - f. A statement of the conditions under which an EN may amend the IWP or terminate the relationship;
 - g. A statement explaining the process for amending the IWP (the IWP may be amended if both the beneficiary and the EN agree to the change);
 - h. A statement that only qualified employees and/or providers, as described in Section 1, Qualifications Requirements for Employment Networks, will be used to furnish services; and
 - i. A statement that if any medical or related health services are provided, they will be provided under the supervision of persons licensed to prescribe or supervise the provision of these services in the State in which the services are performed.
6. A detailed listing of the specific employment goals and services with corresponding timeframes to be provided to the beneficiary.

B. Timeframe for Submitting an Individual Work Plan

A copy of the IWP shall be submitted to the OSM. In order to expedite the Ticket assignment ENs are encouraged to submit the IWP immediately, but in all cases no later than 2 weeks after it has been signed by both the beneficiary (or a representative of the beneficiary) and the EN. The OSM shall review the IWP for completeness.

NOTE: Ticket assignment is contingent upon the OSM’s receipt and confirmation of all the requisite information as described above. The effective date of the Ticket assignment will be the first day on which the beneficiary is eligible to assign the Ticket and both the beneficiary and a representative of the EN sign the IWP.

SECTION 4: REFERRAL AGREEMENTS BETWEEN EMPLOYMENT NETWORKS AND STATE VR AGENCIES

A. Employment Network Referrals to State VR Agencies

1. An EN may refer a beneficiary it is serving under the Ticket Program to a State VR Agency for services if the State VR agency and the EN have a signed agreement describing the conditions under which the State VR agency will provide services under the Ticket Program. The State VR agency and the EN shall sign this agreement before the EN refers any beneficiary to the State VR agency for services.
2. Normally the agreement should be broadly worded so that it applies to all beneficiaries that the EN may refer to the State VR agency. However, an EN and a State VR agency may wish to enter into specific agreements to meet the needs of individual beneficiaries.
3. The EN shall submit, within two weeks of signing, a copy of this agreement to the OSM.

B. Resolving Agreement Disputes Between the Employment Network and State VR Agency

If a dispute arises under the agreement between the EN and State VR agency, the following steps would be used to resolve the dispute:

1. The EN and State VR agency should use the procedures for resolving disputes spelled out in the agreement or under contracts or interagency agreements contained in State law or State administrative procedures.
2. If procedures for resolving disputes are not spelled out in the agreement or in State law or State administrative procedures, the EN or the State VR agency may request that the OSM recommend a resolution to the dispute. The request must be in writing and include:
 - a copy of the agreement;
 - information on the issue(s) in dispute; and
 - a description of both the EN's and State VR agency's position regarding the dispute.
3. The OSM shall recommend a resolution to the dispute within 20 calendar days after receiving it.
4. If either the EN or the State VR agency does not agree with the OSM's recommendation, the EN or the State VR agency has 30 calendar days after receiving the OSM's recommendation to request a decision by SSA on the disputed matter. The request to SSA must:
 - be submitted in writing and clearly set forth the issue(s) at hand;
 - include the facts and any relevant evidence; and
 - contain the details of the OSM's attempted resolution.

SECTION 5: THE EMPLOYMENT NETWORK'S RESPONSIBILITIES TO TICKET PROGRAM BENEFICIARIES

The EN has the following responsibilities to beneficiaries under the Ticket Program:

1. The EN must provide the beneficiary with a full explanation of the services offered by an EN under the Ticket Program, so that the beneficiary may make informed choices regarding the services and the provider who will actually render such services.
2. The EN must protect the beneficiary's personal information, including information about the beneficiary's disability, from unauthorized disclosure. In order to protect the beneficiary's personal information the EN shall maintain personal information files in secure locations and grant access only to authorized individuals.

3. The EN must develop and implement the IWP in partnership with the beneficiary. The IWP must be in written form and signed by both the beneficiary (or the beneficiary's representative) and the EN indicating mutual agreement.
4. The EN must provide information to the beneficiary regarding the availability of the State P&A system to assist in resolving disputes between the EN and the beneficiary. The EN shall provide the beneficiary with the address and phone number of the State P&A system.
5. In addition, the EN shall explain to the beneficiary that:
 - The beneficiary may unassign the Ticket at any time if the beneficiary is dissatisfied with the services being provided.
 - The EN may unassign the Ticket at any time if the EN is no longer willing or able to provide services to the beneficiary.
 - The beneficiary may dispute an EN's refusal to provide employment services, VR services or other support services after an IWP has been signed in accordance with that EN's internal dispute resolution procedure. Dispute resolution action must be conducted by an individual not involved in the issue that precipitated the dispute.
 - The beneficiary may refer a dispute first to the OSM for review, and then to SSA through the OSM for a decision. The EN shall explain the dispute resolution process to the beneficiary.
 - The beneficiary may appoint an individual or legal services organization as a legal representative to represent the beneficiary in any of the beneficiary's dealings with an EN.
 - The beneficiary may have complete access to information in an EN's records concerning that beneficiary. Access means that the beneficiary may view the records at the EN place of business and make copies of the records using the EN's copying equipment. If such information consists of medical records, the beneficiary may name a representative who would be willing to review the record and inform the beneficiary of its contents at the representative's discretion. Such representative may be a physician, other health professional, legal representative or other responsible individual.
 - The beneficiary may have a copy of the IWP in an accessible format chosen by the individual.
 - The beneficiary may request amendments to the IWP. However, the beneficiary and the EN must jointly agree to make any changes to the original work plan.

SECTION 6: PRIVACY AND SECURITY REQUIREMENTS FOR EMPLOYMENT NETWORKS

The EN shall protect the privacy and confidentiality of the information it receives from SSA's beneficiary records as follows:

1. Use and access the beneficiary information only for the purposes of SSA's Ticket Program.
2. Dispose of beneficiary information in a safe and secure manner.
3. Do not duplicate or disseminate beneficiary information within or outside the EN's organization.

4. Provide physical safeguards for protecting the security of the information, including restricting access to data only to authorized employees and officials who need the data to perform their official duties in connection with SSA's Ticket Program.
5. Store the data in a physically secure area and assure that unauthorized personnel cannot retrieve the data by means of computer, remote terminal or other electronic means.
6. Ensure that all personnel who have access to the data will be advised of:
 - the confidential nature of the information
 - the safeguards required to protect the information
 - the applicability of the Privacy Act (<http://www.usdoj.gov/04foia/privstat.htm>) to Government contractors, including the criminal and civil sanctions for noncompliance.
7. Allow SSA and/or its contractor representatives to make on-site inspections or other provisions for reviewing/auditing the EN's compliance with the terms of this contract to ensure that adequate safeguards are being maintained.

SECTION 7: EMPLOYMENT NETWORK TRAINING

- A. The EN will be provided training by the OSM—either online at www.yourtickettowork.com/training or at locations to be determined by the OSM--in preparation for performing the duties and responsibilities required under the Ticket Program.
- B. At a minimum, such training shall cover the following:
 - an overview of the original statute establishing the Ticket Program and all subsequent applicable rules and regulations;
 - overview of the Ticket Program including specific program requirements;
 - the EN's program responsibilities under the contract;
 - Ticket Program operations and processes;
 - guidelines for developing an IWP;
 - an overview of SSA work incentives;
 - beneficiary rights and responsibilities;
 - role of the P&A agencies;
 - selecting payment options;
 - EN capitalization; and
 - documentation and reporting requirements.
- C. The EN shall be given advance notice by the OSM of all training date(s), locations, method(s) and formats.

- D. The OSM shall provide such training materials as necessary to satisfy the requirements of this task at no expense to the ENs.
- E. An EN may accept a Ticket and initiate services prior to completion of the training.

SECTION 8: DISPUTE RESOLUTION

A. Resolving Disputes Between Beneficiaries and Employment Networks

1. An EN shall have dispute resolution procedures in place that a beneficiary can use to seek resolution of any program-related disputes with the EN once an IWP is signed. This dispute resolution procedure must assure that the beneficiary will receive a full, fair and timely review of the disputed matter.
2. An EN shall inform each beneficiary of the dispute resolution procedures when:
 - the EN and the beneficiary complete and sign the IWP;
 - the IWP is changed and
 - a dispute arises related to the services identified in the beneficiary's IWP or related to the beneficiary's participation in the Ticket Program.
3. An EN shall inform each beneficiary seeking services that in the event the beneficiary and the EN cannot resolve their differences the beneficiary may refer a dispute first to the OSM for resolution, then to SSA for a final decision if the OSM is unable to resolve the dispute.
4. An EN shall inform each beneficiary that the beneficiary may, at his or her own expense, be represented by an attorney or other individual of his or her choice at any step in the dispute process.
5. An EN shall inform each beneficiary of the availability of assistance through the State P&A System.
6. An EN shall inform each beneficiary that if an acceptable resolution to the dispute cannot be reached, either the EN or the beneficiary may refer the dispute to the OSM. At the OSM's request, the EN shall submit to the OSM all relevant information and evidence pertaining to the dispute. This shall be submitted to the OSM within ten (10) working days following receipt of the OSM's request for information. This information shall include:
 - a description of the disputed issue(s);
 - a summary of the beneficiary's position prepared by the beneficiary or a representative of the beneficiary related to each disputed issue;
 - a summary of the EN's position related to each disputed issue; and

- a description of any solution proposed by the EN when the beneficiary seeks resolution through the EN's dispute resolution procedures.

The OSM will provide the disputing parties a written recommendation to resolve the dispute within 20 working days from receipt of all relevant information from the EN.

7. An EN shall inform each beneficiary that if either the beneficiary or the EN is dissatisfied with a resolution proposed by the OSM, either party may request a decision from SSA. The EN and/or the beneficiary have 15 working days from receipt of the OSM's recommendation for dispute resolution to make this request. The OSM, in turn, will have 10 working days to refer the dispute to SSA. SSA will make the final administrative decision.
8. Either the beneficiary or the EN may terminate the Ticket assignment if unwilling to accept SSA's decision.
9. Determinations Regarding Beneficiary Benefits
 - An EN cannot appeal SSA's determinations that affect a beneficiary's right to benefits. Only the beneficiary or his or her representative can appeal these determinations.
 - If an appeal by a beneficiary regarding entitlement or eligibility for disability benefits results in a revised determination, SSA's revised determination could affect an EN's payment or result in an adjustment to payments already made to an EN.
 - While an EN cannot appeal SSA's determination regarding a beneficiary's right to benefits, an EN may furnish any evidence it has that may support a change in SSA's determination on the beneficiary's appeal.

B. Resolving Disputes Between Employment Networks and the OSM

1. The EN shall refer to the OSM, through the OSM's established dispute resolution procedures, any disputes between the EN and the OSM that do not involve an EN's payment request. If a mutually agreeable solution cannot be reached, the OSM, within 20 working days from the date of impasse, will refer the dispute to SSA for a decision. The OSM shall provide the EN with a copy of all relevant documentation forwarded to SSA, including:
 - a description of the disputed issue(s);
 - a summary of the EN's and OSM's position; and
 - a description of any solution proposed by either the EN or OSM with supporting justification, as well as the reasons each party rejected each proposed solution.
2. The EN shall maintain records of all disputes referred to SSA and shall provide assistance to SSA as needed to investigate and resolve each issue.
3. SSA will make the final decision regarding disputes between the EN and the OSM.

SECTION 9: EVALUATING EMPLOYMENT NETWORK PERFORMANCE

SSA will review periodically the results of the work performed by each EN to provide effective quality assurance of the provision of services by ENs.

- A. These reviews will be governed by performance measurements **to be developed** by SSA. In developing these measurements SSA will solicit and consider the views of the consumers the EN serves, the PM, and the Ticket-to-Work and Work Incentives Improvement Act Work Incentives Advisory Panel, as well as consult with service providers.
- B. The reviews may be conducted by SSA, the OSM or a third party contractor, with input from Ticket Program support contractors and the beneficiaries served by the EN.
- C. SSA will notify the ENs immediately upon issuance of performance standards against which the quality of EN services will be measured. The EN will be provided a full explanation of the standards and their application, as well as the nature and timing of the review process.
- D. ENs shall make the results of the reviews available to disabled beneficiaries they may serve to assist these beneficiaries in choosing among available ENs.
- E. Performance standards will be incorporated into the EN contract upon issuance of those standards. An EN's failure to agree to performance standards will result in the termination of its contract with SSA at no cost to the Government.

SECTION 10: EMPLOYMENT NETWORK REPORTING REQUIREMENTS

Each EN shall submit the following program reports in accordance with the OSM 's instructions.

A. General Requirements

An EN must:

- identify to the OSM each Ticket it accepts;
- submit a copy of each signed IWP to the OSM;
- submit to the OSM copies of amendments to a beneficiary's IWP;
- submit to the OSM a copy of any agreements the EN has reached with State VR agencies regarding the conditions under which the State VR agency will provide services to beneficiaries who are referred by the EN under the Ticket Program;
- report to the OSM immediately all instances in which the beneficiary/EN relationship has ended, either through beneficiary termination, withdrawal or non-active participation, or the EN's decision that it is no longer willing or able to provide services to the beneficiary; and

- collect and record such data as required to support the program requirements of this solicitation as contained in the Statute (P.L. 106-170), as well as in the Ticket-to-Work and Self-Sufficiency Program Regulations (20CFR Part 411).

B. Periodic Outcome Report

1. The EN shall provide to the OSM on no less than an annual basis, in a format prescribed by SSA, data on outcomes achieved by the EN with respect to services offered by the EN to beneficiaries. In addition to outcomes, the report shall include data with respect to beneficiary terminations, withdrawals and non-active participation.
2. The EN shall maintain a copy of the outcome report in each beneficiary's file.
3. The EN shall ensure that a copy of its most recent periodic outcome report is available to the general public, while assuring that personal information on beneficiaries is kept confidential.
4. The EN shall provide a copy of its most recent periodic outcome report to any beneficiary who contacts the EN regarding assignment of a Ticket to that EN.

C. EN Financial Reports

1. The EN may be asked to provide financial information to SSA with respect to the actual costs incurred by the EN in providing employment services, VR services or other support services to Ticket Program beneficiaries.
2. The EN may be asked to provide other fiscal documentation that may be required as a result of regulations published by SSA.

D. Contract Changes

1. The EN shall inform the OSM of all changes in contract terms and conditions, including the items identified in Part II (EN Contract Proposal Documentation Requirements).
2. While change requests may be made by telephone they must be submitted in writing (email is acceptable) to be officially enacted.
3. **Only the EN official with signatory authority identified in Part III, Section 2, R. (Signatory Authority) shall be authorized to request such changes.**

SECTION 11: PAYMENTS TO EMPLOYMENT NETWORKS

An EN can elect to be paid under either of 2 payment systems—an outcome payment system or a milestone-outcome payment system, as described below. **(Please complete the requested information under letter O of the EN Information Sheet found in Part III, Section 2, of this solicitation.)**

A. Selection of Payment System

At the time an EN enters into a contract with SSA the EN shall elect to be paid through either the outcome payment system or the milestone-outcome payment system. SSA will announce and provide periodic opportunities for ENs to change their payment system elections for prospective beneficiaries, as follows:

1. An EN may choose to make one change in its elected payment system at any time during the 12-month period following the later of the month in which the EN first elects an EN payment system or SSA implements the Ticket-to-Work Program (i.e., begins mailing Tickets to beneficiaries) in a State served by that EN.
2. SSA will offer the opportunity periodically for ENs to make a change in their elected payment system. At a minimum, such opportunity shall be offered every 18 months following implementation of the Ticket Program in the EN's State.

Any change in the elected EN payment system will apply to beneficiaries who assign their Ticket to the EN after the EN's change in election becomes effective. A change in the EN's election will become effective with the first day of the month following the month in which the EN notifies the OSM of the change. For beneficiaries who already assigned their Tickets to the EN under the EN's earlier elected payment system, the EN's earlier elected payment system will continue to apply.

B. Requirements for EN Payments

1. Requirements for Milestone Payments

SSA will pay the EN for up to four (4) milestones achieved by a beneficiary after he/she has assigned his/her Ticket to the EN provided the outcome-milestone payment system was the EN's elected payment system at the time the beneficiary assigned his/her Ticket to the EN.

- The EN shall request payment for each milestone achieved by a beneficiary who has assigned a Ticket to the EN.
- The request must include evidence of work or earnings that are more than at the substantial gainful activity (SGA) threshold amount for the specified number of months required to achieve the milestone being requested, along with other information SSA may require to evaluate the EN's request.

SSA does not have to stop monthly benefit payments to the beneficiary before the EN can be paid for milestones achieved by the beneficiary.

2. Requirements for Outcome Payments

- a. SSA will pay an EN a monthly outcome payment for an individual who has assigned his/her Ticket to the EN, provided that 60 monthly outcome payments have not been made on the Ticket, and the individual:
 - Is entitled to or eligible for Federal cash disability or blindness benefits from Social Security but does not receive them for that month due to work or earnings or
 - Is no longer entitled to or eligible for Federal cash disability or blindness benefits from Social Security because of work or earnings, has gross earnings from employment (or net earnings from self-employment) in that month that are more than the SGA threshold amount, and is not entitled to or eligible for any monthly benefits under Title II or Title XVI of the Social Security Act for that month
- b. The EN shall submit a request for payment for outcome payment months on at least a quarterly basis. The request must include proof of the beneficiary's work or earnings unless the EN currently does not hold the Ticket because it is either unassigned or assigned to another EN. An EN cannot receive an outcome payment for any month for which a Social Security disability benefit or a Federal SSI cash disability or blindness benefit is payable to the beneficiary.

3. Conditions for Receipt of Payments

If the EN's contract is terminated or otherwise ended prior to the beneficiary's achievement of a milestone or outcome, the EN will not receive any payments for these milestones or outcomes, nor be entitled to any compensation or payment for the costs of services provided to the beneficiary.

C. Submitting Requests for EN Payment

1. EN requests for either milestone or outcome payments along with evidence of the beneficiary's work or earnings will be sent by the EN to the OSM.
 - Evidence of the beneficiary's work or earnings may include a monthly breakdown of earnings provided by the beneficiary's employer (e.g., a statement of monthly earnings from the employer or the employer's designated payroll preparer) or (if the beneficiary does not want the employer to be contacted) evidence that the beneficiary may have (e.g., an unaltered copy of the beneficiary's pay slip).
 - For an individual who is self-employed, evidence of his or her work activity or earnings should be obtained from the individual. This would include a signed statement from the individual with a monthly breakdown of earnings with

corroborating earnings documentation such as copies of the beneficiary's quarterly report of estimated income tax or Schedule SE (Computation of Social Security Self-Employed Tax) from the beneficiary's annual tax return.

2. The OSM will receive and review the EN's request for payment and evidence of the beneficiary's work or earnings.
 - If the OSM finds sufficient information has been provided, the OSM shall forward the payment request and work documentation to SSA or
 - If the OSM finds sufficient information has not been provided by the EN, the OSM shall inform the EN and afford the EN an opportunity to take corrective action prior to forwarding the payment request to SSA.
3. When SSA receives the payment request, SSA will evaluate the evidence of the beneficiary's work or earnings for cash benefit effect and determine if payment to the EN is appropriate. SSA will not make any payments until it receives satisfactory evidence establishing the EN's entitlement to payment.
4. **All payments to an EN will be made via electronic transfer to the EN's designated financial institution.** To effect this transfer an EN is required to complete Standard Form 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form). This form, along with instructions for completion, is found in Part III of this solicitation.

SECTION 12: STATUTORY/REGULATORY UNDERSTANDING AND COMPLIANCE REQUIREMENTS

An offeror shall agree to comply with certain additional conditions in order to be awarded a contract under this EN solicitation. Specifically, by signing the SF1449 the offeror attests to the fact that he/she:

1. Agrees to participate in SSA's Ticket-to-Work and Self-Sufficiency Program; abide by all the requirements of the solicitation and all the terms of this contract once awarded;
2. Understands the program requirements of this solicitation as contained in the statute (P.L. 106-170), as well as in the Ticket-to-Work and Self-Sufficiency Program (20 CFR Part 411) regulations.
3. Has read and understands this solicitation, and all attached addenda and amendments thereto (if any);
4. Agrees to comply with all of the statutory requirements and Federal regulations governing SSA's Ticket-to-Work and Self-Sufficiency Program;

5. Agrees to cooperate fully with SSA's OSM contractor in the administration of Ticket Program operations and processes in support of the Statute and Ticket Program regulations cited above; and
6. Agrees that any provider(s) with which the EN subcontracts, meets all of the qualification requirements found in Part II, Section 1, and the privacy and security requirements found in Part II, Section 6, of this solicitation.

PART III – EN PROPOSAL DOCUMENTATION REQUIREMENTS**[IMPORTANT]**

Sections 1-5 below shall be completed in their entirety and submitted to the ENCT as instructed in the cover letter to this solicitation.

SECTION 1: Instructions for Completing Standard Form SF-1449

The Standard Form 1449 as shown below, or that also can be downloaded from the SSA work web site www.ssa.gov/work, must be completed and submitted with your proposal. **Although page 2 does NOT require your fill-in, you must submit it in order for the form to be considered complete.**

You must fill in the following blocks on the SF 1449 form shown on the next page (as highlighted in yellow):

Block 17a

Please provide the name of the EN, address (no post office boxes), telephone number, and Employer Identification Number (EIN). If further guidance is needed regarding the EIN, please see Part III, Section 2-C (Employer Identification Number).

Block 17b

If the remittance address is different than the address in block 17a, check this block and include the remittance address in offer. This address may be a post office box.

Block 30a

Please provide a legible original signature, of an authorized official of your organization.

Block 30b

Please print or type the name and title of the individual that signed in block 30a.

Block 30c

Please enter the current date in this block.

SECTION 2: EN INFORMATION SHEET

- A. **OFFEROR'S NAME** (name of organization/entity submitting proposal):

- B. **NAME OF EMPLOYMENT NETWORK** (if different from item A above):

- C. **EN'S EMPLOYER IDENTIFICATION NUMBER (EIN):**

(The offeror must have an EIN and the EIN must be issued in the name of the EN shown in item B above. An EIN may be obtained from the Internal Revenue Service by calling **1-800-829-1040** or via the web at www.irs.gov. We cannot accept a Social Security Number in lieu of an EIN. Any questions regarding this requirement should be directed to the ENCT as instructed in the cover letter to this solicitation.)

- D. **EN'S DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:**

(The DUNS number is a 9-digit number assigned by **Dun & Bradstreet Information Services**. Every EN must have a DUNS number. If an offeror does not already have a DUNS number, one may be obtained directly from Dun & Bradstreet at **1-800-333-0505**. A DUNS number will be provided immediately by telephone at no charge to the offeror. The DUNS number must be issued in the EN name shown in item B above.)

- E. **ADDRESS** (no post office boxes):

- F. **MAILING ADDRESS** (if different from above. May be post office box.):

G. LOCATION OF SERVICES

a. Will services to beneficiaries be provided at the location shown in E above?

Yes [] No []

b. Will services to beneficiaries be provided at other locations? *Yes [] No []

*If “yes”, and you want these additional locations to appear on the Ticket to Work website, please fill in the Information Sheet — Addendum (attached) for EACH additional location.

H. EN DIRECTORY CONTACT INFORMATION

Please provide the information requested below to facilitate beneficiary contact with your EN. This information will appear in the online EN Directory at. **At a minimum all ENs will be required to show an address and telephone number in the EN Directory. For those ENs with multiple service areas covered by one local telephone exchange, the EN must provide a toll-free telephone number.**

a. **CONTACT NAME:** _____

b. **PHONE:** (____) _____ - _____ c. **TOLL FREE #:** (____) _____ - _____

d. **FAX:** (____) _____ - _____ e. **TTY:** (____) _____ - _____

f. **EMAIL:** _____

g. **WEBSITE:** _____

Do you want a link to this website on the Employment Network Directory?

Yes [] No []

I. OTHER EN CONTACTS

Please list the following contact information for all other program/contract inquiries **if different from** item H above:

a. **CONTACT NAME:** _____

b. **PHONE:** (____) _____ - _____ c. **TOLL FREE #:** (____) _____ - _____

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

d. **FAX:** (____) _____ - _____ e. **TTY:** (____) _____ - _____

f. **EMAIL:** _____

J. SERVICE AREA

Please check one only. This will be listed in the online EN Directory and you may be contacted by beneficiaries living in the service area you designate.

- National** (serving all states and U.S. Territories)
 Multi-State (list all states you will serve using the 2-letter state abbreviation)

- Single State** (list the state using the 2-letter state abbreviation)

For each state you are serving **in which you are serving only a selected county(s)**, please list the state (using the 2-letter state abbreviation), followed by the selected county(s):

For each state you are serving **in which you are serving selected zip codes**, please list the state (using the 2-letter state abbreviation), followed by the selected zip code(s):

K. CORPORATE STATUS (check all thaty apply)

- Business Consortium/Association
- Corporation engaged in the billing/collection of payments for medical and health care services
- Corporation providing medical and health care services
- Other corporate entity
- Not a corporate entity
- Partnership
- Sole proprietorship

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- Public entity
- For Profit
- Non-Profit
- Other: _____

L. TYPE OF ORGANIZATION (check all that apply)

- Advocacy Group
- Business/Employer
- Community Based Organization
- Education/Training
- Faith-based Organization
- Healthcare Provider
- Transportation/Transit
- NISH affiliate
- Former Alternate Participant
- State/Local Government
- Workforce Investment Board
- WIA One-Stop Center
- Other _____

M. PREFERRED IMPAIRMENT GROUPS SERVED

Check all that apply but limit to those impairment groups you are prepared to serve since this information will appear in the online EN Directory and you may be contacted by beneficiaries with the impairments you list.

- ALL Impairments
- Anemia patients/Coagulation defects including hemophilia patients/Sickle Cell patients/Lymphoma and Leukemia patients
- Birth defects, growth impairments and/or multiple impairment patients (usually children) requiring multi-faceted and/or age-appropriate therapies
- Blind/visually impaired
- Cancer patients (including post-surgical treatment, post-chemotherapy, post-radiation therapy and cancer related rehabilitation patients) other than lymphoma and/or leukemia patients
- Deaf and/or loss of voice
- Diabetic patients and/or (morbid) obesity treatment and/or weight loss patients not included in musculoskeletal, cardiac or other treatment programs
- Digestive disorders (including hepatitis, regional enteritis, Crohn's disease, cirrhosis, and/or colitis, and weight loss and nutritional therapies related to these conditions)
- Genito-urinary patients (including chronic/end stage renal disease requiring dialysis and/or transplant)

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

- Heart disease patients (includes cardiac rehabilitation for post-myocardial infarction (MI), post-angioplasty and post-bypass patients)
- Immune system, including HIV/AIDS patients
- Mental retardation/ Downs Syndrome/autism/ organic brain syndromes/ developmental disabilities (including ADD and ADHD)
- Musculoskeletal Injuries (includes fractures, chronic sprains and strains, osteoporosis, or spinal cord injury patients, post-surgical rehabilitation patients, and/or prosthesis treatments)
- Non-traumatic neurological conditions (including cerebral palsy (CP), multiple sclerosis (MS), muscular dystrophies (MD), amyotrophic lateral sclerosis (ALS), and Alzheimer's disease)
- Psychotic, depressive, manic, bipolar, anxiety and/or personality disorders, including eating disorders
- Respiratory patients (includes patients with asthma, bronchitis, cystic fibrosis (CP), emphysema (COPD), and black lung (CRPD) and/or other occupational pulmonary diseases)
- Skin conditions (including psoriasis, dermatitis, mycotic infections, post-skin graft rehabilitation, and occupational exposure counseling)
- Traumatic brain injury/stroke (CVA) patient/closed head injury patient
- Other: _____

N. SERVICES OFFERED

Check all that apply but limit to those services you are prepared to offer since this information will appear in the online EN Directory and you may be contacted by beneficiaries seeking the services you list.

- Business/employer mentoring programs/internships
- Career consulting (e.g., portfolio preparation, resume writing, interview skills)
- Career strategies (e.g., skills assessment and development, job coaching)
- Case management
- Employment (i.e. hiring of beneficiary to work for EN)
- Habilitation services (e.g., independent living training/assistance in support of work)
- Job accommodations
- Job service vouchers
- Job training
- Job placement/employment services (e.g., job search, placement assistance)
- Peer mentoring services
- Personal attendant support services
- Post-employment support (e.g., job/employment retention services)
- Psychosocial rehabilitation
- Referral to services or support from local mental health or developmental disabilities providers
- School to work transition services
- Self-employment/business start-up

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- Services under a formal agreement with a Workforce Investment Board and/or One-Stop
 - Special language capacity (i.e. Spanish, Vietnamese, Russian, Sign Language, etc...) **Please List:**
-
- Supported employment
 - Situational assessment
 - Transitional Employment Program
 - Transportation assistance
 - Work incentives counseling
 - Other services: -----

O. EN PAYMENT SYSTEM ELECTION (Reference Part II, Section 11A, of this solicitation.) The offeror shall select a payment system by checking **one (1)** of the two (2) boxes shown below:

Milestone/outcome payment

Outcome payment

P. EN QUALIFICATIONS REQUIREMENTS (Reference Part II, Section 1A, of this solicitation.) The undersigned is submitting one of the following as evidence of qualifications to provide EN services for SSA:

- a copy of a current license or certification to provide employment services, VR services or other support services in the State(s) of _____ **is attached; or**
because there is no licensing or certification requirement in the State(s) shown above I am submitting the following documentation:
- A copy of a current certification or accreditation that establishes qualifications to provide or arrange for the provision of employment services, VR services or other support services; or
- Other documentation showing education and/or experience that clearly demonstrates qualifications to provide or arrange for the provision of employment services, VR services or other support services.

Q. INDEMNIFICATION AND LIABILITY INSURANCE (Reference Part IV, Section 5, of this solicitation.)

- a. The undersigned has read, understood, and agrees to comply with the requirements for indemnification and liability insurance under the EN program if awarded a contract.

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

b. The undersigned is submitting proof of the following insurance:

(Check all that apply)

- general liability insurance with a minimum coverage of \$500,000 per occurrence.
- professional liability insurance with a minimum coverage of \$500,000 per occurrence.
- medical liability insurance with a minimum coverage of \$500,000 per occurrence

c. As proof of current insurance coverage, the undersigned is submitting:

- a certificate of insurance issued by the insurance company, agent or broker; or
- a copy of the insurance policy.

R. SIGNATORY AUTHORITY

Only the EN official with signatory authority shall be authorized to request contract changes. See Part II-Section 10.D (Contract Changes).

Name Typed: _____

Title: _____

Signature: _____

Date: _____

Telephone # _____

FAX # _____

E-Mail Address _____

SECTION 3: INFORMATION SHEET — ADDENDUM

The information sheet shown in subsection 2 above should be completed for each additional or different location, access information and/or service the offeror wishes to be published publicly for beneficiaries in the online EN Directory at www.yourtickettowork.com. **Please fill out one addendum for EACH different service delivery location.**

SECTION 4: ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form **must** be completed and submitted with your proposal to allow us to direct payments electronically to your designated account.

Under the portion of the form entitled **Financial Institution Information**:

- Where the form requests "Depositor Account Title" - this is the name which should appear on the check.
- **The shaded signature block entitled "Signature and Title of Authorized Official" at the bottom of the form is to be completed by the bank official only.**

Contract award will not be made until this form is received.

The information provided by the offeror on this form is for government use only for this requirement, to facilitate the electronic payment from SSA to the EN contractor and **will not** be released to entities outside of the OSM contractor, SSA or your designated financial institution.

Any questions regarding this form should be directed to the **ENCT** per instructions found in the cover letter to this solicitation.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: Social Security Administration		
AGENCY IDENTIFIER: SSA	AGENCY LOCATION CODE (ALC): 28040001	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS:		
CONTACT PERSON NAME: Employment Network Contracts Team		TELEPHONE NUMBER: Toll Free # 866-584-5180 Toll Free TDD 866-584-5181
ADDITIONAL INFORMATION: Employment Networks for the Ticket-to-Work and Self-Sufficiency Program		

PAYEE/COMPANY INFORMATION

NAME:	TAXPAYER ID NUMBER (TIN):
ADDRESS:	
CONTACT PERSON NAME:	TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER:
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

**SECTION 5: 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 2006)**

[IMPORTANT]

An Offeror shall complete only paragraph (k) of this provision if the Offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an Offeror has not completed the annual representations and certifications electronically at the ORCA website, the Offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision--

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily;
or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.]

Due to the structure of the database for payment to EN's, the offeror shall **NOT** cite its Social Security Number (SSN) as the TIN. Instead, offerors must obtain a unique identification number, referred to as an Employer Identification Number (EIN), to substitute for a SSN. The EIN may be obtained, free of charge, by contacting the Internal Revenue Service (IRS) at 1-800-829-1040 or via their website at www.irs.gov. Any questions regarding this issue shall be directed to the ENCT as referenced in the RFP cover letter.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The Offeror represents that it is, a women-owned business concern.

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The Offeror represents as part of its offer that it is, is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the Offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The Offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) HUBZone small business concern. [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:*

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_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The Offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The Offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

PART III - EN PROPOSAL DOCUMENTATION REQUIREMENTS

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The Offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the Offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of Provision)

PART IV – CONTRACT CLAUSES

SECTION 1: 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm> or <http://acquisition.gov/far/index.html>.

[52.224-1 -- Privacy Act Notification \(APR 1984\)](#)

[52.224-2 -- Privacy Act \(APR 1984\)](#)

SECTION 2: 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005) (ADDENDUM)

Contract Terms and Conditions -- Commercial Items, FAR 52.212-4, has the following paragraphs tailored as follows:

- (a) *Inspection/Acceptance*: SSA will review claims for payment filed by the Contractor through the OSM, per the milestone-outcome requirements as specified in *Part II, Section 11*. These reviews shall ensure compliance with the requirements of this contract. Inspection of all work and items under this contract may be conducted by the Government Project Officer (GPO) or its representative; however, all acceptances shall be made by the GPO.

For purpose of this section, the GPO is the authorized representative of the Contracting Officer. The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. Should such occur, the Contractor will be notified by a written notice or by a copy of the delegation letter.

- (b) *Termination for the Government's Convenience*. The government may terminate this contract or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In the event of a termination for convenience, the contractor shall receive only those outcome or milestone payments to which the contractor is entitled at the time of the termination.

In the event of a termination for convenience, the government shall have no liability for any costs incurred by the contractor in performance of this contract. Termination for convenience does not convert this fixed-price contract into a cost-reimbursement contract. It is not a termination for convenience and there is no cost reimbursement under this or any other clause of this contract, if a beneficiary: 1) reclaims his or her Ticket from the contractor; 2) ceases participation in the Ticket Program; or, 3) fails to comply with his or her IWP.

- (c) *Termination for Cause.* The government may terminate this contract or any part hereof, for cause in the event the contractor fails to comply with any contract terms and conditions, including the performance standards and the Indemnification and Liability Insurance requirements identified under this part Section 4.. The contractor shall not receive any further outcome or milestone payments after the date of termination for cause. In the event of a termination for cause, the government shall have no liability for any costs incurred by the contractor in performance of this contract.
- (d) *Termination by the Contractor.* The contractor may request that the government terminate its contract for convenience and the government may at its option do so in accordance with paragraph (b) above.

SECTION 3: 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2006) (DEVIATION)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) Reserved.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (**DEVIATION**) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act - Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150)
- (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C 5150)
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION 4: ADDITIONAL CLAUSES INCORPORATED BY FULL TEXT

FAR 52.252-6 -- Authorized Deviations in Clauses (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any _____. [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract at any time prior to the expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

SECTION 5: AGENCY SPECIFIC TERMS AND CONDITIONS

Indemnification and Liability Insurance

ENs are required to obtain insurance for the services they provide while under contract to SSA. The offeror shall be solely liable for and expressly agrees to indemnify the Government with respect to the services rendered.

- (a) The contractor is required to maintain during the entire term of this contract insurance coverage as explained below and with the fill-in under Part III of the Information Sheet letter Q.:
 - (1) All contractors are required to maintain either general liability or professional insurance with a minimum coverage of \$500,000 per occurrence.
 - (2) In addition, contractors who provide health care services are required to obtain medical liability insurance with a minimum coverage of \$500,000.
- (b) **The contractor shall submit proof of insurance on or before a contract can be awarded.** Such proof may consist of any of the following:
 - (1) a certificate of insurance issued by the insurance company, agent or broker
 - (2) a copy of the insurance policy;
- (c) Liability insurance may be on either an occurrences or on a claims-made basis. If the policy is on a claims-made basis, and the contractor is providing non-personal health services, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided. Non-personal health services are defined as services provided by physicians, dentists, and other healthcare providers that are not performed under Government supervision and control.
- (d) If during the performance period the Contractor changes insurance providers, the Contractor must provide evidence to SSA through the OSM that SSA will be indemnified for at least \$500,000 for

the entire period of the contract, either under the new policy or a combination of old and new policies. The evidence shall include either a certificate of insurance or a copy of the new policy. **The EN need not to submit to SSA evidence of renewal of existing policies following contract award; however, SSA reserves the right to request evidence of current liability insurance coverage at any time during the life of the contract. In addition, SSA will require proof of insurance prior to exercising the Option Period (i.e., the next 60 month contract performance period -- years 5-10).**

- (e) These insurance requirements apply to **all subcontractors** and it is the contractor's responsibility to insure compliance. The contractor is not required to provide SSA with documentation of subcontractor insurance.

Protection of Confidential Information

- (a) The Contractor shall restrict access to all confidential information obtained from SSA in the performance of the contract to those employees and officials who need it to perform the contract.
- (b) The Contractor shall process all confidential information obtained from SSA in the performance of the contract under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records and in such a way that unauthorized persons cannot retrieve any such records.
- (c) The Contractor shall inform all personnel with access to confidential information obtained from SSA in the performance of the contract of the confidential nature of the information and the safeguards required to protect the information from improper disclosure.
- (d) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of the Social Security Administration. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.
- (e) The Contractor shall assure that each Contractor employee with access to confidential information knows the prescribed rules of conduct, and that each Contractor employee is aware that he/she may be subject to criminal penalties for violations of the Privacy Act and/or the Social Security Act.
- (f) All confidential information obtained from SSA in the performance of the contract shall, at all times, be stored in an area that is physically safe from unauthorized access.
- (g) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of confidential information.

Confidentiality of Information

- a) Confidential information, as used in this clause, means (1) information or data of a personal nature about an individual, or (2) proprietary information or data submitted by or pertaining to an institution or organization.
- b) In addition to the types of confidential information described in (a) (1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary unvalidated findings could create erroneous conclusions which might threaten public health or safety if acted upon.
- c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and-or categories of information, which the Government will furnish to the Contractor, or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the “Disputes” clause.
- d) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- e) Confidential information, as defined in (a)(1) and (2) above, that is information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization, shall not be disclosed without the prior written consent of the individual, institution, or organization.
- f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor’s intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and the Contracting Officer will be settled pursuant to the “Disputes” clause.
- g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- h) Contracting Officer determinations will reflect the results of internal coordination with appropriate program and legal officials.
- i) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

Information System Security Guidelines

1. Purpose

This document provides security guidelines for outside entities that obtain information electronically from the Social Security Administration (SSA). The guidelines will be used as the framework for SSA's ongoing compliance review program

2. Background

- **Legislation**

SSA is required by law to protect personal information from unauthorized use or disclosure. Initially, section 1106 of the Social Security Act (42 U.S.C 1306) established SSA's commitment to the confidentiality of information in SSA records even before automated information management systems existed. In 1974, based on the ever-expanding use of automated information systems, Congress enacted the Privacy Act (5 U.S.C 552a) to provide guidance to Federal agencies concerning the collection, use and disclosure of personal information. The Privacy Act requires that public notice be given concerning information maintained in any systems of records. SSA complies with these and other statutes governing personal privacy and has developed system security procedures to prevent unauthorized disclosure of information protected by the Privacy Act.

- **SSA's Approach to Systems Security**

SSA collects and maintains vast amounts of personal information that is needed to carry out its enumeration, earnings record maintenance and benefit program administration responsibilities. This information is managed by a variety of automated information retrieval and support systems comprising SSA's nationwide information management, claims processing and communications infrastructure. Generally, SSA's approach to information systems security involves in-depth analysis of applications and data usage by SSA employees, development of security requirements to address vulnerabilities identified through risk assessment, implementation of controls and full security testing prior to implementation of new systems. SSA designs up-front controls into its systems to minimize opportunity for misuse and maintains vigorous anomaly detection audit trail and exception reporting mechanisms to alert managers to questionable activity. SSA also conducts ongoing systems security and awareness training for its employees, and maintains a well-defined system of procedures and sanctions for addressing employee misuse of protected information.

- **Role of the SSA Systems Security Officer**

The SSA Systems Security Officer has agency-wide responsibility for interpreting, developing and implementing security policy; providing security review and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities, developing and disseminating training and awareness materials and providing consultation and support for a variety of agency initiatives. The Systems Security Officer also is responsible for assuring that external systems that receive information from SSA are secure and operate in a manner that is

consistent with SSA's own systems security policies, and are in compliance with the terms of information sharing agreements executed by SSA and outside entities.

3. Security Guidelines

- **General Systems Security Standards**

Outside entities that receive SSA information must comply with the following general systems security standards concerning the maintenance and control of SSA information. Regardless of the method used to obtain electronic information from SSA, the outside entity must restrict access to the information to authorized employees who need it to perform their official duties. Information retrieved from SSA data bases must be stored in an area that is physically secure from access by unauthorized persons during both duty and non-duty hours, or when not in use. SSA information will be processed under the immediate supervision and control of authorized personnel. Safeguards must ensure that unauthorized personnel cannot retrieve SSA information by means of computer, remote terminal or other means.

All persons who will have access to any SSA information must be advised of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal laws. SSA may, at its discretion, make on-site inspections or other provisions to ensure that adequate safeguards are being maintained by the outside entity.

- **Automated Audit Trail**

Outside entities receiving SSA information through online access must develop and maintain a fully automated audit trail system capable of data collection, data retrieval and data storage. At a minimum, data collected through the audit trail system must associate each transaction to its initiator and relevant business purpose (i.e. the client record for which SSA data was requested), and each transaction must be time and date stamped. Each transaction must be stored in the audit file as a separate record, not overlaid by subsequent transactions.

Access to the audit file must be restricted to authorized users with a "need to know" and audit file data must be protected from alteration and maintained for a minimum of 3 years.

- **System Access Controls**

The outside entity must utilize and maintain access controls that limit access to SSA information to only those users authorized for such access based on their official duties.

- **Management Oversight and Quality Assurance**

The outside entity must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA information and to ensure that there is ongoing compliance with the terms put forth by SSA. The management oversight function must consist of one or more individuals whose job **functions include responsibility for assuring that access to SSA information is appropriate for each employee**

position type for which access is granted. This function also should include responsibility for assuring that employees granted access receive adequate training on the sensitivity of the information, safeguards that must be followed, and the penalties for misuse, and should perform periodic self-reviews to monitor ongoing usage of the online capability.

- **Security Awareness and Employee Sanctions**

The outside entity must establish and/or maintain an ongoing function that is responsible for providing security awareness training for employees that includes information about their responsibility for proper use and protection of SSA information, and the possible sanctions for misuse. Security awareness training should occur periodically or as needed, and should address the Privacy Act and other federal and state laws governing use and misuse of protected information. In addition, there should be in place a series of administrative procedures for sanctioning employees who violate these laws through the unlawful disclosure of protected information.

Period of Performance

The base period of performance of this contract shall be sixty (60) months from the date of contract award with one (1) sixty (60) month option for a total duration of ten years.

Designation of Government Contract Specialist

[Erica Day](#), Contracting Officer, Division of Programs Contracts, has been assigned to administer the contractual aspects of this contract. Only the Contracting Officer shall make quality or delivery schedule changes in the Statement of Work, contract cost, price, and/or quantity by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract shall be submitted in writing directly to the Contracting Officer via email at Erica.Day@ssa.gov.

Designation of Government Project Officer

- (a) The individual named below is hereby designated as the Government project officer. If an alternate project officer is also listed below, that person will serve in the project officer's stead when the project officer is unavailable. The project officer is responsible for the technical administration of this contract, in accordance with the provisions of the clause included herein entitled, Section B.5. Technical Direction.

Project Officer: Joan Berman

Address: Office of Employment Support Programs
6401 Security Boulevard
107 Altmeyer Building
Baltimore, MD 21235-6401

Alternate: Martin Mettee

(address same as above)

- (b) The project officer, or his/her authorized representative, shall be responsible for coordinating with the contractor the technical aspects of the contract. The project officer is not authorized to make any changes, which affect the contract amount, terms or conditions. The contracting officer is the only person with the authority to act as agent of the Government under this contract. Only the contracting officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize payment to the contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

Technical Direction

Performance of the work under this contract shall be subject to the technical direction of the project officer. The term "technical direction" is defined to include, without limitation, the following:

- (a) Directions to the contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statements of work.
- (b) Provision of information to the contractor, which assists in the interpretation of specifications or technical portions of the work description.
- (c) Review and, where required by contract, approval of reports and/or technical information to be delivered by the contractor to the Government under the contract.

Technical direction must be within the general scope of work stated in the contract. The project officer does not have the authority to, and may not, issue any technical direction which: (1) constitutes the assignment of any additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled, "Changes;" (3) in any manner causes an increase or decrease in the total estimated contract cost, fixed fee or time required for the contract performance or (4) changes any of the expressed terms, conditions or specifications of the contract.

All technical directions shall be issued in writing by the project officer or shall be confirmed by him/her in writing within 5 working days after issuance.

The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within his/her authority under the provisions of this clause.

If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in (1) through (4) above, the contractor shall not proceed, but shall notify the contracting officer, in writing, within 5 working days after receipt of any such instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving such notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor, in writing, that, in his/her opinion, the technical direction is within the scope of this clause and does not constitute a change under the "Changes" clause of the contract. The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the

instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled, "Disputes."

Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State and municipal laws. The Contractor shall promptly notify the Contracting Officer, in writing, in the event any problems arise during the performance of this contract concerning permits, licenses or other legal requirements.

Warranty Against Dual Compensation

The Contractor warrants that no part of the claim for payment shall be paid, directly or indirectly, to any officer or employee of the Social Security Administration as wages, compensation or gifts for acting as officer, employee or consultant to the Contractor in connection with any work contemplated or performed under, or in connection with, this contract.

2402 Reporting the Loss or Suspected Loss of Personally Identifiable Information

1. *Definition of Personally Identifiable Information (PII).* PII is defined as information that can be used, alone or in conjunction with any other information, to identify a specific individual. In short, any information that can be used to search for or identify individuals, or can be used to access their files, is PII. Examples of PII may include: name, Social Security Number, Social Security benefit data, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information.
2. *Applicability.* This clause applies to all contractor employees who are furnished PII by the Government under this contract.
3. *Contractor Employee Responsibility in Safeguarding PII.*
 - (a) *General.* The contractor shall ensure that its employees properly safeguard PII furnished by the Government under this contract from loss, theft, or inadvertent disclosure. The contractor shall ensure that its employees understand that they are responsible for safeguarding this information at all times, regardless of whether or not the contractor employee is at his or her regular duty station. Examples of proper actions include, but are not limited to: not sharing one's password with others or writing it down, verifying the identity of individuals before disclosing information to them, preventing others in the area from viewing PII on one's computer screen, consistently locking or logging off one's workstation when one is away, and ensuring that PII is appropriately returned or, upon Government permission, destroyed when no longer needed.
 - (b) *Transporting Information Outside a Secure Area.* The contractor shall ensure that its employees make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area. The contractor employee

should ensure that laptops and other electronic devices/media are encrypted and/or password protected. The contractor employee must use common sense when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

- (c) Emailing PII. The contractor shall ensure that, when sending email containing PII, its employees do so only from and to addresses that are secure, which currently include only addresses within either the Social Security Administration (SSA) (name@ssa.gov) or the Center for Medicare and Medicaid Services (CMS) (name@cms.hhs.gov) email system. SSA's email system is encrypted and the Agency has implemented a secure method to send emails to CMS. Other email addresses are not secure and messages using these addresses shall not contain PII.

4. *Procedures for All Contractor Employees for Reporting the Loss or Suspected Loss of PII.*

The contractor shall ensure that its employees working under this contract follow the following procedures for reporting lost or possibly lost PII that was in their possession at the time:

- (a) When a contractor employee becomes aware of the possible or suspected loss of PII, he/she shall provide immediate notification of the incident to the primary Government manager he/she works with in connection to the contract (for example, the Government project officer or Government task manager). Examples of incidences indicating possible or suspected loss of PII include missing equipment (including laptops, and removable storage devices such as USB flash or "thumb" drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII.
- (b) If the primary Government manager is not readily available, the contractor employee shall immediately notify, depending upon availability, one of two Government alternates designated by the primary Government manager for reporting such incidents. Prior to commencing work on the contract, each contractor employee shall know who the primary and alternate Government contacts are and how to contact them. Whenever the contractor employee removes PII from the Government facility, he/she must have current contact information for the primary Government manager and the two alternates.
- (c) The contractor employee shall provide updates as they become available to the primary Government manager or the alternate, as applicable, but shall not delay the initial report.
- (d) The contractor employee shall provide complete and accurate information about the details of the possible PII loss to assist the Government manager/alternate. The contractor employee shall include the following information:
 1. Contact information.
 2. A description of the loss or suspected loss (i.e., nature of loss, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location.
 3. What safeguards were used, where applicable (e.g., locked briefcase, redacted personal information, password protected, encrypted, etc.).
 4. Which SSA components have been involved or affected.

5. Whether any external organizations (i.e., other agencies, law enforcement, press, etc.) have been contacted or contacted the contractor employee.
6. Whether any other reports have been filed (i.e., Federal Protective Service, local police, and SSA reports).
7. Any other pertinent information.

The contractor employee shall use the worksheet (or copy thereof) following this clause to quickly gather and organize information about the incident.

- (a) Once the contractor has notified the primary Government manager or his/her alternate, that manager or alternate will assume responsibility for making the formal report in accordance with Agency procedures.
- (b) There may be rare instances outside of business hours when the contract employee is unable to reach either the primary Government manager or any of the alternates immediately. In such a situation, the contractor employee shall call SSA's Network Customer Service Center (NCSC) at 410-965-7777 or toll free at 1-888-772-6111. For more information on the NCSC, the contractor employee should go to <http://ssahost.ba.ssa.gov/otsodnnso/>.

The contractor employee shall document the call with the CAPRS (Change, Asset, and Problem Reporting System) number that the NCSC will assign. He/she shall retain this number and provide it to the primary Government manager, or, if unavailable, one of the alternates to this manager as described above for later contacts with the NCSC when additional or updated information on the incident becomes available.

- (c) The contractor employee shall limit disclosure of the information and details about an incident to only those with a need to know. The PII reporting process will ensure that Government's reporting requirements are met and that incident information is only shared as appropriate.
5. The contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor, engaged by the contractor, and their employees or successor subcontractor(s) and their employees will or might have access to Government-furnished PII.
 6. The contractor shall assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to Government-furnished PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this clause.

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

Contractor Employees: See last page of this attachment for instructions on completing this worksheet.

1. Information about the individual making the report to the NCSC:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

Additional Information (to be provided when a contractor employee is reporting directly to the NCSC):

*Contractor:

**SSA Contract Number (if known):

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR (Master Beneficiary Record) data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			

Cardholder's Name:
Cardholder's SSA logon PIN:
Hardware Make/Model:
Hardware Serial Number:

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

- 4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

Name:			
Position:			
Deputy Commissioner Level Organization:	<i>[Contracting Officer: fill in]</i>		
Phone Numbers:			
Work:		Cell:	Home/Other:
E-mail Address:			

Additional Information (to be provided when person who was in possession of the data or assigned to the data is a contractor employee):

*Contractor:

**SSA Contract Number (if known):

- 5. Circumstances of the loss:**
- a. When was it lost/stolen?
 - b. Brief description of how the loss/theft occurred:
 - c. When was it reported to SSA management official (date and time)?
- 6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**
- 7. Which reports have been filed? (include FPS, local police, and SSA reports)**

Report Filed	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
		<u>Yes</u>	<u>No</u>
SSA-3114 (Incident Alert)			
SSA-342 (Report of Survey)			

Other (describe)

INSTRUCTIONS (to the Contractor Employee): Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. If you are reporting the incident to a Government manager or alternate, only complete Items 2 through 5. *Special notes regarding Item 4:*
 - For “Position,” write “Contractor Employee,” followed by a hyphen and your job title under the contract.
 - With respect to Deputy Commissioner Level Organization, this should be the Government project officer’s Deputy Commissioner Office and should already be provided on the form. If it is not (and you do not know this), have your primary or alternate contact, as applicable, complete the information.
 - Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.

2. If you are reporting the incident directly to the NCSC, complete all items to the extent possible (note: Item 4 will be “not applicable”). *Special notes regarding Item 1:*
 - For “Position,” write “Contractor Employee,” followed by a hyphen and your job title under the contract.
 - With respect to Deputy Commissioner Level Organization, this should be the Government project officer’s Deputy Commissioner Office and should already be provided on the form. If it is not and you do not know this information, try to identify the name of the main program office which the contract is servicing (e.g., Office of Telecommunications and Systems Operations).
 - Be sure to provide the additional information regarding your company/organization’s name and, if known, the Agency-assigned contract number.

PART V – SOLICITATION PROVISIONS

SECTION 1: 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

Proposals will be evaluated in accordance with the criteria set forth below to determine the offeror's ability to complete all technical requirements for conducting the project. Furthermore, any offeror who addresses only part of the mandatory requirements may not be considered fully indicative of an acceptable understanding of a response to the Government's technical needs and, therefore, may not be accepted.

The Government will only award contracts resulting from this solicitation to those offerors who have been determined responsive and responsible by submission of the required certifications and licenses, and all other **mandatory** requirements, in accordance with *PART II, Section 1, Qualification Requirements for Employment Networks* and have completed and submitted **all** applicable documents in accordance with *Part III, EN Proposal and Documentation Requirements*.

A written notice of award or acceptance of a proposal, mailed or otherwise furnished to an offeror within the time for acceptance specified in the solicitation, shall result in a binding contract without further action by either party. The offeror's proposal shall be good for ***120 days**, whereby the Government may accept a proposal whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

***Note:** If the offeror's proposal is determined by ENCT to contain incorrect or missing information, the ENCT will immediately notify the offeror of the deficiencies. It is the offeror's responsibility to correct the deficiencies within the **120 days** of proposal submission or risk being asked to re-submit its proposal in its entirety.